

MF112142

~~7641~~ iNut 11031
Unit ~~9743~~ iNut 11032
Unit 10832

State Lease MF112142 Control 65-902205 Base File County TARRANT

~~EXPIRED~~
DATE ~~7-30-15~~
LEASING ~~TM~~
MAPS _____
GIS _____

Leasing: [Signature]
Analyst: [Signature]
Maps: _____
GIS: 26
DocuShare: _____

Survey TARRANT COUNTY ROADS
Block
Block Name
Township
Section/Tract
Land Part
Part Description
Acres 0.686
Depth Below Depth Above Depth Other
Name CHESAPEAKE EXPLORATION, LLC
Lease Date 4/5/2011
Primary Term 1 yrs
Bonus (\$) \$4,459.00
Rental (\$) \$0.00
Lease Royalty 0.2500



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



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- ~~8. EXPIRED 7-30-15~~

Scanned in 10-6-2015

(See MF 105814 #32, Assign #10291
Chesapeake et al Total 6-26-17

(See MF 117634 item #7
for Buckslip Unit 7641
See MF 119744, item #6 for
Buckslip Unit 9743, Vaguero Unit)

⑧ Division Order 5/15/19

scanned PJ 5-22-2019

9. Buckslip Unit 10832 9/18/20
Amended Vaguero Unit ↓

scanned PJ 10-8-2020

10. iNut 11031 3/19/21

11. iNut 11032 ↓

scanned PJ 4-12-2021

The State of Texas

HROW Lease
Revised 8/06



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 112142)
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 **Chesapeake Exploration, LLC**, whose address is **PO Box 18496, Oklahoma City, OK 73154** hereinafter called "Lessee".

1. Lessor, in consideration of **Four Thousand Four Hundred Fifty Nine 00/100 (\$ 4,459.00)** 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:

0.686 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 **0.686** 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 April 5th, 2011** 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: 
DC: 
CG: 

Exhibit A

0.686 acres of land, more or less, being the Bishop Street Right-of-Way, and lying within the Vaquero Unit, in Tarrant County, Texas, and being more particularly described in the following eleven (11) tracts:

Tract 1:

0.015 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 10, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 26th day of March, 1964, by and between CLAY B. HARRIS, as Grantor, and CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantee, recorded in Volume 3917, Page 12, Deed Records, Tarrant County, Texas.

Tract 2:

0.038 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 9, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 26th day of March, 1964, by and between G.V. WILSON and wife, MILDRED WILSON, as Grantor, and CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantee, recorded in Volume 3918, Page 230, Deed Records, Tarrant County, Texas.

Tract 3:

0.220 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being Lot 8, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 29th day of July, 1963, by and between T.J. HENDERSON and wife, FRANCIS A. HENDERSON, as Grantor, and CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantee, recorded in Volume 3834, Page 251, Deed Records, Tarrant County, Texas,

SAVE AND EXCEPT the following two (2) tracts:

1. 0.013 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 8, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 23rd day of March, 1964, by and between CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantor, and CLAY B. HARRIS, as Grantee, recorded in Volume 3917, Page 14, Deed Records, Tarrant County, Texas, and
2. 0.099 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 8, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 30th day of March, 1964, by and between CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantor, and G.V. WILSON and wife, MILDRED WILSON, as Grantee, recorded in Volume 3918, Page 228, Deed Records, Tarrant County, Texas.

Leaving a net 0.108 acres of land, more or less.

Tract 4:

0.220 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being Lot 7, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 30th day of July, 1963, by and between J.R. LOCKHART and wife, MAVITTE LOCKHART, as Grantor, and CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantee, recorded in Volume 3835, Page 287, Deed Records, Tarrant County, Texas,

SAVE AND EXCEPT the following three (3) tracts:

1. 0.047 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 7, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 23rd day of March, 1964, by and between CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantor, and CLAY B. HARRIS, as Grantee, recorded in Volume 3917, Page 14, Deed Records, Tarrant County, Texas, and
2. 0.050 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 7, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 30th day of March, 1964, by and between CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantor, and G.V. WILSON and wife, MILDRED WILSON, as Grantee, recorded in Volume 3918, Page 228, Deed Records, Tarrant County, Texas, and
3. 0.022 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 7, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 7th day of February, 1966, by and between CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantor, and W.T. BLAKE, as Grantee, recorded in Volume 5572, Page 331, Deed Records, Tarrant County, Texas.

Leaving a net 0.101 acres of land, more or less.

Tract 5:

0.220 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being Lot 6, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Action for Condemnation, by and between CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Plaintiff, and WILBUR L. SMITH and wife, DORIS R. SMITH, and EARL L. COPELAND, as Defendants, recorded in Condemnation Cause No. 59545, in the records of the County Courts At Law of Tarrant County, Texas,

SAVE AND EXCEPT the following tract:

0.116 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 6, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 7th day of February, 1966, by and between CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantor, and W.T. BLAKE, as Grantee, recorded in Volume 5572, Page 331, Deed Records, Tarrant County, Texas.

Leaving a net 0.104 acres of land, more or less.

Tract 6:

0.220 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being Lot 5, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 8th day of August, 1963, by and between B.F. RAY and wife, JOHNNIE RAY, as Grantor, and CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantee, recorded in Volume 3837, Page 550, Deed Records, Tarrant County, Texas,

SAVE AND EXCEPT the following tract:

0.165 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 6, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 7th day of February, 1966, by and between CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as

Grantor, and W.T. BLAKE, as Grantee, recorded in Volume 5572, Page 331, Deed Records, Tarrant County, Texas.

Leaving a net 0.055 acres of land, more or less.

Tract 7:

0.004 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 4, Block 7, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed, dated the 31st day of October, 1963, by and between O.R. WHITWORTH and wife, OZELLA WHITWORTH, as Grantor, and CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantee, recorded in Volume 3868, Page 643, Deed Records, Tarrant County, Texas.

Tract 8:

0.003 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 19, Block 6, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed dated the 14th day of February, 1964, by and between GEORGE L. BURNS and wife, LETHA M. BURNS, as Grantor, and CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantee, recorded in Volume 3924, Page 156, Deed Records, Tarrant County, Texas.

Tract 9:

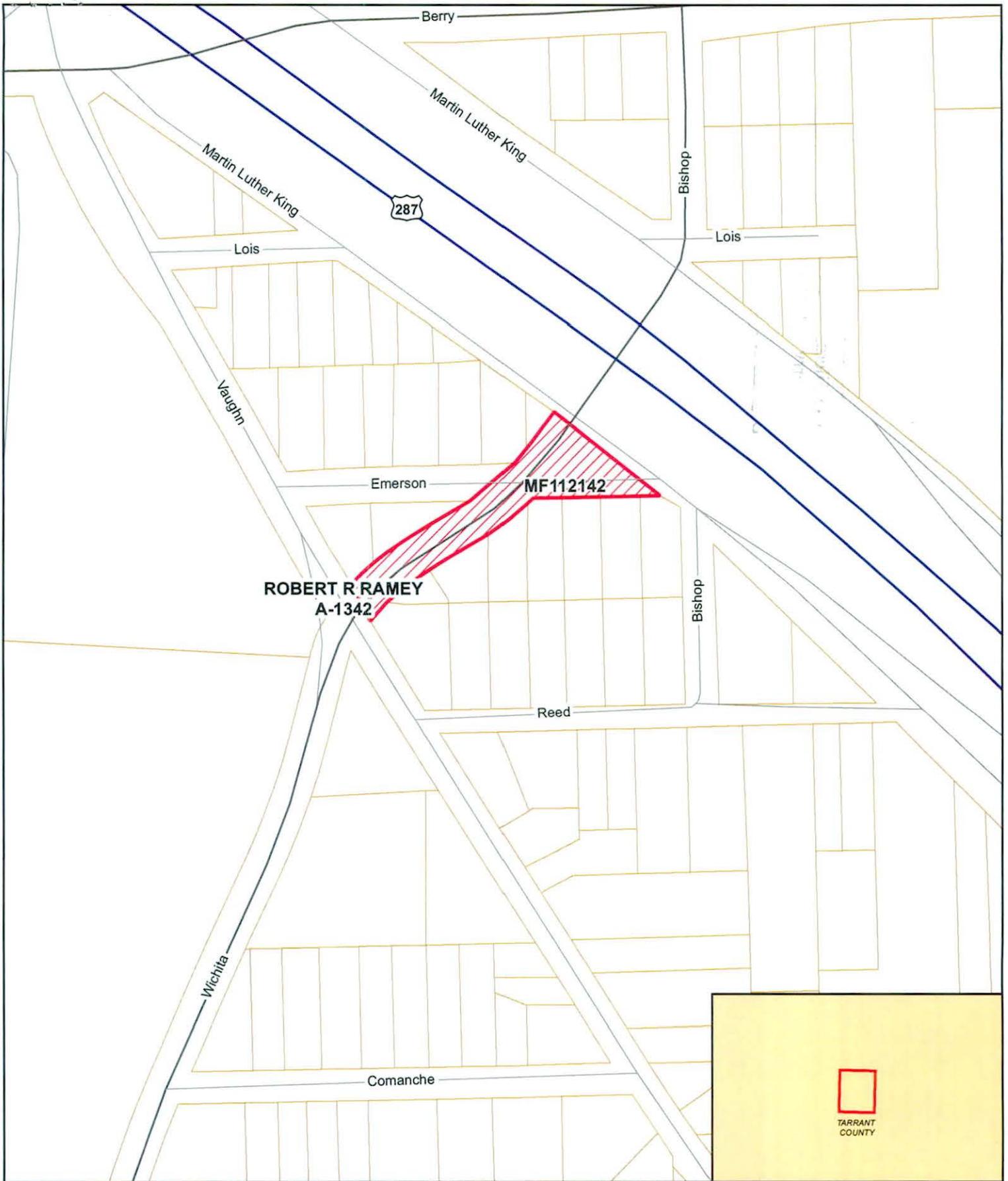
0.062 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 20, Block 6, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, and being that portion said lot lying within the Right-of-Way of Bishop Street.

Tract 10:

0.038 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of Lot 21, Block 6, Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas, as described in that certain Warranty Deed dated the 17th day of December, 1963, by and between J.B. LEATH and wife, MARY ELIZABETH LEATH, as Grantor, and CITY OF FORT WORTH, A MUNICIPAL CORPORATION, as Grantee, recorded in Volume 3884, Page 645, Deed Records, Tarrant County, Texas.

Tract 11:

0.158 acres of land, more or less, situated in the Robert R. Ramey Survey, Abstract No. 1342, being a portion of the Emerson Boulevard Right-of-Way, a part of the Meadowlawn Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 106, Page 160, Plat Records, Tarrant County, Texas.



Map Showing a Buffer of
 Bishop Street
 0.686 Acres
 Tarrant County, TX



200 100 0 200 Feet

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
 February 2011

1.
File No. MF 112142

Lease

Date Filed: 7/18/11

Jerry E. Patterson, Commissioner

By [Signature]



Dale Property Services, LLC

500 Taylor Street, Suite 600
Annex Building

FORT WORTH, TX 76102

(817) 451-5353

February 15, 2011

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

Re: Application by Dale Property Services, L.L.C. to acquire Oil and Gas Lease, covering .686 acres, more or less, being the Bishop Street R-O-W, Tarrant County, Texas. Said application is on behalf of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496.

Dear George:

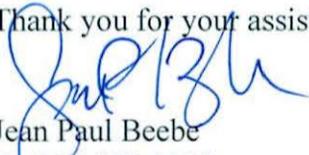
The following described land designates the R-O-W for Bishop Street:

(Please refer to the attached Exhibit "A")

Dale Property Services, L.L.C. ("Dale") has researched the aforementioned R-O-W and discovered that Tarrant County and/or the State of Texas own a portion of it. Dale and/or Chesapeake Exploration, L.L.C. ("Chesapeake") owns oil and gas leases on either side of said R-O-W. Therefore, it is necessary for Dale to acquire an oil and gas lease covering the same in order for Chesapeake to drill a horizontal well from an off-site location. We are requesting that the State of Texas grant Chesapeake an oil and gas lease covering said land. If granted the lease, Chesapeake will combine this lease with their present leases in a concerted plan of development for the Vaquero 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 February 15, 2011, Dale agrees to pay six thousand five hundred dollars (\$6,500.00) 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.


