

MF110892

State Lease MF110892 Control 56-031185 Base File County TARRANT

Survey HIGHWAYS & PUBLIC TRANSPORTATION DE
Block
Block Name
Township
Section/Tract
Land Part
Part Description HIGHWAY RIGHT-OF-WAY
Acres 5.57
Depth Below 0 Depth Above 0 Depth Other
Name DALE PROPERTY SERVICES, LLC
Lease Date 5/4/2010
Primary Term 1 yrs
Bonus (\$) \$44,560.00
Rental (\$) \$0.00
Lease Royalty 0.2500

EXPIRED

DATE 8-25-15
LEASING TM
MAPS J
GIS MC

Leasing: [Signature]
Analyst: [Signature]
Maps:
GIS: [Signature]



CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff

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



CONTENTS OF FILE NO. MF- 110892

- | | |
|-----------------------|---------|
| 1. Lease | 4/19/10 |
| 2. Letter + fee | 4/19/10 |
| 3. Map | 4/19/10 |
| 4. Affidavit | 4/19/10 |
| 5. Lease | 4/19/10 |
| 6. Deed | 4/19/10 |
| 7. Oil report + email | 4/19/10 |
| 8. SW letter | 5/4/10 |

ASSIGNMENT FILED IN MF-110849 #8.

WI, #7711. 9/1/10

scanned PJ 4-25-13

EXPIRED LEASE 8-25-15

scanned PJ 10-5-15

The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 110892)
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 **Forty Four Thousand Five Hundred Sixty 00/100 (\$44,560.00)** receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant** State of Texas, and is described as follows:

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

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **5.57 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 4th, 2010** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **1/4** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **1/4** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **1/4** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **1/4** of such gas and casing head gas.

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

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

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **\$ 25.00 per acre**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

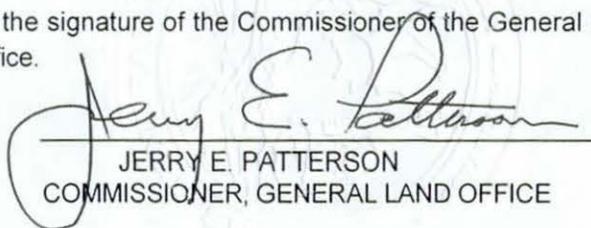
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

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

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

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

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


JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: DR

DC: CLR

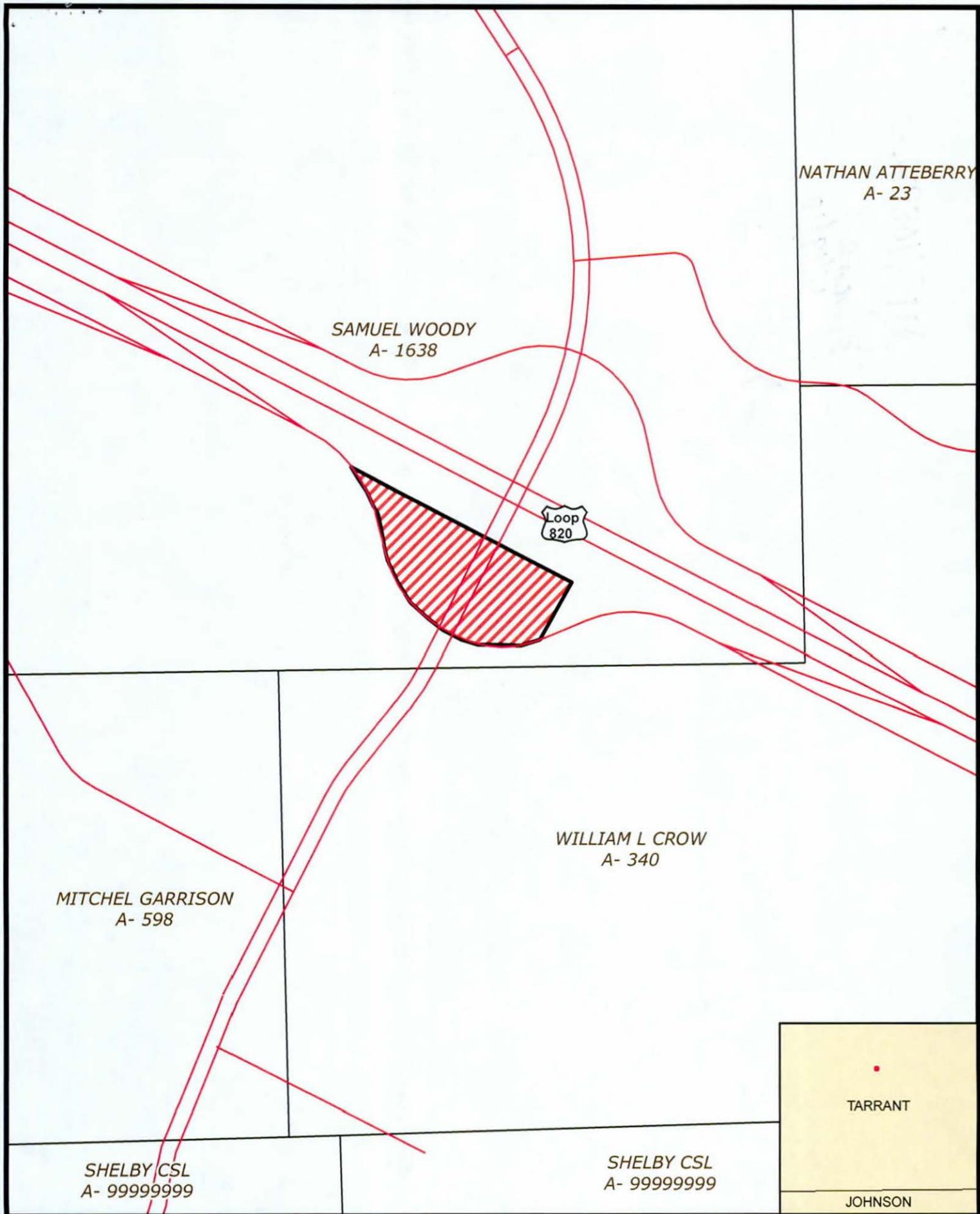
CC: 