Jean Paul Beebe
P: 817-507-1802
F: 817-496-3822
jeanb@dale-resources.com

DALE OPERATING COMPANY

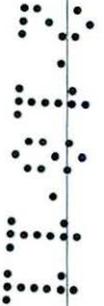
Check No. 00327955

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
02/16/11	021611		4459.00		4459.00
11706170					
121					
5555					
TOTAL 4459.00					

DALE OPERATING COMPANY

Check No. 00327956

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
02/16/11	021611		100.00		100.00
				121	
					11706169
				TOTAL	100.00



U.S. DEPT. OF JUSTICE

2.

File No.

MF 112142

Letter, bonus, + fee

Date Filed:

2/18/11

Jerry E. Patterson, Commissioner

By





MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

HIGHWAY RIGHT OF WAY LEASE CHECKLIST

STATE LEASE MF 112142

LESSEE Chesapeake Exploration, L.L.C.

Address P.O. Box 18946, Oklahoma City, OK 73154-0496

BONUS PER ACRE \$6,500⁰⁰ (Check for affidavit of consideration paid.)

TOTAL CONSIDERATION \$4,459⁰⁰ PAID? Yes No WHEN? 2/18/11

ROYALTY 1/4 TERM 1 year

DATE OF LEASE 4/5/11

SHUT IN ROYALTY PER ACRE \$25⁰⁰ TOTAL ACRES .686

COUNTY Tarrant

ROAD NAME Bishop Street

FULL DESCRIPTION [Abstract, Block, Township, Section)
Robert R. Ramey Survey, A-1342

EXHIBIT FOR LEASE PROVIDED? Yes No [Do not write on Exhibit.]

PLAT PROVIDED? Yes No Put sticky note on correct plat with MF #, acres, highway name, county, & abstract number for Zeke.

- Clip all adjoining leases together.
- Clip all deeds together.
- Give to Beverly to generate lease and docket.

3.

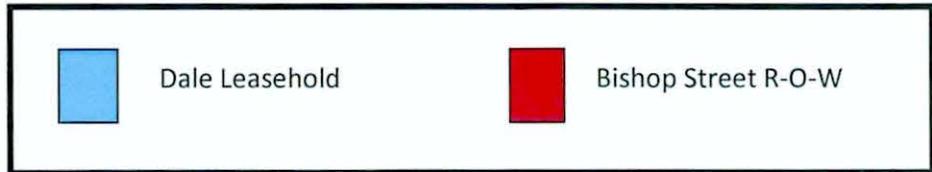
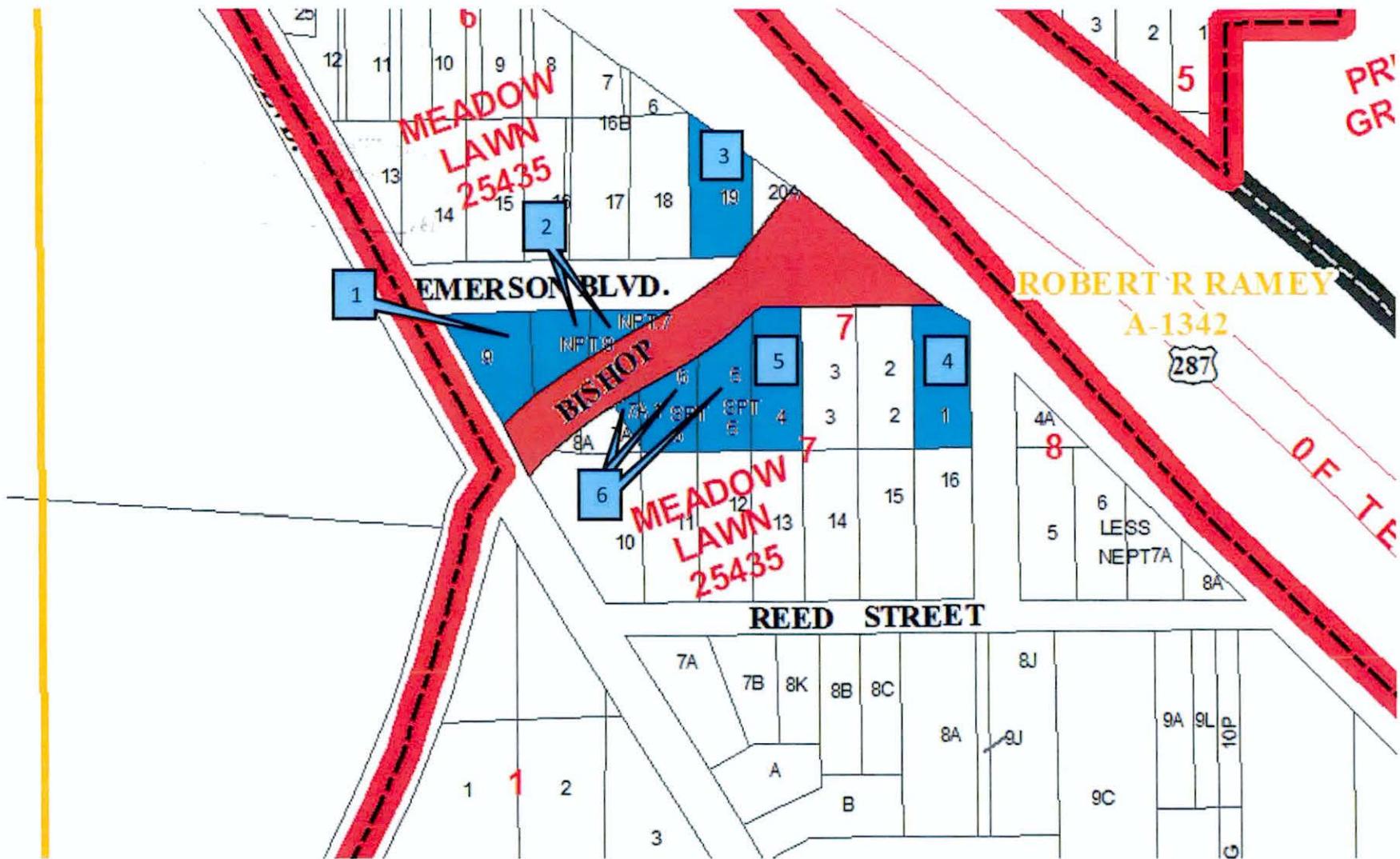
File No. MF 112142

Sto Memo

Date Filed: 2/18/11

Jerry E. Patterson, Commissioner

By [Signature]



4.

File No. MF112142

lat

Date Filed: 7/18/11

Jerry E. Patterson, Commissioner

By JP

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF Tarrant

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

Mrs. Owsley President of Union Bank of Fort Worth

known to me to be the person and officer

whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

Union Bank of Fort Worth

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of March A. D. 19 64

(L. S.)

Haller
Notary Public in and for Tarrant County, Texas

Filed for Record APR 3 1964
And Recorded APR 8 1964
Instrument No. 23280
W. C. "RED" COWEN, County Clerk
Tarrant County, Texas
By *E. Owsley* Deputy

The State of Texas,
County of Tarrant

Know All Men by These Presents:

That I, Clay B. Harris

23281 1/2

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

City of Fort Worth, a municipal corporation as follows:

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

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

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

A tract of land containing 644.7 square feet of land out of the Northwest
portion of Lot 10, Block 7, MEADOWLAWN ADDITION to the City of Fort Worth,
Tarrant County, Texas, according to plat recorded in Vol. 106, page 160,
of the Deed Records of Tarrant County, Texas, and being more particularly
described as follows:

BEGINNING at the original Northwest corner of Lot 10, Block 7, Meadowlawn
Addition to the City of Fort Worth;

THENCE North 89 degrees 50 minutes East along the North line of said Lot
10, a distance of 43.79 feet to a point;

THENCE South 41 degrees 44 minutes West a distance of 39.57 feet to a
point in the West line of said Lot 10, said point bears Southeast a dis-
tance of 34.19 feet from the original northwest corner of said Lot 10;

3917112

THENCE North 30 degrees 41 minutes West along the West line of said lot 10, a distance of 34.19 feet to the point of beginning, and containing 644.7 square feet of land, more or less, out of the Northwest portion of Lot 10, Block 7, Meadowlawn 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 26th day of March, 1964

Clay B. Harris
Clay B. Harris

~~WITNESS my hand and seal of office~~

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 day of ^{April} ~~March~~, A. D. 19 64

(L. S.)

Hannay L. Pepper
Notary Public in and for Tarrant County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

Filed for Record APR 3 1964 at 1:18 P.M.

And Recorded APR 8 1964 at 9:25 A.M.

Instrument No. 23281 W. C. RED COWEN County Clerk Tarrant County, Texas

Clay

The State of Texas,

County of Tarrant

Know All Men by These Presents:

24278 / 50

That we, G.V. Wilson and wife, Mildred Wilson

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

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

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

and other good and valuable considerations
to us in hand paid by

City of Fort Worth, a municipal corporation

as follows:

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

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

City of Fort Worth, a municipal corporation

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

A tract of land containing 1649 square feet of land out of the South portion of Lot 9, Block 7, MEADOWLAWN ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Vol. 106, page 160, of the Deed Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at the original Southwest corner of Lot 9, Block 7, Meadowlawn Addition to the City of Fort Worth, said corner being within the right-of-way of Bishop Street;

THENCE North 27 degrees 50 minutes West along the West line of said Lot 9 and the East right-of-way line of Vaughn Boulevard, a distance of 40.39 feet to a point;

THENCE North 89 degrees 50 minutes East a distance of 8.94 feet to a point, said point being on the arc of a curve whose radius is 372 feet and whose center bears South 46 degrees 34 minutes East from said point

through a central angle of 6 degrees 46 minutes;

THENCE in a Northeasterly direction along the arc of said curve a distance of 44.12 feet to a point in the east line of said Lot 9, said point bears North 0 degrees 33 minutes West a distance of 66.15 feet from the original Southeast corner of said Lot 9;

THENCE South 0 degrees 33 minutes East along the East line of said Lot 9, a distance of 66.15 feet to the Southeast corner of said Lot 9;

THENCE South 89 degrees 50 minutes West along the South line of said Lot 9, a distance of 22.4 feet to the place of beginning, and containing 1649 square feet 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

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 26th day of March, 1964

G.V. Wilson
G.V. Wilson

~~Witness at the execution of this instrument~~

Mildred Wilson
Mildred Wilson

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 G.V. Wilson

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 3rd day of ~~March~~ ^{April}, A. D. 19 64

(L. S.)

Harvey E. Pappas
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 Mildred Wilson wife of G.V. Wilson known

to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same fully explained to her, she the said Mildred Wilson 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 3rd day of ~~March~~ ^{April}, A. D. 19 64

(L. S.)

Harvey E. Pappas
Notary Public in and for Tarrant County, Texas

Filed for Record APR 7 1964

And Recorded APR 10 1964

Instrument No. *202-211*

W. C. "RED" COWEN, County Clerk
Tarrant County, Texas

Deputy

4:05 P.M.

4:57 P.M.

ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the above state and county, on this day personally appeared W. J. Thompson 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 on this the 10 day of July, 1963

[Signature]
Notary Public in and for Tarrant County Texas

Filed for Record AUG 1 1963 12:21P
And Recorded AUG 1 1963 12:33P
COWEN County Clerk
Deputy [Signature]

The State of Texas, }
County of Tarrant

Know All Men by These Presents:

That we, T.J. Henderson and wife, Frances A. Henderson

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

of the sum of TEN AND NO/100 DOLLARS
(\$10.00)

and other good and valuable considerations to us in hand paid by

City of Fort Worth, a municipal corporation as follows:

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

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

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

Lot 8, Block 7, MEADOWLAWN ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Vol. 106, page 160, of the Deed Records of Tarrant County, Texas.



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

City of Fort Worth, 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 at Fort Worth, Texas this 29th day of July, 1963

~~Witnessed at Request of County~~

[Signature]
T.J. Henderson
Frances A. Henderson
Frances A. Henderson

3834/251

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 known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of July A. D. 19 63
(L. S.) *Flora Mae Morris*

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 Frances A. Henderson wife of T. J. Henderson 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 Frances A. Henderson, acknowledged each 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 30th day of July A. D. 19 63
(L. S.) *Flora Mae Morris*

Filed for Record

AUG 1 1963

112-271P
1234P

And Recorded

AUG 1 1963

Instrument No. 51877

WARRANTY DEED (WITH VENDOR'S LIEN)

TEXAS STANDARD FORM

The State of Texas,
County of TARRANT

Know All Men by These Presents:

That I, FRANCES BERKELEY SPILLER MERRILL, joined herein by my husband, GEORGE M. MERRILL,

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

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

and other good and valuable consideration (\$10.00) DOLLARS to us paid, and secured to be paid, by

HAZEL DODD BUCKLEY, a widow, as follows:
Cash in hand paid by Grantee herein, receipt of which is hereby acknowledged; and
The further consideration of the execution and delivery by Grantee herein of one certain promissory note of even date herewith in the principal sum of \$11,250.00, payable to the order of FRANCES BERKELEY SPILLER MERRILL in monthly installments of \$94.52 each, including 6% interest, beginning October 1, 1963, all as therein provided; said note being secured by the Vendor's Lien herein retained and additionally secured by Deed of Trust of even date herewith to Walter Hayes, Trustee;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said HAZEL DODD BUCKLEY, a widow,

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

Lot 19, and the North 1/2 of Lot 18, Block 12, RYAN PLACE, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat filed in Book 310, Page 80, Deed Records of Tarrant County, Texas.

Grantee herein assumes taxes for 1963 and subsequent years.

This conveyance is made subject to all restrictive covenants, easements and zoning ordinances, if any, affecting 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 HAZEL DODD BUCKLEY, a widow

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§

KNOW ALL MEN BY THESE PRESENTS:

23282

That the City of Fort Worth, a municipal corporation of Tarrant County, Texas, acting by and through Bayard H. Friedman, its duly authorized Mayor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Clay B. Harris, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the said Clay B. Harris, of the County of Tarrant and State of Texas, all that certain lot, tract and parcel of land lying and being situated in Tarrant County, Texas, described as follows:

A parcel of land off the southern portion of Lots 7 and 8, Block 7, Meadowlawn Addition to the City of Fort Worth, Tarrant County, Texas, more particularly described as follows:

Beginning at the original southeast corner of Lot 7, Block 7, Meadowlawn Addition to the City of Fort Worth, Tarrant County, Texas;
Thence south 89 degrees 50 minutes west a distance of 60 feet along the south line of said Lot 7 to the original southwest corner of said Lot 7, said corner also being the original southeast corner of Lot 8, Block 7, Meadowlawn Addition;
Thence continuing south 89 degrees 50 minutes west a distance of 36.72 feet along the south line of said Lot 8 to a point;
Thence north 49 degrees 00 minutes east a distance of 48.31 feet to a point on the east line of said Lot 8, said point being a distance of 31.58 feet from the said southeast corner of Lot 8;
Thence north 57 degrees 29 minutes east a distance of 28.65 feet to a point;
Thence north 60 degrees 04 minutes east a distance of 7.80 feet to a point;
Thence south 29 degrees 56 minutes east a distance of 58.37 feet to the point of beginning, and containing 2595.8 square feet 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 Clay B. Harris and his heirs and assigns forever. And said 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 Clay B. Harris, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas, this 23 day of March, A. D. 1964.

CITY OF FORT WORTH

BY [Signature]
Mayor

ATTEST:

[Signature]
City Secretary

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Bayard H. Friedman, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23 day of March, A. D. 1964.

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

CITY COUNCIL MINUTES

MARCH 16, 1964

On the 16th day of March, A. D., 1964, the City Council of the City of Fort Worth, Texas, met in regular session with the following members present,

to-wit:

Mayor Bayard H. Friedman; Councilmen Harris P. Hoover, R. M. Stovall, Willard Barr, T. Z. Hamm, W. S. Kemble, Jr., R. E. Harding, Jr., Scranton Jones and Marvin B. Shannon; J. L. Brownlee, City Manager; S. E. Wilkes, Jr., Assistant City Attorney; Roy A. Bateman, City Secretary; with more than a quorum present, at which time the following business, among other things, was transacted:

Attention of the City Council was called to Mayor and Council Communication No. L-350 from the City Manager, presenting additional information regarding the exchange of City-owned properties for the Bishop Street Extension Project, as proposed in Mayor and Council Communication Nos. L-324 and L-325 dated

in [redacted] and Council Communication Nos. L-324 and L-325, dated March 2, 1964. After discussion, Councilman Barr made a motion, seconded by Councilman Kemble, that the City acquire the land required for the Bishop Street right-of-way, as set forth in Mayor and Council Communication Nos. L-324 and L-325, respectively, as follows:

1. That the City convey a portion of the south residue of Lot 7, and the south residue of Lot 8, Block 7, Meadowlawn Addition, containing 2,595.8 square feet, in exchange for 644.7 square feet from the northwest corner of Lot 10, Block 7, Meadowlawn Addition.
2. That the City convey the north portion of Lots 7 and 8, Block 7, Meadowlawn Addition, containing approximately 6,385 square feet, in exchange for 1,649 square feet off the south end of Lot 9, Block 7, Meadowlawn Addition, and pay \$900.00 to the owner of Lot 9, for the improvements, consisting of a two car garage and three storage sheds, which are located in the right-of-way required.

Upon the motion being put to a vote by the Mayor, it prevailed as follows:

AYES: Mayor Friedman, Councilmen Hoover, Stovall, Barr, Hamm, Kemble, Harding and Shannon.

NOES: Councilman Jones.

ABSENT: None

THE STATE OF TEXAS }
COUNTY OF TARRANT }

I, Roy A. Bateman, City Secretary of the City of Fort Worth, Texas, do hereby certify that the above and foregoing is a true and correct copy of an excerpt from the Minutes of a regular meeting of the City Council of the City of Fort Worth held on the 16th day of March, A. D., 1964 as same appears of record in Minute Book T-1, Page 111.

WITNESS MY HAND and the official seal of the City of Fort Worth, Texas, this the 24th day of March A. D., 1964.

Roy A. Bateman
CITY SECRETARY OF THE CITY
OF FORT WORTH, TEXAS

Subscribed and sworn to before me this the 24th day of March, A. D., 1964.

Virginia E. Fickell
NOTARY PUBLIC IN AND FOR
TARRANT COUNTY, TEXAS

Filed for Record

APR 3 1964

1:18P M

And Recorded

APR 8 1964

2:40A M

Instrument No. 23282

W. C. RED GOWEN, County Clerk
Tarrant County, Texas

By *[Signature]* Deputy

24277 130

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That the City of Fort Worth, a municipal corporation of Tarrant County, Texas, acting herein by and through Bayard H. Friedman, its duly authorized Mayor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by G. V. Wilson and wife, Mildred Wilson, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the said G. V. Wilson and wife, Mildred Wilson, of the County of Tarrant and State of Texas, all that certain lot, tract and parcel of land lying and being situated in Tarrant County, Texas, described as follows:-

A portion of Lots 7 and 8, Block 7, Meadowlawn Addition to the City of Fort Worth, Tarrant County, Texas, more particularly described as follows:

Beginning at the original northwest corner of Lot 8, Block 7, Meadowlawn Addition;
Thence north 89 degrees 43 minutes east along the north line of said Lot 8, at 60 feet the northwest corner of Lot 7, Block 7, Meadowlawn Addition, in all 120 feet to a point, said point being the original northeast corner of said Lot 7;
Thence south 0 degrees 33 minutes east along the east line of said Lot 7 a distance of 18.94 feet to a point, said point being on the north right of way line of Bishop Street;
Thence south 60 degrees 04 minutes west along the north right of way line of Bishop Street, at 68.81 feet the west line of said Lot 7 and the east line of said Lot 8, in all 77.06 feet to a point, said point being the beginning of a curve to the left whose radius is 372 feet and whose center bears south 29 degrees 56 minutes east through a central angle of 9 degrees 52 minutes;
Thence along the arc of said curve to the left a distance of 64.06 feet to a point in the west line of said Lot 8;
Thence north 0 degrees 33 minutes west along the west line of said Lot 8 a distance of 93.85 feet to the place of beginning, and containing 6,385 square feet 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 G. V. Wilson and wife, Mildred Wilson, their heirs and assigns forever. And said 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 G. V. Wilson and wife, Mildred Wilson, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas, this 30th day of March, A. D. 1964.

CITY OF FORT WORTH

BY [Signature]
Mayor

ATTEST:

[Signature]
City Secretary

THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Bayard H. Friedman, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of March, A. D. 1964.

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

Filed for Record APR 7 1964

And Recorded APR 10 1964

Instrument No. 14317

W. C. "RED" COWEN, County Clerk
Tarrant County, Texas

[Signature] Deputy

at 4:05 P.M.

at 9:54 A.M.

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of JUNE A. D. 19 63.
(L. S.) A. B. COOK
A. B. Cook

WIFE'S SEPARATE ACKNOWLEDGMENT

Filed for Record AUG 5 1963 12:29 P.M.

And Recorded AUG 8 1963 2:40 P.M.

Instrument No. 52648 RED COWEN County Clerk
Tarrant County, Texas

A. Cowen Deputy

126-WARRANTY DEED EMC

TEXAS STANDARD FORM

The State of Texas,
County of TARRANT

52649-125
Know All Men by These Presents:

That we, J. R. Lookhart and wife, Mavlitte Lookhart,

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

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

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

CASH and other good and valuable consideration to us in hand paid by CITY OF FORT WORTH, a municipal corporation, thereof of which is hereby acknowledged, ~~xxxxxx~~



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

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

LOT 7, BLOCK 7, MEADOWLAWN ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Vol. 106, page 160, of the Deed Records of Tarrant County, Texas;

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

Grantee herein assumes payment of taxes for the year 1963.

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 ~~her~~ 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

3835/287

~~xxx~~ 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 30th day of JULY, 1963.

~~Witnessed Request of Grantor~~

J. R. Lockhart
J. R. Lockhart
Mavitte Lockhart
Mavitte Lockhart

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of JULY, A. D. 1963.

(L. S.)

Adelade Grayson
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 Mavitte Lockhart, wife of J. R. Lockhart, 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 Mavitte Lockhart, 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 30th day of JULY, A. D. 1963.

(L. S.)