Exhibit "A"

Attached hereto and made a part of that certain Oil and Gas Lease dated May 4th, 2010, by and between the State of Texas, as lessor, and Dale Properties, LLC as lessee, covering acreage to be leased in Tarrant County, Texas, being part of Loop 820 ROW.

5.57 acres of land, more or less, situated in the S. Woody Survey, A-1638. Said lands being described in the following deed filed in the Deeds of Records of Tarrant County.

Deed from the City of Ft. Worth to the State of Texas dated: 4/15/1969 and recorded in Vol. 4727, P. 752 of the Deeds of Record, Tarrant County.



NATHAN ATTEBERRY
A- 23

SAMUEL WOODY
A- 1638

Loop
820

WILLIAM L CROW
A- 340

MITCHEL GARRISON
A- 598

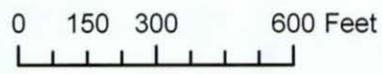
SHELBY CSL
A- 99999999

SHELBY CSL
A- 99999999

TARRANT

JOHNSON

Map showing a
Buffer of Loop 820
5.57 acres
Tarrant County



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



Map Compiled By: Zeke Guillen
May 4, 2010

1.
File No. MF 110892

Lease

Date Filed: 4/19/10

Jerry Patterson, Commissioner

By: 

DALE PROPERTY SERVICES, L.L.C.

3000 Alta Mesa Boulevard,
Suite 300

FORT WORTH, TX 76133

(817) 451-5353

April 13, 2010

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

X
Have Money
M-110892
Rec'd Per under
M-108893
2000w/1/2 1/4
Part
5.57
Part

Re: Application by Dale Property Services, L.L.C. to acquire Oil and Gas Lease covering 11.4272 acres, more or less, being the Interstate Loop 820 R-O-W, Tarrant County, Texas

Dear Drew:

The State of Texas ("State") received the following described land designated as Interstate Loop 820:

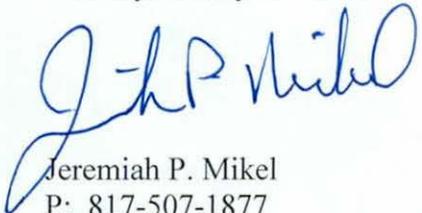
X { 5.57 acres of land, more or less, being described as Tract 2 in Deed dated April 15, 1969, from the City of Fort Worth to the State of Texas, recorded in Volume 4727, Page 752, Deed Records, Tarrant, County, Texas.