Adelade Grayson
Notary Public in and for Tarrant County, Texas

Filed for Record AUG 5 1963 at 12:30 P.M.
And Recorded AUG 8 1963 at 2:40 P.M.
Instrument No. 52649
W. C. RED COWEN, County Clerk
Tarrant County, Texas
By *M. Cooper* Deputy

22
05

DEC-23-73 151249

A - NO

250

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That the City of Fort Worth, a municipal corporation of Tarrant County, Texas, acting by and through its duly authorized Mayor, Willard Barr, for and in consideration of the sum of One Thousand Four Hundred Sixty and No/100 Dollars (\$1,460.00) and other good and valuable consideration, receipt of which is acknowledged and confessed, has Granted, Sold and Conveyed and by these presents does Grant, Sell and Convey unto W. T. Blake of Tarrant County, Texas, all that certain lot, tract or parcel of land situated in Tarrant County, Texas, and being more particularly described as follows:

A parcel of land being the residue of Lots 5, 6 and 7, Block 7, Meadowlawn Addition to the City of Fort Worth as recorded in Volume 106, Page 160 of the plat records of Tarrant County, Texas, and being more fully described as follows:

BEGINNING at the southeast corner of Lot 7 of said Block 7, said corner being the southwest corner of Lot 6 of said Block 7,
THENCE north 39 degrees 56 minutes west a distance of 58.37 feet to a point in the new south right-of-way line of Bishop Street said point being 10.3 feet southerly of the south curb line of said Bishop Street.
THENCE north 59 degrees 56 minutes east along the new south right-of-way line of said Bishop Street a distance of 118.77 feet and whose center bears north 30 degrees 04 minutes west, said point being 10.0 feet southerly of the south curb line of said Bishop Street.
THENCE in a northeasterly direction along the arc of said curve to the left through a central angle of 8 degrees 24 minutes a distance of 54.54 feet to a point on the east line of Lot 5 of said Block 7, said point being 9.8 feet southerly of the south curb line of said Bishop Street,
THENCE south 0 degrees 33 minutes east along the east line of said Lot 5 a distance of 140.4 feet to the southeast corner of said Lot 5.
THENCE south 89 degrees 50 minutes west along the south line of Lots 5 and 6 of said Block 7, a distance of 120.0 feet to the place of beginning and containing 8,238 square feet of land.

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

5572/331

anywise belonging unto W. T. Blake, his heirs 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 W. T. Blake, his heirs 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 7th day of February, A. D. 1966.

CITY OF FORT WORTH

Willard Barr
Mayor

ATTEST:

Faye Peterson
City Secretary

THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Willard Barr, 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 7th day of February, A. D. 1966.

Jack W. Green
Notary Public in and for Tarrant
County, Texas

GF-13362-B AB

CITY OF FORT WORTH

TO

W. T. BLAKE

WARRANTY DEED

FILED COUNTY, TEXAS
DEC 20 AM 10:38
BY COUNTY CLERK DEP

Return to: First National Bank
of Fort Worth
One Burnett Plaza
Ft. Worth, Texas 76102

Attn. Gerald Hartman
Real Estate Loan Dept.

NO. 59545

Cause No. 59545
Lot 6, Block 7

CITY OF FORT WORTH	§	CONDEMNATION PROCEEDINGS BEFORE
VS.	§	DREW S. CLIFTON, JUDGE OF THE
WILBUR L. SMITH, ET AL.	§	COUNTY COURT AT LAW OF TARRANT COUNTY, TEXAS

TO THE HONORABLE DREW S. CLIFTON, JUDGE OF THE COUNTY COURT AT LAW OF TARRANT COUNTY, TEXAS:

Now comes the City of Fort Worth, a municipal corporation of Tarrant County, Texas, and would respectfully show:

1.

Your Petitioner is complaining of Wilbur L. Smith and wife, Doris R. Smith, who reside in Fort Worth, Tarrant County, Texas (3304 Emerson).

2.

Your Petitioner, the City of Fort Worth, is a municipal corporation located in Tarrant County, Texas, duly incorporated, organized and existing under and by virtue of a special charter adopted by the qualified voters of said City at an election duly and regularly held on the 11th day of December, A. D. 1924, pursuant to the power vested in said qualified voters by the laws and Constitution of Texas and as such municipal corporation, it is vested with the power and authority to appropriate private property by condemnation proceedings and to exercise all the powers of eminent domain and particularly in connection with the widening, opening, building, extending, straightening and improving streets and thoroughfares in the City of Fort Worth, Tarrant County, Texas.

3.

The Defendants are the owners of the following described lot, tract or parcel of land situated in Tarrant County, Texas:

Lot 6, Block 7, Meadowlawn Addition to the City of Fort Worth, Tarrant County, Texas.

4.

In order to properly meet and accommodate the needs and properly protect and safeguard the public welfare, safety and convenience of the inhabitants and the citizens of the said City and the public generally,

it is the duty of the municipal government of the said City to acquire, construct and maintain an adequate system of streets and thoroughfares for the use of its inhabitants and the public generally.

5.

The City Council of the City of Fort Worth, in the exercise of its sound discretion, deems it necessary and finds that public necessity requires that certain streets and thoroughfares in the City of Fort Worth, Tarrant County, Texas, be constructed, opened, extended, widened, straightened and improved, and that public necessity requires in making such permanent improvements, that the above described property be acquired; and in compliance with said necessity the City Council has duly authorized its City Attorney to institute such condemnation proceedings as will be necessary to acquire the above described property and adequately compensate the owners thereof for the ground taken by virtue of its use.

6.

Public necessity requires that the above described work be done in opening, extending, widening, straightening and improving said streets and thoroughfares in strict compliance with the laws and Constitution of the State of Texas and the Charter and ordinances of the City of Fort Worth, it is necessary that the above mentioned proceedings be had.

7.

Public necessity exists for these improvements. All acts, conditions and things required by the laws and Constitution of the State of Texas and the Charter and ordinances of the City of Fort Worth pursuant to the making of such improvements have been done, have happened and have been performed in proper and lawful time, form and manner.

8.

The following parties are claiming some rights, titles or interests in and to the hereinabove described property, to-wit:

Earl L. Copeland by Deed of Trust dated December 20, 1955, filed December 27, 1955, and recorded in Volume 1240, Page 458, Deed of Trust Records, Tarrant County, Texas; service upon Earl L. Copeland may be had at the Oak Cliff Bank and Trust Company, Accounting Department, Dallas, Texas.

Your Petitioner and the owners of the above described land have been unable to agree upon the amount of damages to said land from said construction work, and further, your Petitioner and the said owners have been unable to agree upon the names of three disinterested freeholders of Tarrant County, Texas, to act as commissioners to assess said damages.

WHEREFORE, premises considered, your petitioner prays the Court to name three disinterested freeholders of Tarrant County, Texas, to determine the value of said property herein described and for a decree of condemnation vesting in Petitioner fee simple absolute title to said land to the end that Petitioner, its agents, servants and employees may at once enter upon said land for the purpose of making the improvements above described, for costs of suit and for such other and further relief, both general and special, as Petitioner may be entitled to under the law.

By



S. G. JOHNDROE, JR.
ALBERT WHITE

Attorneys for the Petitioner
CITY OF FORT WORTH
1000 Throckmorton Street
Fort Worth 2, Texas

NO. 59545

CITY OF FORT WORTH § CONDEMNATION PROCEEDINGS BEFORE
 § DREW S. CLIFTON, JUDGE OF THE
 § COUNTY COURT AT LAW OF TARRANT
 § COUNTY, TEXAS
WILBUR L. SMITH, ET AL.

JUDGMENT

On this 22nd day of oct, A. D. 1963, the above entitled and numbered condemnation proceedings, in which the City of Fort Worth is the Petitioner and Wilbur L. Smith and wife, Doris R. Smith, and Earl L. Copeland are Defendants, came on to be considered the decision and award of the special commissioners therein filed with the Judge of the County Court at Law of Tarrant County, Texas, on or about the 19th day of September, A. D. 1963; and it appearing to the Court, and the Court so finds, that in pursuance of the Petition or Statement in Writing filed with the Judge of this Court by the City of Fort Worth, Petitioner, on the 26th day of July, A. D. 1963, wherein upon the facts alleged, said Petitioner prayed for condemnation of the hereinafter described real property and that the value of the said property be determined, and for a decree of condemnation vesting in Petitioner said land; that said Petition was considered, and forthwith upon its filing, to-wit: on the 26th day of July, A. D. 1963, the Judge appointed John S. Davis, Joe H. Edwards and F. C. Richey, three disinterested freeholders of Tarrant County, Texas, as special commissioners to assess the value of said land; that thereafter said commissioners met, took the oath required by law, appointed the date and time for hearing such parties, and caused to be served notice thereto, as required by law; and the Court so finds, that on the 19th day of September, A. D. 1963, said special commissioners held a hearing on said Petition or Statement in Writing of the City of Fort Worth to condemn that certain tract or parcel of land situated in Tarrant County, Texas, more particularly described as follows:

Lot 6, Block 7, Meadowlawn Addition to the City of Fort Worth, Tarrant County, Texas,

for the purpose of opening, extending, widening, straightening and improving certain streets and thoroughfares in the City of Fort Worth, Tarrant County, Texas; that the said Wilbur L. Smith and wife, Doris R. Smith, and Earl L. Copeland, who own or claim some character of interest in and to said land and premises and all other interested parties had theretofore been duly notified, as required by law, of the time and place of the hearing; that the City of Fort Worth, Petitioner, appeared by its attorney, Albert White, and the Defendants, Wilbur L. Smith and wife, Doris R. Smith, and Earl L. Copeland, appeared personally; that the said commissioners, after fully hearing the Petitioner and the Defendants at the appointed time and place and after hearing and considering all of the evidence as to the value of the tract or parcel of land to be taken, find that the total amount for said land to which Defendants, Wilbur L. Smith and wife, Doris R. Smith, and Earl L. Copeland, are entitled, is Nine Thousand, Five Hundred and No/100 Dollars (\$9,500.00); that said decision and award of the commissioners was thereafter reduced to writing and filed with the Judge of the County Court at Law and the Clerk of the County Court at Law on or about the 19th day of September, A. D. 1963; that the special commissioners, in so doing, decided and ordered that the amount due the Defendants, Wilbur L. Smith and wife, Doris R. Smith, and Earl L. Copeland, for the said land was Nine Thousand, Five Hundred and No/100 Dollars (\$9,500.00); and it is further ordered that all costs be adjudged against the City of Fort Worth; that thereafter on the 4th day of October, A. D. 1963, the amount of the award to which the Defendants were entitled, in the sum of Nine Thousand, Five Hundred and No/100 Dollars (\$9,500.00), was deposited into the registry of the County Court at Law of Tarrant County, Texas, by Petitioner, the City of Fort Worth; that said amount was withdrawn by the Defendants from the registry of the Court on the 9th day of October, A. D. 1963; that no objections to the decision and award of the commissioners, within twenty (20) days of the date of the filing thereof, have been filed or appeal taken by the said Wilbur L. Smith and wife, Doris R. Smith, and Earl L. Copeland, or any other interested

party owning or claiming some character of interest in and to the hereinabove described land and premises, which is the subject matter of this proceeding.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that Petitioner, City of Fort Worth, do have and recover fee simple absolute title in and to the land of the Defendants, which is more particularly described and designated as follows:

Lot 6, Block 7, Meadowlawn Addition to the City of Fort Worth, Tarrant County, Texas.

And the same is hereby decreed to and vested in said Petitioner; that the said Wilbur L. Smith and wife, Doris R. Smith, and Earl L. Copeland do have and recover of and from the City of Fort Worth, Petitioner, the sum of Nine Thousand, Five Hundred and No/100 Dollars (\$9,500.00) as payment for said land; and that the City of Fort Worth pay all costs of these proceedings and of this Court and for said land and premises, for which let writ of possession issue to Petitioner, City of Fort Worth.

IT IS ACCORDINGLY FURTHER ORDERED, ADJUDGED AND DECREED, that the City of Fort Worth, Petitioner, do have immediate possession of and right of entry upon said land and premises, for which it may have its writ of possession.

The Clerk of this Court is hereby ordered and directed to record this order and the award of the special commissioners into the minutes of the County Court at Law.

RENDERED AND SIGNED this 22nd day of Oct.

A. D. 1963.

Drew S. Clifton
Judge

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public,

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

Duane Johnson

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 8th day of August, A. D. 1963



Regina Rogers
Notary Public Tarrant Co Texas

JOINT ACKNOWLEDGEMENT

Filed for Record AUG 9 1963 at 3:50 P.M.

And Recorded AUG 14 1963 at 3:29 P.M.

Instrument No. 54378 W. C. "RED" COWEN, County Clerk
Tarrant County, Texas

By *D. Johnson* Deputy

The State of Texas,
County of Tarrant

54379 125
Know All Men by These Presents:

That we, B.F. Ray and wife, Johnnie Ray

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

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

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

and other good and valuable considerations
to us in hand paid by

City of Fort Worth, a municipal corporation as follows:

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

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

City of Fort Worth, a municipal corporation

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

Lot 5, Block 7, MEADOWLAWN ADDITION to the City of
Fort Worth, Tarrant County, Texas, according to the
plat recorded in Vol. 106, page 160, of the Deed
Records of Tarrant County, Texas.