Dale Property Services, L.L.C. ("Dale") has researched the aforementioned R-O-W and discovered that the State of Texas 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 SMP prospect area.

*Need to adjust this lease
to less 5.57 ac*

X Dale previously paid for this acreage included with Lease # MF108893. Because of an incorrect deed reference in said Lease, the above mentioned acreage was not correctly included.

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



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

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

DALE OPERATING COMPANY

Check No.

00314412

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
04/15/10	041510		100.00 121		100.00 10706888
TOTAL					100.00

2.

File No. MF 110892

Letter & fee

Date Filed: 9/19/10

Jerry Patterson, Commissioner

By: [Signature]

47070

3.

File No. MF 110892

Map

Date Filed: 4/9/10

By [Signature]
Jerry Patterson, Commissioner



AFFIDAVIT

STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

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

That I know the consideration Dale Property Services, LLC ("Dale") paid for the leases on adjacent lands to the property designated as Interstate Loop 820 R-O-W, Tarrant County, Texas.

1. That Dale paid Campus and I-20 Joint Venture two thousand dollars (\$2,000.00) per net mineral acre as bonus consideration for an oil, gas and mineral lease which is recorded as Instrument # D206342033 in the Official Public Records of Tarrant County, Texas covering 25.04 acres adjacent to Interstate 820 R-O-W. Lease was later extended for eight thousand dollars (\$8,000.00) per net mineral acre.
2. That Dale paid Fenwood Associates seventeen thousand five hundred dollars (\$17,500.00) per net mineral acre as bonus consideration for an oil, gas and mineral lease which is recorded as Instrument # D208375590 in the Official Public Records of Tarrant County, Texas covering 12.7177 acres adjacent to Interstate 820 R-O-W.
3. That Dale paid William H. Winters three thousand and nine dollars (\$3,009.00) per net mineral acre as bonus consideration for an oil, gas and mineral lease which is recorded as Instrument # D207423832 in the Official Public Records of Tarrant County, Texas covering 2.15 acres adjacent to Interstate 820 R-O-W.

Further Affiant sayeth not.

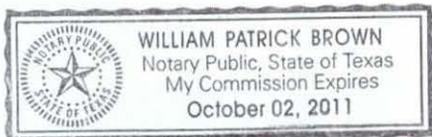
Affiant



Brad Zhanel

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

This instrument was acknowledged before me on the 13 day of April, 200~~8~~¹⁰ by Brad Zhanel.




 Notary Public, State of Texas

4.

File No. MF 110892
Alford
Date Filed: 4/19/10
Jerry Patterson, Commissioner
By [Signature]

2010

Plat Legend

- (1) Oil, Gas and Mineral Lease
Lessor: Campus and I-20 Joint Venture
Lessee: Dale Resources, LLC
Recording Info: D206342033, Official Public Records of Tarrant County, Texas

- (2) Memorandum of Oil, Gas and Mineral Lease
Lessor: Fenwood Associates
Lessee: Dale Property Services, LLC
Recording Info: D208375590, Official Public Records of Tarrant County, Texas

- (3) Oil, Gas and Mineral Lease
Lessor: William H. Winters
Lessee: Dale Property Services, LLC
Recording Info: D207423832, Official Public Records of Tarrant County, Texas

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

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 31st day of March 2006, between Campus and I-20 Joint Venture, a Texas Joint Venture, Lessor (whether one or more), whose address is 777 Taylor Street, Suite 1040, Fort Worth, Texas 76102, 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, seignette 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:

25.04 acres of land, more or less, being all of that certain 44.9965 acres of land, more or less, out of the S. Woody Survey, Abstract 1638, the W. L. Crow Survey, Abstract 340, and the M. Garrison Survey, Abstract 598, Tarrant County, Texas, being more particularly described in that certain deed dated September 22, 1985, from Albritton Investments, Limited Partnership, a Texas Limited Partnership, as Grantor, to Campus and I-20 Joint Venture, a Texas Joint Venture, as Grantee, as recorded in Volume 8242, Page 68, of the Official Public Records of Tarrant County, Texas;

SAVE AND EXCEPT: 14.0 acres of land, more or less, described in that deed dated February 10, 1987, from Campus and I-20 Joint Venture, a Texas Joint Venture, as Grantor, to Wal-Mart Properties, Inc., a Delaware corporation, as Grantee, recorded in Volume 8841, Page 218, of the Official Public Records of Tarrant County, Texas;

FURTHER SAVE AND EXCEPT: 5.95 acres of land, more or less, described in that deed dated October 19, 1989, from Campus and I-20 Joint Venture, a Texas Joint Venture, as Grantor, to Wynn's Climate Systems, Inc., a Texas corporation, as Grantee, recorded in Volume 9737, Page 1462, 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 two (2) 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 Lessor's address given above or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from 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, Lessee's breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If set 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 herein, 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.