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

City of Fort Worth, its successors

hereby 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

hereby 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 8th day of August 1963

Witnesses Requested of County

B.F. Ray
B.F. Ray
Johnnie Ray
Johnnie Ray

38371550

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 B.F. Ray 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 8th day of August A. D. 19 63

(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 Johnnie Ray wife of B.F. Ray 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 Johnnie Ray 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 8th day of August A. D. 19 63

(L. S.)

Notary Public in and for Tarrant County, Texas

Filed for Record AUG 9 1963

And Recorded AUG 14 1963

W. C. "RED" COWEN, County Clerk
Tarrant County, Texas

Instrument No. 54379

By [Signature] Deputy

151—WARRANTY DEED (WITH VENDOR'S LIEN)

TEXAS STANDARD FORM

54380 1 23

The State of Texas,
County of TARRANT

Know All Men by These Presents:

That WE, P. L. MARTIN, JR. and wife, MATTIE E. MARTIN

of the County of TARRANT State of TEXAS for and in consideration

of the sum of

TEN DOLLARS and other good and valuable consideration DOLLARS

to us paid, and secured to be paid, by ROBERT W. RANKIN and wife, PATSY RANKIN, the receipt of which is hereby acknowledged; and

as follows:

\$8700.00 cash in hand paid by WELBORN MORTGAGE CORPORATION, the receipt of which is also hereby acknowledged, said sum having been advanced at the special instance and request of the grantees herein as part of the purchase price of the hereinafter described property and to evidence which grantees have executed a note for said amount payable to the order of WELBORN MORTGAGE CORPORATION as provided; said note being secured by vendor's lien retained herein and additionally secured by deed of trust of even date herewith to ROBERT T. WELBORN, Trustee; and which note and liens securing same constitute a first and superior lien on the hereinafter described property;

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

ROBERT W. RANKIN and wife, PATSY RANKIN

of the County of TARRANT State of TEXAS all that certain

lot, tract or parcel of land described as follows:

Lot 6-B, a Revision of Lots 5 and 6, Block 31, SYLVAN HEIGHTS ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat filed in Book 388-M Page 509, Deed Records, Tarrant County, Texas.



CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Dallas

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

J. C. Cantrell, Executive Secretary, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Baptist Foundation of Texas, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of October A. D. 1963.

MRS. A. H. GRUBBS, Notary Public *Mrs. A. H. Grubbs*
(L.S.) My Commission Expires June 1, 1966 Notary Public in and for Dallas County, Texas.
644—The Odess Company, Publishers—Dallas

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

WHEREAS, at a regular meeting of the Board of Directors of Baptist Foundation of Texas held on May 15, 1967, the following resolution was adopted:

"BE IT RESOLVED: That the Executive Secretary of Baptist Foundation of Texas be and is hereby authorized to execute and deliver, on behalf of the Foundation, releases and partial releases of any mortgage, deed of trust, vendor's lien or other liens, farm and grazing leases, transfers and assignments of liens, oil and/or gas division and transfer orders to pipelines or other purchasers of petroleum or mineral products, now or hereafter owned, held or standing in the name of the Foundation; and Secretary or Assistant Secretary of Baptist Foundation of Texas is authorized to attest such instruments and to affix thereto the corporate seal of the Foundation."

I further certify that the above resolution appears in the minutes of said meeting, has not been rescinded; and that J. C. Cantrell is now Executive Secretary of the corporation, this the 30th day of October 1963.

Richard M. ...

Filed for Record NOV 6 1963 at 8:24 AM
And Recorded NOV 8 1963 at 10:51 AM
Instrument No. 77086
W. C. "RED" COWEN, County Clerk
Tarrant County, Texas
By *W. C. Cowen* Deputy

125—WARRANTY DEED TEXAS STANDARD FORM

The State of Texas, } 77086 / 50
County of TARRANT } Know All Men by These Presents:

That I, O. R. Whitworth and wife, Ozella Whitworth

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

City of Fort Worth, a Municipal Corporation as follows:-

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



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

3868/643

Part of Lot 4, Block 7, MEADOWLAWN ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Vol. 106, page 160, of the Deed Records of Tarrant County, Texas; and containing 187.3 square feet of land on the south side of Bishop Street at the Northwest corner of Lot 4, Block 7, Meadowlawn Addition to the City of Fort Worth, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at the original northwest corner of Lot 4, Block 7, Meadowlawn Addition to the City of Fort Worth, Tarrant County, Texas, said corner being within the right-of-way of Bishop Street;

THENCE North 89 degrees 43 minutes East along the North line of Lot 4 a distance of 18.93 feet to a point in the north line of said Lot 4, being the south right-of-way line of Emerson Street;

THENCE Southwesterly along a curve to the right whose radius is 372 feet and whose center bears North 43 degrees 44 minutes West a distance of

372 feet through a central angle of 4 degrees 12 minutes, a distance of 27.27 feet along the arc of said curve to a point in the West line of said Lot 4, and said point being 19.79 feet in a southeasterly direction from the original Northwest corner of said Lot 4;

THENCE North 0 degrees 33 minutes West along the West line of said Lot 4, a distance of 19.79 feet to the point of beginning, and containing 187.3 square feet of land.

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

~~we~~ 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

~~we~~ 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 31st day of October, 1963.

O.R. Whitworth
O.R. Whitworth

~~Witness my hand and seal of office~~

Ozella Whitworth
Ozella Whitworth

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
O.R. Whitworth

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 4th day of October, A. D. 19 63

(L. S.)

X Robert C. Smith
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
Ozella Whitworth, wife of **O.R. Whitworth**, 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 **Ozella Whitworth**
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 4th day of **October** A. D. 19 **63**

(L. S.)

X. P. DeWitt
Notary Public in and for Tarrant County, Texas



Filed for Record **NOV 6 1963**

at 8:27 P.M.

And Recorded **NOV 8 1963**

at 10:53 P.M.

Instrument No. 770816

W. C. "RED" COWEN, County Clerk
Tarrant County, Texas

By *D. Baste*

Deputy

200—ASSIGNMENT OF LIEN (BY CORPORATION)

TEXAS STANDARD FORM

The State of Texas, }
County of Tarrant

77087 / 100
Know All Men by These Presents:

WHEREAS, on the 4th day of June A. D. 1963,
R. D. Dillard,
did execute one certain note, described as follows:

in the amount of \$15,000.00, payable to Castleberry Lumber & Investment
Company and due on or before 3 months after date, with 6% interest,

and which said note is set out and described in a certain deed of trust
executed by R. D. Dillard

to J. A. Cozby, Jr., Trustee,

and recorded in volume 1717, page 433, records of deeds of trust

of Tarrant County, Texas, and secured by the deed of trust
lien therein expressed, on the following described lot, or parcel of land, situated in the County of
Tarrant, State of Texas, to-wit:

Lot 6, Block 144, Wedgwood Addition to
the City of Fort Worth, Tarrant County,
Texas, according to plat recorded in
vol. 388-Twenty, page 67, deed records
of Tarrant County, Texas

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS. That

The Fort Worth National Bank,
the assignee and presently a corporation,
the payee and owner and holder of said note for and in consideration of the sum of
TEN Dollars

and other good and valuable considerations
to it in hand paid by Castleberry Lumber & Investment Company,
the receipt of which is hereby acknowledged, has Sold, Transferred and Conveyed, and does hereby Sell,
without recourse
Transfer and Convey unto said Castleberry Lumber & Investment Company,

of the County of Tarrant, Texas, the said Note
and said lien and all liens and titles held by it in and to said land.

To have and to hold the same unto the said Castleberry Lumber & Investment Company,
heirs and assigns forever, its successors and assigns forever, without recourse on the
undersigned.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly
authorized officers and to be sealed with the Seal of the Corporation, at Fort Worth, Texas,



Texas Loughry
Texas Loughry

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this *22nd* day of April A. D. 19 *64*.

(L. S.)

A. B. Cook
A. B. COOK
Notary Public in and for Tarrant County, Texas

Filed for Record

APR 23 1964

at 3:18 P.M.

And Recorded

APR 28 1964

at 2:52 P.M.

Instrument No. *28543*

W. C. RED COWEN, County Clerk
Tarrant County, Texas

By *R. Ring* Deputy

The State of Texas,
County of Tarrant

28543 / 50
Know All Men by These Presents:

That we, *George L. Burns and wife, Letha M. Burns*

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

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

and other good and valuable considerations
to us in hand paid by -----(\$10.00)-----DOLLARS

City of Fort Worth, a Municipal Corporation as follows:

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

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

City of Fort Worth, a Municipal Corporation

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

A tract of land out of the Southeast portion of Lot 19, Block 6, Meadowlawn Addition to the City of Fort Worth, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a point in the South line of Lot 19, Block 6, Meadowlawn Addition, to the City of Fort Worth, Tarrant County, Texas, said point bears South 89 degrees 43 minutes West, a distance of 16.59 feet from the original Southeast corner of said Lot 19;

THENCE North 43 degrees 04 minutes East, a distance of 23.83 feet to a point in the East line of said Lot 19, said point bears North 0 degrees 33 minutes West, a distance of 17.19 feet from the original Southeast corner of said Lot 19;

East
THENCE South 0 degrees 33 minutes along the East line of said Lot 19, a distance of 17.19 feet to a point, said point being the original Southeast corner of Lot 19;

THENCE South 89 degrees 43 minutes West along the South line of said Lot 19, a distance of 16.59 feet to THE POINT OF BEGINNING and containing 142 square feet of land more or less out of the Southeast corner of Lot 19, Block 6, Meadowlawn 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, a Municipal Corporation, its successors and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said City of Fort Worth, a Municipal Corporation, its successors

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

WITNESS our hands at Fort Worth, Texas

this 14th day of February, 1964.

George L. Burns
George L. Burns
Letha M. Burns
Letha M. Burns

~~XXXXXX request of XXXXX~~

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Tarrant Denton

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared George L. Burns and Letha M. Burns, 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 Letha M. Burns, wife of the said George L. Burns, examined by me privily and apart from her husband, and having the same fully explained to her, she, the 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 release her



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of February, A. D. 1964.

(L. S.)

Wesley D. Miller
Notary Public in and for Denton Tarrant County, Texas

Filed for Record

APR 23 1964

3:48 P.M.

And Recorded

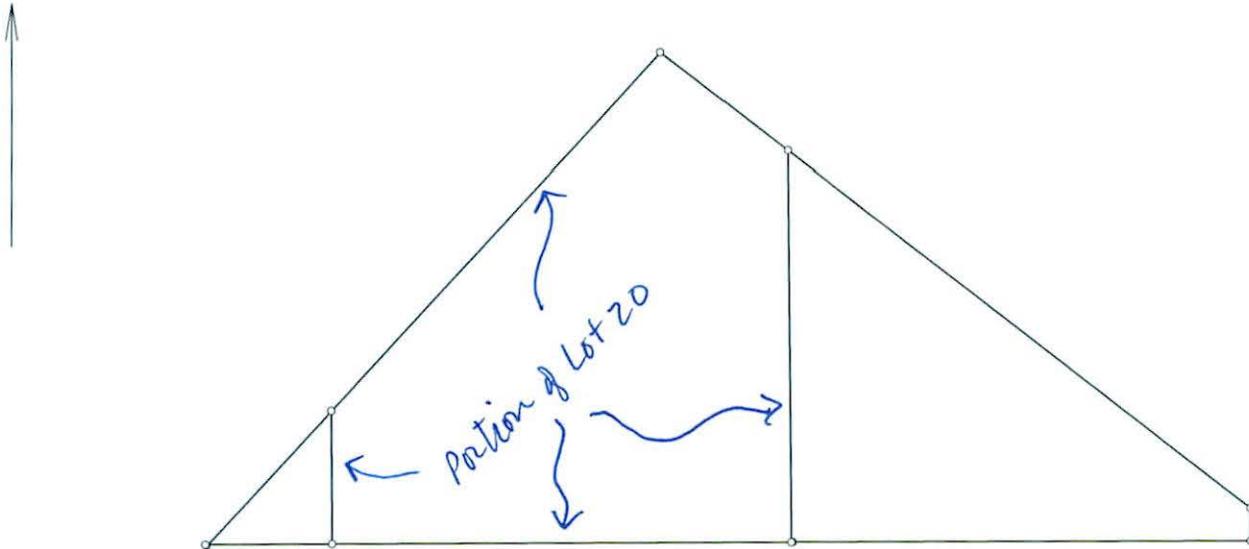
APR 28 1964

2:53 P.M.