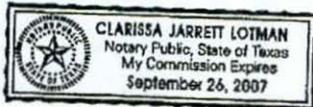
10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by 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 "ADDENDUM TO OIL AND GAS LEASE" ATTACHED HERETO, AND BY REFERENCE, MADE A PART HEREOF.

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

LESSEE:
Dale Resources, L.L.C.

By: Lawrence B. Dale, President



ACKNOWLEDGMENTS

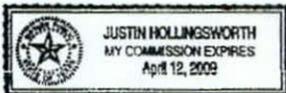
STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 31st day of March, 2006
By: James R. Donahay, Managing Venture of Campus and I-20 Joint Venture, a Texas Joint Venture created by said Joint Venture.

Clarissa Jarrett Lotman
Notary Public, State of Texas

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 31st day of March, 2006
by Lawrence B. Dale, President of Dale Resources, L.L.C., a Texas limited liability corporation on behalf of said corporation.



Justin Hollingsworth

ADDENDUM TO OIL AND GAS LEASE

In the event of a conflict between the terms of the printed form Oil, Gas and Mineral Lease dated March 31, 2006, 2006 from Campus and I-20 Joint Venture to Dale Resources, L.L.C. and this addendum, the terms of this addendum shall absolutely control.

11. Anything in the lease to the contrary notwithstanding, this lease shall be for a primary term of two years.

12. Anything in the lease to the contrary notwithstanding, it is agreed that the royalty paid under this lease shall be twenty-five percent (25%). Lessor's royalty shall be free and clear of all costs and expenses whatsoever including expenses of separation, compression, marketing, transportation, treating or manufacturing oil or gas produced hereunder, save and except ad valorem and production taxes. Provided, however, Lessor's royalty shall be subject proportionately to any charges incurred by Lessee for compressing, treating, processing, gathering, transporting and marketing under Lessee's gas purchase contract with a nonaffiliated third party covering the sale of production from the lands included in this lease.

13. Anything in the lease to the contrary notwithstanding, the shut-in royalty payment shall be \$10.00 per acre due within ninety (90) days after the date on which gas ceases to be sold after the end of the primary term. This lease shall terminate if Lessee fails to timely pay or tender such sum as shut-in royalty. This lease may not be maintained by shut-in royalty payments for a cumulative period of more than 24 months after the end of the primary term of this lease.

14. Notwithstanding any other section of this lease, Lessor retains, and Lessee waives, any and all rights whatsoever of access to or upon the surface of the leased premises for the exploration, development, production or transportation of the oil or gas thereunder. However, this waiver of surface rights shall not be construed as the waiver of the right of Lessee to exploit, explore for, develop or produce such oil or gas with wells drilled on adjacent lands, including, but not limited to, directional or horizontal wells bottomed beneath or drilled through any part of the leased premises (other than the surface). No well shall be drilled within 500 feet from Lessor's property line.

15. Anything in the lease to the contrary notwithstanding, units pooled for a vertical well shall include no more than forty acres. Units pooled for a horizontal well shall include no more than forty acres plus the additional acreage listed in the tables in Statewide Rule 86 of the Texas Railroad Commission using the table for additional acreage assignment which would be applicable to the minimum well density permitted for a vertical well producing from the same formation. As used in this lease, the term "horizontal well" means one that meets the definition of a horizontal drainhole well under Statewide Rule 86 of the Texas Railroad Commission, and a "vertical well" is a well that is not a horizontal well. In the event lands covered by this lease are pooled, all such lands covered by this lease shall be included in such unit.

16. This lease is made without warranty of title, express or implied.

17. LESSEE, ITS SUCCESSORS AND ASSIGNS, AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PARTIES HEREIN DESIGNATED LESSOR AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND EACH OF THEM, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, FINES, COSTS, EXPENSES (INCLUDING ATTORNEYS FEES AND EXPENSE) RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH OPERATIONS OF OR FOR LESSEE, ITS AGENTS, CONTRACTORS, OR SUBCONTRACTORS HEREUNDER.