Instrument No. 28543

W. C. "RED" COWEN, County Clerk
Tarrant County, Texas

By *P. Ring* Deputy



Title:		Date: 02-14-2011
Scale: 1 inch = 25 feet	File:	
Tract 1: 0.003 Acres: 143 Sq Feet: Closure = s47.5134e 0.21 Feet: Precision =1/280: Perimeter = 58 Feet Tract 2: 0.000 Acres: 0 Sq Feet: Closure = s89.4300w 60.00 Feet: Precision =1/ 1: Perimeter = 60 Feet Tract 3: 0.038 Acres: 1642 Sq Feet: Closure = s76.0447w 0.17 Feet: Precision =1/1155: Perimeter = 191 Feet Tract 4: 0.062 Acres: 2682 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 212 Feet		
001=n43.04e 23.83	007=n00.33w 50.45	013=s89.43w 60
002=s00.33e 17.19	008=s52.53e 76	014=n00.33w 17.19
003=s89.43w 16.59	009=s00.33e 4.25	015=n43.04e 63.1
004=@3 to lot 21	010=s89.43w 60	016=s52.5443e 20.80 ?
005=n89.43e 60	011=@8 lot 20 ROW	
006=@6 lot 21 ROW	012=s00.33e 50.45	

The State of Texas,
County of TARRANT

88876 150
Know All Men by These Presents:

That we, J. B. Leath and wife, Mary Elizabeth Leath

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

City of Fort Worth, a Municipal Corporation

as follows:

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



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

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

Being 1598 square feet of land out of the South portion of
Lot 21, Block 6, MEADOWLAWN ADDITION, to the City of Fort
Worth, Tarrant County, Texas, and being more particularly
described by metes and bounds as follows:

BEGINNING at the original Southwest corner of Lot 21, Block
6, Meadowlawn Addition, to the City of Fort Worth, Tarrant
County, Texas;

THENCE North 0 degrees 33 minutes West along the West line
of said Lot 21, a distance of 50.45 feet to a point in the
South right-of-way line of the Poly Freeway - U. S. 287;
East

THENCE South 52 degrees 53 minutes along the South right-
of-way line of the Poly Freeway, a distance of 76 feet to
a point in the East line of said Lot 21. Said point bears

3884/645

Northwest a distance of 4.25 feet from the original Southeast corner of said Lot 21;

THENCE South 0 degrees 33 minutes East along the East line of said Lot 21, a distance of 4.25 feet to a point. Said point being the original Southeast corner of said Lot 21;

THENCE South 89 degrees 43 minutes West along the South line of said Lot 21, a distance of 60 feet to THE POINT OF BEGINNING and containing 1598 square feet of land more or less out of the South portion of Lot 21, Block 6, Meadowlawn 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, a Municipal Corporation, its successors ~~here~~ and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said City of Fort Worth, a Municipal Corporation, its successors

~~here~~ 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 17th day of December, 1963

~~XXXXXXXXXXXXXXXXXXXX~~

J. B. Leath

J. B. Leath
Mary Elizabeth Leath

Mary Elizabeth Leath

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF BELL }

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

J. B. Leath and Mary Elizabeth Leath, 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

Mary Elizabeth Leath, wife of the said J. B. Leath, having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said Mary Elizabeth Leath, 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 27th day of December, A. D. 1963.



(E. S.)

Ruth Cox

Ruth Cox
Notary Public, State of Texas
1015 19th Street

Filed for Record DEC 31 1963

And Recorded JAN 6 1964

Instrument No. 384976

W. C. "RED" COWEN, County Clerk
Tarrant County, Texas

W. C. Cowen

W. C. Cowen
County Clerk
Tarrant County, Texas

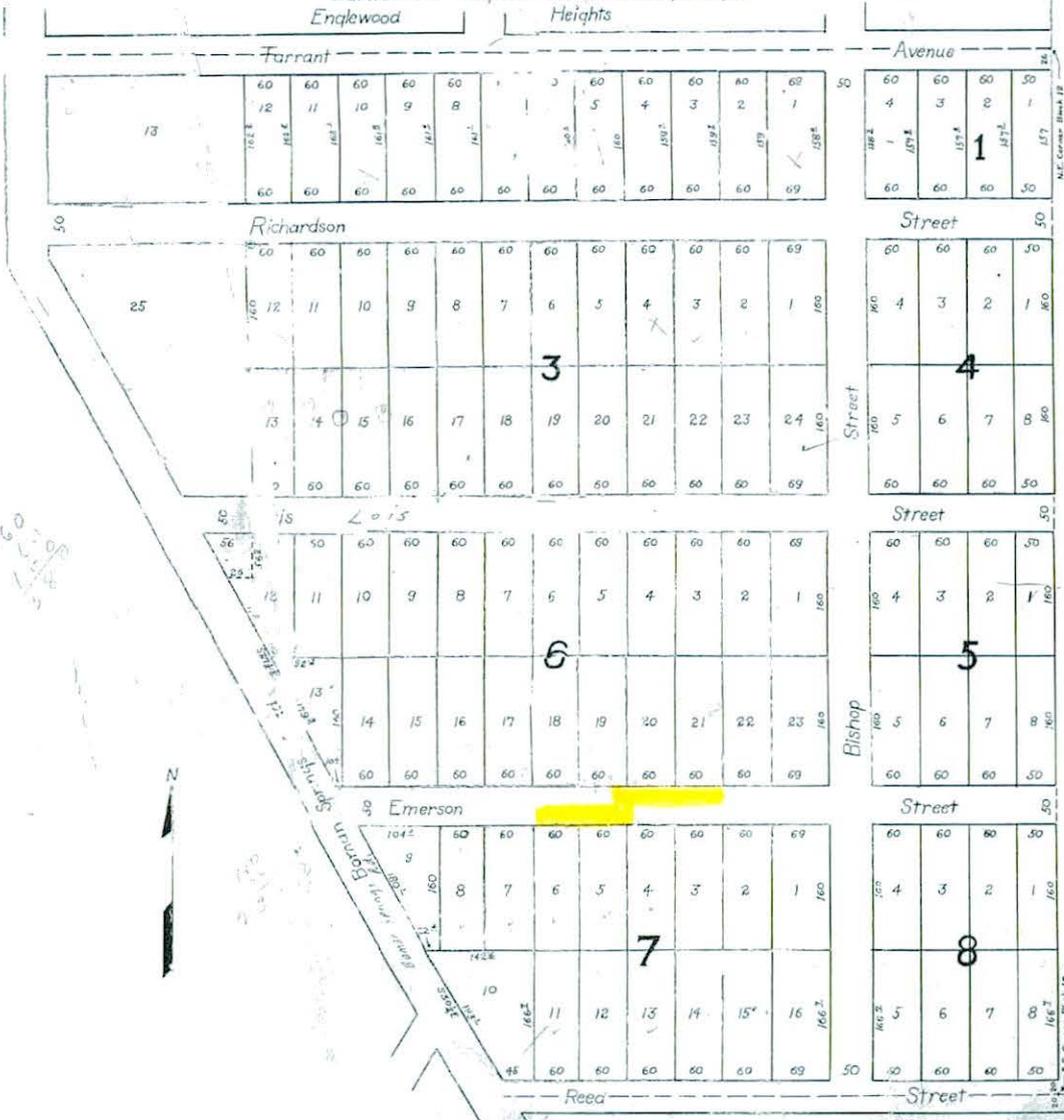
By _____

[Signature]

MAP OF
MEADOWLAWN

AN ADDITION TO
Ft. Worth, Texas.

Scale 1 in. = 100 ft. May 1923. Baker & Van Zuben, Surveyors.
Englewood Heights



STATE OF TEXAS
COUNTY OF TARRANT I KNOW ALL MEN BY THESE PRESENTS:
that I, **Mrs. Emma F. Cobb, a single woman,** being the owner of that portion of Block 12 of the B.H. Raley Survey shown upon the map of the Masonic Home Addition as Lots 2, 3, 4, 5, 6 and the North 23 1/2' - 1/2' varas of lots 7, 8, and 9 do hereby adopt the hereon map as correctly representing my plan for subdividing same, and do hereby dedicate the streets as shown hereon to the use of the public as highways.

And that I, **Mrs. Annie Raeford, a single woman** owner of lot 1 in the aforesaid Addition, do join herein for the purpose of dedicating Richardson and Lois Streets through said lot 1 as shown hereon. Witness our signatures this 3rd, day of **January, 1924.**

MRS. EMMA F. COBB
MRS. ANNIE RAEFORD

STATE OF TEXAS
COUNTY OF TARRANT Before me, the undersigned authority, on this day personally appeared Mrs. Emma F. Cobb and Mrs. Annie Raeford, 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 contents therein expressed.

Given under my hand and seal of office this 3rd, day of January, A.D. 1924.
H. W. MORSE, Notary Public,
L.S. Tarrant County

FILED FOR RECORD JAN. 7, 1924 AT 12:00 P.
RECORDED JAN. 21, 1924 AT 8:50 A.M.

ED L. SORRELS, COUNTY CLERK
TARRANT COUNTY, TEXAS
BY *[Signature]* Deputy

160

File No. MF 112142

Deed

Date Filed: 7/18/11
Jerry E. Patterson, Commissioner

By [Signature]

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike 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 25th day of January, 2007, between , Tina Haughenberry, Executor of Estate of Joseph G. Haughenberry, deceased, Lessor (whether one or more), whose address is 132 Arthur, Hurst, Texas 76053, 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:

.282 acres of land, more or less, being all that certain lot, tract or parcel of land out of Lot(s) 9, Block 7 Meadow Lawn, an addition to the City of Fort Worth, Texas, Tarrant County, Texas, according to the Plat recorded in Volume 106, Page 160, 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-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

Revised on 12/27/2006

dissolved by Lessee by instrument filed for record in the _____ records of the county in which the leased premises are situated at any _____ 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.

Tina Haughenberry
Tina Haughenberry, Executor of Estate of Joseph G. Haughenberry, Deceased

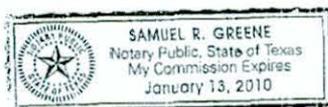
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

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

by Tina Haughenberry, Executor of Estate of Joseph G. Haughenberry, Deceased



Samuel R. Greene
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 _____.

by _____

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

Revised on 12/27/2006



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: 04/25/2007 10:31 AM
Instrument #: D207142056
LSE 3 PGS \$40.00

By: _____



D207142056

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 a the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

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

OIL, GAS AND MINERAL LEASE (NO SURFACE USE)

THIS AGREEMENT made this 17th day of July, 2007, between Scott R. Davidson Interest, Inc, Lessor (whether one or more), whose address is 2620 West Arkansas Ln Arlington, TX 76016 and Dale Property Services, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

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

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

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of 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 payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

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 or 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.

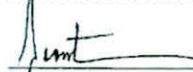
12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated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

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 \$10000.00 per acre. 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.

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

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

Scott R. Davidson Interest, Inc


By: Scott R. Davidson, Pres.