18. Lessee shall provide Lessor with a copy of all documents filed with any regulatory authority having jurisdiction or recorded in the county records within thirty days of filing or recording such documents. Upon request by Lessor, Lessee agrees to deliver to Lessor a copy of any contracts for sale of oil or gas produced from the leased premises or lands pooled therewith.

SIGNED FOR IDENTIFICATION

CAMPUS AND I-20 JOINT VENTURE

By:



[Printed name and title]

JAMES R. DUNAWAY
MANAGING VENTURE



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 #: D206342033
OPR 4 PGS \$24.00



D206342033

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.



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 ANY INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

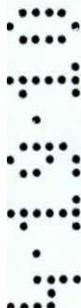
Notice is hereby given that effective as of the 29th day of September, 2008 an Oil and Gas Lease was made and entered into by and between Fenwood Associates, a New York General Partnership, whose mailing address is 370 7th Ave # 618 New York NY 10001, as "Lessor", and Dale Property Services, L.L.C., whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, as "Lessee", wherein Lessor grants, leases and lets exclusively to Lessee, only for the sole purpose of exploring for, drilling, operating, and producing oil and/or gas as therein provided, the following described land situated in Tarrant County, State of Texas, to wit:

12.7177 acres of land, more or less, being Lot 2R, Block 4, out of the Campus Business Park, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Document Number D191025377 of the Official Public Records of Tarrant County, Texas.

Subject to the provisions hereinafter contained, this Lease shall be for a term of three (3) years from this date (called "primary term"), and so long thereafter as oil and gas, or either of them, is produced in paying quantities from the leased premises or lands with which the leased premises are pooled pursuant to the provisions of this Lease, or operations are conducted as hereinafter provided. Originals of the Oil, Gas and Mineral Lease are in the possession of Lessor and Lessee.

This Memorandum is executed for the purpose of filing this instrument of record in the official Records of Tarrant County, Texas, to give notice to all third parties dealing with Lessor or Lessee or with the lands above described of the existence of the Oil, Gas and Mineral Lease. The Oil, Gas and Mineral Lease and this Memorandum shall be binding upon Lessor and Lessee and their respective heirs, successors and assigns.

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



UNRECORDED



LESSOR:

Fenwood Associates, a New York general partnership

By: Jeffrey J. Feil
AS: General Partner of Fenwood Associates, a New York
General partnership

LESSEE:

Dale Property Services, LLC

By: Mike Taliaferro
Mike Taliaferro, President

ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF New York

This instrument was acknowledged before me on the 26th day of September, 2008 by Jeffrey J. Feil, General Partner of Fenwood Associates, a New York General Partnership on behalf of said partnership.

Vivian F. Touliatos
Notary Public, State of New York

VIVIAN F. TOULIATOS
Notary Public, State Of New York
No. 4721647
Qualified in Nassau County
Commission Expires 01/31/11

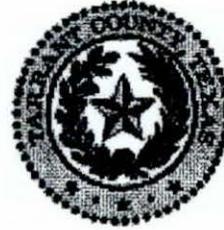
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this 22nd day of September, 2008 by Mike Taliaferro, President of Dale Property Services, LLC, a Texas limited liability corporation, on behalf of said corporation.

Justin Hollingsworth
Notary Public, State of Texas





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: 09/30/2008 02:10 PM
Instrument#: D208375590
LSEM 3 PGS \$20.00

By: _____



D208375590

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: MV

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

Producers 88 (476) Revised Paid Up
With 640 Acres Pooling Provision

OIL, GAS AND MINERAL LEASE (NO SURFACE USE)

THIS AGREEMENT made this 07 day of November, 2007, between William H. Winters, whose marital status has not changed since acquiring this interest, Lessor (whether one or more), whose address is P.O. Box 1593, Corsicana, TX 75151, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

1. Lessee 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 petroleum fluids, and air into subsurface strata underneath but not upon the surface of lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, and own said products, and housing its employees, the subsurface of the following described land in Tarrant County, Texas, to-wit:

2.15 acres of land, more or less being Lots 1-A and 1-B, Block 5, out of the Campus Business Park, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-218, Page 19, 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 twenty five percent (25%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such twenty five percent (25%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty five percent (25%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty five percent (25%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land in the manufacture of gasoline or other products twenty five percent (25%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty five percent (25%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to develop, produce, utilize, or market the minerals capable of being produced from said lands, 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. Lessor shall not be charged with or Lessor's royalties reduced by costs of exploration or production of products produced under this lease. However, any such post production charges which result in enhancing the value of the marketable oil, gas, or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancement 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 (\$50.00) 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 _____ or its successors, which shall continue as the depositories, regardless of changes in the ownership or 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. Shut-in royalties shall not maintain this lease for longer than a cumulative period of 2 years. 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 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 gases completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unutilized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests. All of Lessor's lands shall included in the first unit or pool formed to include any part thereof.

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

Revised on 12/27/2006

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, production thereof should cease from any cause, this lease shall not terminate unless 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.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all underground property and fixtures placed by Lessee under said land, including the right to draw and remove all casing. Lessee agrees that no pipe lines, tanks, compressors or other appurtenant facilities for production/transportation or any other purpose shall be placed on or under said lands by Lessee or any subsidiary or affiliate of Lessor save and except directional holes and pipe and equipment in said holes to complete a well or wells as producers (all of which shall be at such depths so as to not in any way interfere with any use of the surface above, 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 assignments 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 (6) 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. If after the expiration of the primary term, Lessor considers that operations are not in 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, Lessee 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, including pipe line or other appurtenant facilities, without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

See Exhibit "A" attached hereto and made a part hereof:

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

William H. Winters

William H. Winters

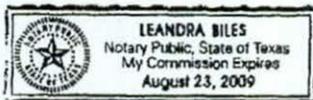
ACKNOWLEDGMENTS

STATE OF

COUNTY OF

This instrument was acknowledged before me on the 8th day of November, 2007

by William H. Winters, whose marital status has not changed since acquiring this interest



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

Exhibit "A"

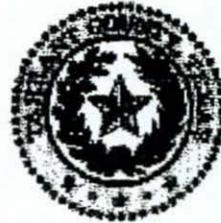
Attached to and by reference made a part of that certain Oil & Gas Lease dated 7th day of November, 2007, between William Winters, as Lessor, and Dale Property Services L.L.C., as Lessee.

No Surface Use

Lessee acknowledges that the intended use of the surface of the leased premises is commercial and/or residential development. As a result, Lessee acknowledges and agrees that it is an express condition of this lease that, Lessee shall not use the surface of the leased premises for any purpose whatsoever, including pipelines, well sites, tank batteries and any appurtenances to any of them, and Lessee shall not have nor seek to obtain, either itself or through any subsidiary of pipeline company, an easement or license to use any part of the surface of the leased premises, it being understood and agreed that all exploration, drilling, transportation and operations shall be conducted, if at all, wholly upon lands not described herein.



UNPUBLISHED DOCUMENT



DALE RESOURCES LLC
2100 ROSS AVE #1870 LE 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: 11/29/2007 12:12 PM
Instrument #: D207423832
LSE 4 PGS \$24.00

By: _____



D207423832

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: CA

File No. NF 10892

Shane

Date Filed: 4/19/10

Jerry Patterson, Commissioner

By [Signature]

4303

727/752

VOL 4727 PAGE 752

Project 207-8-1
Parcel No. D

THE STATE OF TEXAS 5
COUNTY OF TARRANT 5 KNOW ALL MEN BY THESE PRESENTS:

4

That the CITY OF FORT WORTH, a municipal corporation of Tarrant County, Texas, acting by and through its duly authorized Mayor R. M. Spivall, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by the STATE OF TEXAS, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the STATE OF TEXAS, all those certain lots, tracts or parcels of land situated in Tarrant County, Texas, and being more particularly described as follows:

Parcel No. 1

A parcel of land containing 11,909.3 square feet herein described being a portion of an easement along the north side of a portion of a tract of land in the S. Woody Survey in the City of Fort Worth; said parcel being that same tract conveyed by David Schlachter to the City of Fort Worth in that certain instrument recorded in Vol. 4680, Page 145 of the Deed Records of Tarrant County, Texas, and being more fully described as follows:

BEGINNING at the northwest corner of said Fort Worth Water Department Tract. Said point being on the southerly right-of-way line of Interstate Highway I-820;

THENCE south 27 degrees 58 minutes west along the west line of said Fort Worth Water Department tract, a distance of 60.0 feet to a point;

THENCE south 61 degrees 59 minutes east along a line of 60.0 feet southerly of and parallel to the southerly right-of-way line of said Interstate Highway I-820 a distance of 133 feet to a point. Said point being on the arc of a curve having a radius of 373.26 feet and whose center bears south 5 degree 31 minutes east;

THENCE in a northeasterly direction along the arc of said curve to the right through a central angle of 33 degrees 22 minutes a distance of 217.4 feet to a point on the southerly right-of-way line of said Interstate Highway I-820;

THENCE north 61 degrees 59 minutes west along the southerly right-of-way line of said Interstate Highway I-820, a distance of 337.5 feet to the place of beginning and containing 11,909.3 square feet of land.