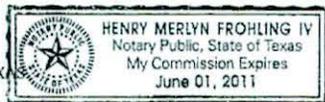
By: _____

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 17 day of July, 2007
by Scott R. Davidson, president of Scott R. Davidson Interest


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:

Exhibit A

Attached to an by reference made apart of that certain Oil, Gas and Mineral Lease dated July 17, 2007, by and between Scott R. Davidson Interest, Inc. as Lessor, and Dale Property Services, L.L.C., as Lessee.

.670 acres, more or less, being described as follows:

.161 acres, more or less, being Lot 10, Block 32, Sycamore Heights Addition, an addition to city of Fort Worth, Tarrant County, Texas, thereof recorded in Volume 309, Page 11, of the Plat records of Tarrant County. (2936 Bomar);

.241 acres, more or less, being Lot 15 and the West ½ of Lot 16, Block 3 of Burch-Hill Addition, Third Filing, an addition to the City of Fort Worth, more particularly described by the metes and bounds in that certain Plat Map recorded in Volume 204-A , Page 144 of the Plat Records, Tarrant County, Texas. (3000 Burton Ave);

.152 acres, more or less, being the North part of Lots 7 and 8, Less Row, Block 7 of Meadowlawn Addition, Third Filing, an addition to the City of Fort Worth, more particularly described by the metes and bounds in that certain Plat Map recorded in Volume 106 , Page 160 of the Plat Records, Tarrant County, Texas. (3300 Emerson St);

.116 acres, more or less, being the North 60 feet of Lot 4, Block 1 of Masonic Home Addition, Second Filing, an addition to the City of Fort Worth, more particularly described by the metes and bounds in that certain Plat Map recorded in Volume 309 , Page 37 of the Plat Records, Tarrant County, Texas. (3640 Vaughn Blvd).

Exhibit "B"

ATTACHED TO AND MADE PART OF THAT CERTAIN PAID UP OIL, GAS AND MINERAL LEASE DATED July 17, 2007. BETWEEN Scott R. Davidson Interest, Inc, AS LESSOR, AND DALE PROPERTY SERVICES, L.L.C., AS LESSEE.

DEDUCTIONS AGAINST ROYALTIES: All royalties provided for in this lease, including royalties taken in kind, shall be determined and delivered to Lessor free of all deductions, costs and charges for development, production, compression, treating, storing, separating dehydrating, marketing, processing, gathering, transporting and otherwise making the oil and gas ready for sale or use. All royalties, however, shall bear all production and severance taxes applicable to Lessor's share of production, if paid by Lessee and deducted from Lessor's royalty. Furthermore, Lessor's royalty shall bear its proportionate part of all reasonable and necessary costs actually incurred by Lessee in transporting gas from the leased premises or lands pooled therewith.

SULPHUR AND OTHER ASSOCIATED PRODUCTS: On sulphur and any other associated products incidentally produced and sold with oil and/or gas under this lease (other than liquid or gaseous hydrocarbons), the royalty shall be Twenty-Five percent (25%) of the market value of each of such products. Such market value shall be determined by the greater of (i) the market price of each product for the month in which the product is produced or (ii) the average gross sales price of each product for the month in which the product is sold.

TIME AND METHOD OF PAYMENT: If there are no defects or adverse claims against Lessor's title, then payments of royalty, accompanied by adequate accounting data to support same, shall be made by deposit, postage prepaid, in United States Mail no later than one hundred twenty (120) days after the commencement of production. Thereafter, unless otherwise specifically provided herein, all payments of royalties shall be made by deposit, postage prepaid, in the United States Mail on or before the 60th day after the calendar month in which production occurred. Any royalty not paid within the time specified herein shall be deemed delinquent and shall bear simple interest at the rate of prime plus two (2) percentage points. However, in no event shall such interest rate exceed the maximum legal rate that can be charged Lessee. Lessee shall not be penalized for delay in Lessor receiving royalty payments resulting from delay in postal services when the royalty payments has been mailed to Lessor by the due date or when a delay is the result of information provided by Lessor. Acceptance by Lessor of royalties that are past due shall not act as a waiver or estoppel of Lessors rights to receive or recover interest due thereon under the provisions hereof unless the written acceptance or acknowledgment by Lessor to Lessee expressly so provides. Any tender or payment to Lessor of a sum less than the total amount due Lessor hereunder which is made or intended to be made as an offer of settlement or an accord and satisfaction by or on behalf of Lessee must be accompanied by a Notice of Settlement Offer, so denominated, addressed to Lessor. Any such offer of settlement submitted solely by the tender of a check containing language of settlement or accord and satisfaction printed or otherwise inserted thereon shall not be deemed to offer of settlement unless accompanied by such a Notice of Settlement Offer. Lessee shall pay all reasonable attorneys fees incurred by Lessor in connection with any lawsuit in which Lessor obtains a final unappealable judgement to recover any royalties or interest resulting from Lessees failure to pay within the period set forth herein.

PURCHASER'S FAILURE TO PAY ROYALTIES: Lessee shall remain liable for royalties which are required to be paid to Lessor but which are not actually paid as a result of the failure or bankruptcy of any third party purchaser and irrespective of the execution by Lessor of a Division Order or any similar agreement in favor of such third party purchaser, provided however, this provision shall not permit Lessor double or multiple collection to a particular royalty payment and further provided that if Lessee actually makes payment of royalty of Lessor pursuant to this provision as result of the failure or bankruptcy of such third party purchaser then Lessor shall assign to Lessee any and all rights that Lessor may have against such third party purchaser so as to place Lessee in the position of Lessor as against such third party purchaser.

LEASE USE OF OIL AND GAS: Lessee shall have use of oil, gas and water from said lands except water from Lessor's tanks and wells, for all operations hereunder. Such use includes Lessee's use of gas from said Lands for all operations on or near said Lands involved the compression and/or dehydration of Lessee's gas. Any authorized use for oil or gas shall be deducted in computing Lessor's royalty on oil and/or gas, and Lessor shall not be paid royalty on said volumes.

"TAKE OR PAY" PAYMENTS: If lessee enters into a gas purchase contract which contains what is commonly referred to as a "take or pay" provision (whereby the gas purchaser agrees to take delivery of a certain minimum volume of gas over a specified term at a specified price and, failing to take such required delivery, agrees to make payment to the producer) and the purchaser under such gas purchase contract makes payments to Lessee by virtue of such purchaser's failure to take delivery of such minimum volume or quantity of gas, then Lessor shall be entitled to its royalty share of all such sums paid to Lessee or producer under the "pay" provisions of such gas purchase contract. Such royalty payments shall be due and owing to Lessor within sixty (60) days after receipt of such payments by Lessee. Any royalty payments made to Lessor under the "pay" obligation of any "take or pay" gas contract shall be applied as a credit toward lessee's minimum royalty obligation. If the gas purchaser "makes up" such gas within the period called for in the gas contract and Lessee iss

required to give such purchaser a credit for gas previously paid for but not taken, then Lessor shall not be entitled to royalty on such "make up" gas, except to the extent of any price different applicable to such "make up" volumes as provided for in the applicable gas purchase contract. In addition, in the event any portion of such take or pay payments are required to be refunded to the purchaser because of Lessee's inability to deliver to purchaser recoupment volumes or for any other reason contemplated under the terms of the applicable gas purchase contract, Lessee shall be entitled to recoup, out of Lessors future royalty payments, Lessor's proportionate part of such refund obligation. However, at such time as the well or wells from which such recoupment is to be made are plugged, by Lessee, Lessor shall be obligated to repay any unrecouped portion of such refund obligation.

If Lessee is not producing any quantities of gas from leased premises but is receiving payment under the "pay" portion of such "take or pay" gas purchase contract provision, such payments shall not relieve Lessee of the duty to make shut-in royalty payments if Lessee desires to continue this lease, but such "take or pay" royalty payments shall be applied shall be applied as a credit against any shut-in royalty obligation of the Lessee.

Lessor shall be entitled to its royalty share of the value of any benefits obtained by or granted to Lessee from any gas purchase and/or transporter for the amendment, modification, extension, alteration, consolidation, transfer, cancellation or settlement of gas purchase contract and/or transportation agreement which arises out of any claims or disputes relating to take or pay under such agreements.

DIVISION ORDER NOT REQUIRED: The execution and delivery of a division order shall never be a requirement or condition precedent to distributing actual royalties to Lessor. If requested by Lessee, Lessor will execute and deliver to Lessee or the purchaser of oil or gas, a written statement of Lessor's interest in minerals or royalties and his current address and social security or taxpayer's ID number and Lessor agrees to reimburse Lessee for any incorrect or unauthorized payment received by such Lessor and shall indemnify Lessee for such payments made. The terms and provisions contained in this lease may not be amended or otherwise affected by any division order, notwithstanding the execution of same by Lessor.

RESERVES, CONTRACT AND OTHER RECORDS: During Lessee's regular office hours and on an annual basis, Lessor shall have reasonable access to all information concerned the drilling, deepening, plugging back, coring, testing and completing of any and all wells; all driller logs, well logs and survey production charts and records, information concerning the production and marketing of oil and gas from said lands, along with copies of all forms filed with the Railroad Commission of Texas or any other governmental authority having jurisdiction over Lessee's operations on this Lease. Lessor agrees to not divulge all non-public information obtained under the terms of this paragraph to parties other than Lessors attorneys, geologists, petroleum engineers, accountants, financial consultants, guardians or other personnel or legal representatives (who shall agree in writing to be under the same duty of confidentiality) until such information is generally available to the public.

The Lease may not be maintained in force solely by the payment of shut-in royalty for more than 2 consecutive years, beyond the expiration of the primary term.

Subject to Lessee's right to conduct continuous drilling operations as set forth in paragraph 7 of the printed portion of this Lease, upon the expiration of this Lease, all Lessee's rights shall automatically terminate as to all the said Land, save and except, as to each well then capable of producing oil or gas in paying quantities the portion unit surrounding the well, as established pursuant to the rules and regulations of the Texas Railroad Commission, and shall also terminate as to all depths one hundred (100) feet below the stratigraphic equivalent of base of the deepest producing formation drilled in the well located on each unit. Any acreage assigned to a proration unit shall be considered subject to a separate Lease containing the same terms and provisions as this Lease. Each separate Lease may be kept in force and effect only by actual or constructive production from of operations on the said Lands subject to that Lease, without regard to production or drilling operations on other said Lands retained by Lessee under a separate Lease or Leases. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. (The duty of Lessee regarding the filing of a release is more particularly set forth herein.)

OFFSET WELLS: Lessee agrees to protect the leased premises from drainage by well or wells on adjacent or adjoining land located within 330 feet of the leased premises, whether owned by Lessor or third parties as well unless gas therefrom is being marketed. In lieu of drilling, reworking or recompleting an offset to any such oil or gas well, as would a reasonably prudent operator under similar circumstances, Lessee shall have the option to either release all rights under that tract of land adjacent to the offsetting well (as to the production interval only), or pay Lessor, as royalty, a sum equal to the payments which would be payable under this lease on the production from such offset well had same been produced from the leased premises. In such later event, as long as Lessee may elect to pay such royalty in lieu of drilling or reworking or recompleting an offset well, Lessee shall have satisfied its offset obligation to Lessor as to such well.

POLLUTION: In all its operations hereunder, Lessee shall use its best professional judgment, in keeping with industry wide standards, and all proper safeguards to prevent the unauthorized spread of pollution. Without limiting the forgoing, the unauthorized spread of pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of the unauthorized spread of pollution resulting from Lessee's operations hereunder, Lessee shall use all reasonable means at its disposal to recapture all escaped hydrocarbons or other pollutants and shall be responsible for all damage to public and private properties.