Parcel No. 2

Being a certain 5.57 acre tract of land conveyed by David Schlachter to the City of Fort Worth as recorded in Vol. 4680, Page 141, of the Deed Records of Tarrant County, Texas, said parcel being more particularly described as follows:

COMMENCING at the most westerly northwest corner of the U.S.A. property as established in conveyance of land by the Fort Worth Chamber of Commerce to the U.S.A., a transaction in 1933, recorded in Tarrant County Deed Record Vol. 1181, Page 445, March 16, 1933;

THENCE south 49 degrees 12 minutes east 1206 feet along the east line of Texas Electric Service Company right-of-way out of said U.S.A. property, to a beginning point of State Highway tract;

THENCE south 88 degrees 13 minutes east 312.9 feet along the south right-of-way line of that Highway tract to the beginning point of a curve to the right;

THENCE southeasterly along said curve, the south line of said Highway tract, through a central angle of 26 degrees 11 minutes for a distance of 1229.3 feet to a point, the end of said curve;

THENCE along this south line of said Highway tract south 62 degrees 02 minutes east for a distance of 1295.0 feet to a point for the beginning of the right-of-way herein described;

THENCE southeasterly with a curve to the right, said curve having a central angle of 44 degrees 32 minutes 56 seconds, a radius of 373.26 feet and a length of 290.22 feet to a point for the end of this curve;

THENCE south 17 degrees 29 minutes 04 seconds east a distance of 180.04 feet to a point for the beginning of a second curve, which is a curve to the left;

THENCE with this second curve having a central angle of 33 degrees 35 minutes 15 seconds a radius of 445.26 feet and a length of 261.02 feet to a point for the end of this second curve;
THENCE south 14 degrees 17 minutes 35 seconds east 37 feet to a point;
THENCE south 62 degrees 02 minutes east 120.0 feet to a point;
THENCE north 70 degrees 13 minutes 35 seconds east 37 feet to a point of intersection with a curve to the left, which curve is a continuation of the aforementioned "second curve" and has at this intersection point a tangent the bearing of which is south 72 degrees 59 minutes 44 seconds east;
THENCE in southeasterly to easterly direction with said second curve, having a radius of 445.6 feet, a central angle of 34 degrees 47 minutes 19 seconds for a length of this traverse and this length being 270.35 feet to a point for the end of this curve;
THENCE north 72 degrees 12 minutes 57 seconds east 58.84 feet to a point in the east boundary of said David A. Schlachter tract, same being the west boundary of a tract owned by the Fort Worth Water Department;
THENCE north 27 degrees 58 minutes east with the east boundary of said David A. Schlachter tract a distance of 184.79 feet to a point in the south line of the Interstate Highway #820 right-of-way;
THENCE north 62 degrees 02 minutes west with the south line of said Interstate Highway #820 right-of-way a distance of 1062.5 feet to the point of beginning for this parcel of land out of the said David A. Schlachter tract; and containing 5.57 acres.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the STATE OF TEXAS, its successors and assigns, forever. And the CITY OF FORT WORTH does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said STATE OF TEXAS, its successors and assigns,

against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas, this 15th day of April, A. D. 1969.

CITY OF FORT WORTH

By *R. M. Stovall*
Mayor

ATTEST:

Freda S. Suter
City Secretary

THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared R. M. Stovall, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the City of Fort Worth, a municipal corporation of Tarrant County, Texas, and as the Mayor thereof and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of April, A. D. 1969.

Jack W. [Signature]
Notary Public in and for Tarrant
County, Texas

Judgment
GP DI 76274 Jot/cmc

From:
State of Texas

VS.

Donald N. Milby, et al

Return to:
Southwest Land Title Co.
1501 Summit Avenue
Ft. Worth, TX

11:30 AM -3 JAN 85

COUNTY OF TARRANT
STATE OF TEXAS
I hereby certify that this instrument was FILED on the
2nd day of JAN 1985 at 11:30 AM in the 1st Standard Section of the Public
Records of Tarrant County, Texas, as required by law.
JAN 3 1985
COUNTY CLERK
TARRANT COUNTY, TEXAS


556 1047 80

6.

File No. MF/10892
Deed
Date Filed: 9/19/10
Jerry Patterson, Commissioner
By [Signature]

[GLOBase Main Menu](#) | [Business Entity Search](#) | [Energy Paper Search](#) | [PSF Land Search](#) | [Well Inventory Search](#)

Energy Paper Details

Paper Type: OIL AND/OR GAS LEASE

Lease/Unit/Permit: MF108893

[Related Business Entities](#) | [Related Counties](#) | [Related Leases/Units](#) | [Related PSF Land](#)
[View Oil/Gas Lease Details](#) | [Search Docushare](#) | [View Revenue Details](#) | [Well Inventory](#)

General Information

Lease Date	05/20/2008	Total Leased Acres	38.70
Status	NO NON-UNIT ACRES	Land Part in Lease	
Status Date	05/20/2008	Limited Term	
Non-Unit Status	EXPIRED	Term	
Non-Unit Status Date	05/20/2009	Primary Term	1 yrs
Rental Class		Rental Type	

Payment Information

Original Payment \$614,376.00

Payment Cycle ANNUAL

Comments

HROW/PAID-UP LEASE

Updated On	10/14/2009	By	dcantu
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Business Entity Information

Lessee	DALE PROPERTY SERVICES, LLC
Lessor	STATE OF TEXAS
Operator	No operators recorded



*For technical support please contact the Technical Support Center at 463-8877
This page last updated on 4 November 2000*

[GLOBase Main Menu](#)
[Business Entity Search](#)
[Energy Paper Search](#)
[PSF Land Search](#)
[Well Inventory Search](#)

Oil and/or Gas Pooling Agreement Details

Unit: 4590
Unit Name: SMP UNIT
[Related Business Entities](#)
[Related Counties](#)
[Related Energy Papers](#)
[Related PSF Land](#)
[View Leases In Unit](#)
[Search Docushare](#)
[View Revenue Details](#)
[Well Inventory](#)

Unit Operator

Operator **CHESAPEAKE EXPLORATION, LLC**

Unit Terms

Unit Date	07/12/2008	Term	
Status	ACTIVE	Status Date	07/12/2008
Mineral Pooled	OIL AND GAS	Field-wide unit?	NO
Pooling Application	PA09-161	First Production Date	
Previous Unit Number			

Unit Royalty Information

Participation Basis	SURFACE ACREAGE	Total State Unit Royalty Interest	0.05733313
State Participation in Unit	0.22933250		

Unit Acreage

Total Acres in Unit	112.06	State Acres In Unit	25.70
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In-Kind Information

Are we taking oil in-kind?	NO	Are we taking gas in-kind?	NO
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Depth Information

All Depths	N	To Amount	
From Amount	0	To Type	
From Type		To Top Base	BASE
From Top Base		To Formation	BARNETT SHALE
From Formation		To Unit Well	
From Unit Well			

Comments

Comments **PERMANENT HROW UNIT - BARNETT SHALE - UNIT NUMBER WAS**

From: "Wade Brawley" <wade.brawley@cox.net>
To: <beverly.boyd@glo.state.tx.us>
Date: 4/16/2010 2:09 PM
Subject: Assignment Approval

SandRidge Energy submitted several assignments (from Forest Oil, et al) in January for approval by the GLO; however, we have not received any confirmation, or approval from the GLO. Are the assignments in processing still, or does the GLO not return notice of approval?

On another matter, please advise if the GLO requires assignment approval for corporate name changes (i.e., no record title conveyance). Thank you.

Wade Brawley

405.706.8819

Forest into Sandridge

MF-

7.

File No. MF 110892

Oil report + email

Date Filed: 4/19/10

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 # MF 110882

Enclosed you will find an original executed Highway Right-of-Way Lease, Tarrant County.

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

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

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

Best regards,

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

COPY

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

8.

File No. MF 110892

210 letter

Date Filed: 5/4/10

Jerry Patterson, Commissioner

By [Signature]

100