TO CONDUCT OPERATIONS IN AN ENVIRONMENTALLY SOUND MANNER: Lessee shall install and maintain all equipment and conduct all operations in an environmentally sound manner, in accordance with all applicable regulations of the Railroad Commission of Texas, the Texas Natural Resources Conservation Commission (or successor), the Environmental Protection Agency and any other governmental authorities with jurisdiction over the operations covered under this Lease. Lessee shall not use, store or dispose of any hazardous materials on the leased premises, except to the extent use of such substance is contemporaneously required for actual oil or gas operations on said lands, and any such substances shall be used, stored and disposed of in a safe manner, in compliance with all applicable governmental regulations. In no event shall any hazardous waste be stored and disposed of on the leased premises in a manner which could cause such lands to be classified as a hazardous waste storage or disposal facility. Lessee shall insure that all contractors comply with the terms of this paragraph. In the event Lessee is notified of any discharge or release of a hazardous substance or any other environmentally harmful or dangerous conditions on said lands resulting from Lessee's operations, Lessee shall promptly take all actions required to correct such hazardous, and dangerous or harmful conditions in accordance with applicable law and regulations and sound engineering practices. Lessor shall have no responsibility to inspect or oversee Lessee's operations or to identify or correct any potential harmful, dangerous or damaging conditions resulting from Lessee's operations, and Lessor shall have no right to control any details of Lessee's operations, nor to designate or control Lessee's contractors. Neither Lessee nor any contractors shall have any right of contribution or indemnity from Lessor for any matters resulting from Lessee operations on the leased premises or conditions on the leased premises or conditions on the leased premises resulting from Lessee's operations on the leased premises. Lessee indemnifies and holds Lessor harmless from any and all costs, expenses and liabilities Lessor might incur relating to any harmful, damaging or dangerous conditions caused by and resulting from Lessee's operations hereunder, the release or discharge by Lessee of any hazardous substance in connection with Lessee's operations hereunder, or any other breach of the terms of this paragraph.

ASSIGNMENTS: The lease may be assigned at any time. All assignments must be recorded in the county where the leased premises are located. In event of assignment of this lease which causes a change in operator or responsibility for the management of the terms, conditions and obligations of this lease, Lessee, its successors and assigns, shall be required to furnish a copy of the assignment to Lessor including the name and address of the assignee within thirty (30) days after such assignment; and Lessor shall likewise be notified upon each subsequent assignment. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the Lessor accruing from the date of assignment.

FORCE MAJEURE: Should Lessee be prevented from complying with any expressed or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom after effort made in good faith, by reason of war, rebellion, riots, strikes, fire, acts of God or any order, rule or regulation of government authority, then while so prevented, Lessee's obligations to comply with such covenants 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 and gas from the leased premises and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. In the event Lessee intends to claim any rights under this paragraph, Lessee shall advise Lessor or Lessor's agent in writing within a period of sixty (60) days after the date Lessee claims any obligation hereunder is suspended, setting forth in reasonable detail such facts as Lessee relies upon to make the provisions of this paragraph applicable. Notwithstanding anything above stated the contrary, if Lessee is prevented from complying with this lease or resorts to force majeure because of Lessee's intentional or negligent acts or omissions then this provision shall not be available to Lessee to perpetuate this lease or suspend Lessee's obligations.

LESSEE'S RIGHT OF ACCESS FOLLOWING PARTIAL RELEASE: In the event any of the acreage covered by this Lease is released, Lessee shall not be obligated to protect against drainage, if any, between and among separately leased tracts. Notwithstanding a partial termination of this lease under the above provisions, it is agreed that Lessee shall have and retain such easements of ingress and egress over those lands originally covered hereby as shall be necessary to enable Lessee to develop and operate the portion or portions of this lease then in effect for the production of oil or gas therefrom and it is further agreed that it shall not be necessary for Lessee to remove or relocate any pipelines, tank batteries or other surface equipment or installations from any portions of this lease which have terminated for so long as some continue to be used for the development of an operation on such portions of this lease as continue in force and effect on lands pooled therewith.

LESSOR'S RESERVED ACCESS TO RELEASED HORIZONS: In connection with the horizons which may be released by Lessee in accordance with the other provisions of this lease, Lessor reserves unto themselves, their heirs, successors and assigns, the right to use said horizons and the surface above same, as well as the right to drill through and explore through the horizons retained by Lessee; provided, however, such operations by Lessor (or its lessee) shall not unreasonably interfere with Lessee's operations and use of the leased premises.

PLUGGING OF ABANDONED WELLS: Subject to the provisions herein, Lessee agrees to plug, in accordance with the rules and regulations of the Railroad Commission of Texas or other governmental authority having jurisdiction, all dry holes drilled by Lessee on the leased premises and all wells which have once produced but which have permanently ceased producing. If Lessee shall fail to plug any such well as herein provided, Lessor may, at Lessor's election, plug same, in which event Lessee shall reimburse Lessor promptly for all reasonable expenses incurred.

NOTIFICATION OF LESSEE'S EMPLOYEES AND CONTRACTORS: Lessee shall apprise every contractor, subcontractor and employee who enters upon the leased premises of the provisions of this lease pertaining to prohibitions against fishing and hunting, vehicle access, and surface use and protection, prior to their entry upon the leased premises.

RIGHT AND DUTY TO FILE RELEASES: Lessee may, at any time or from time to time, execute and deliver to Lessor or place of record in the appropriate County Records a release or releases covering any portion of the leased premises and thereby surrender this lease as to such portion of the leased premises. In the event any such release is filed for record, written notice of such filing, together with a copy of the release shall be given to Lessor at the above stated address contemporaneously with the filing of such release. Within thirty (30) days after this lease terminates for any reason as to all or any portion of the leased premises, lessee shall execute and place of record in the office of the County Clerk of the County in which the leased premises are located, a release of this lease as to that portion of the leased premises which is no longer covered by this lease. Written notice of such filing, together with a copy of the release shall be given to Lessor at the above stated address contemporaneously with the filing of such release. If Lessee fails to properly prepare or timely file a release, then Lessor shall make written demand upon Lessee requesting the release. This demand shall include the warning that if Lessee fails to properly prepare or file the release within thirty (30) days of said demand, and such failure is not due to any disagreement between Lessor and Lessee as to the form or substance of such release or partial release, Lessor shall have the right to impose, and lessee shall be liable to Lessor for, liquidated damages in the amount of One Thousand and No/100 (\$1,000.00) Dollars, to be paid within thirty (30) days of demand by Lessor.

INDEMNITY AND INSURANCE PROTECTION: Lessee agrees to indemnify, protect and hold Lessor (and surface owner, if different from Lessor) harmless of and from any and all claims, demands, costs, (including but not limited to reasonable attorney and expert fees) expenses, damages, losses, causes of action or suits for damages arising out of injury to persons (including death) and injury or damage to or loss of any property or improvements caused by Lessee, its agents, employees, servants, contractors or any person acting under its direction or control. Further, Lessor shall never be liable for any claims, demands, costs, expenses, damages, losses, causes of action or suits for damages because of injury to persons or property arising out of the negligence, gross negligence, negligence per se, strict liability or any other acts or omissions of Lessee, its agents, employees, servants, contractors or any person acting under its direction and control on the lands. Prior to the commencement of any operations on the leased land, and annually thereafter, Lessee shall purchase liability insurance and shall cause Lessee's insurance provider to furnish a certificate stating that there is in force a liability insurance policy in a sufficient amount to cover the potential liabilities under this lease. Any insurance requirements may be met by a combination of self-insurance, primary, and excess policies.

REDUCTION OF PAYMENTS: If at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease shall be calculated based upon the number of acres actually retained and covered by this lease.

LEASE SECURITY: Lessee shall exercise reasonable diligence to protect said premises and to prevent theft of oil, gas and other hydrocarbons produced from said lease. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points at the lease's production, gathering and storage systems where theft of hydrocarbons can occur.

VENUE AND RIGHT TO INTEREST: The rights and duties of the parties under this Lease shall be governed by the laws of the State of Texas. The parties further agree that the District Court in and for county or counties in which the leased premises are situated shall have exclusive jurisdiction and venue of any and all causes of action between the parties concerning this lease. In the event any payments herein required to be made by Lessee to Lessor are not made when due, the same shall bear interest at the rate of prime plus two (2) percentage points from the date payment is due until paid. However, in no event shall such interest rate exceed the maximum legal rate that can be charged Lessee under applicable law.

RECORDING OF MEMORANDUM OF LEASE: In lieu of filing this lease for record in the office of the County Clerk in which the lands covered hereby is located, Lessor and Lessee agree that a memorandum of this lease, making appropriate reference hereto, may be filed for record in said county. The provisions of this lease are binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other, Lessee, by its acceptance of this lease, agrees and obligates itself to all terms and provisions of this lease.

Lessee agrees that after the lease or a memorandum of the lease has been filed of record, it will deliver to the royalty owners a copy of this lease and a copy of the memorandum of the lease showing the filing and recording information.

COVENANTS RUNNING WITH THE LAND: The terms and conditions contained herein shall constitute covenants running with the land and shall be binding upon, and for the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

ALL CHANGES MUST BE IN WRITING: No change or modification of this lease shall be valid or binding unless the same is made or specified in writing and signed by the parties, and no course of dealing between the parties shall be construed to alter the terms hereof this lease and any attached addenda or exhibits signed by both parties constitutes the entire agreement between Lessor and Lessee. No prior written or prior written or prior contemporaneous oral promises or representations shall be binding.

EXHIBITS-ONE COMPLETE INSTRUMENT: The exhibits, if any, attached hereto or referred to herein are incorporated herein and made a part hereof for all purposes. As used herein, the expression "this agreement" or "this lease" means the body of this Agreement and such exhibits; and the expressions "herein", "hereunder" and other words of similar import refer to this Agreement and such exhibits as a whole and not to any particular part or subdivision thereof.

SEVERABILITY: If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws, then it is the intention of the parties hereto that the remainder of the lease shall not be affected thereby, and it is also the intention of both parties that, in lieu of each clause or provision that is illegal, invalid or unenforceable, there shall be added as a part of this lease a mutually agreed to clause or be possible and be legal, valid and enforceable.

NON-WAIVER: Failure of either party to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such action as might be lawful or authorized hereunder, either in law or in equity.

FUTURE DOCUMENTS: At any time during the term of this lease if Lessee requires Lessor to execute any document, including division orders, surface leases, right-of-way agreements, seismic agreements, or any other agreement connected in any way to this lease agreement, the lands covered hereby or the minerals extracted from the leased premises, Lessee agrees that Lessor's execution of such agreement(s) shall not constitute a waiver of any claim, demand or cause of action Lessor or any royalty owner may have or claim for any breach of an expressed or implied obligation arising out of or in any way connected with this lease unless expressly stated in such document.

WARRANTY CLAUSE: Lessor does not expressly, impliedly or otherwise WARRANT title to the mineral rights under said land. Lessee accepts this Lease on an "AS IS" "WHERE IS" and "WITH ALL FAULTS" basis and without any representations or warranties as to merchantability or fitness for a particular purpose.

COMPRESSOR STATIONS: No compressor station or stations may be erected on the premises without Lessor and Lessee first entering into a mutual agreement as to the location thereof, if any, the price to be paid by Lessee therefore, and the terms and conditions of such.



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: 07/27/2007 10:14 AM
Instrument #: D207263212
LSE 9 PGS \$44.00

By: _____



D207263212

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 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 19th day of November 2007, between Audelia Lopez Hernandez, A

Single person, Lessor (whether one or more), whose address is 3329 Emerson Street, 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:

.166 acres of land, more or less, being Lot(s) 19, Block 6, of the Meadowbush Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 100-B, Page 160, 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-five percent (25%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such twenty-five percent (25%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty-five percent (25%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty-five percent (25%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products twenty-five percent (25%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty-five percent (25%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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



from land pooled therewith, the production thereof shall not terminate if Lessee commences operations 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 it may 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 leased 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.

Audelia Lopez Hernandez
By: *Audelia Lopez Hernandez*

By: _____

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 19th day of November, 2007.

by Audelia Lopez Hernandez, A single person

Samuel A. Shreve
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:





DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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

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

Filed For Registration: 12/07/2007 02:57 PM
Instrument #: D207434853
LSE 3 PGS \$20.00

By: _____ 



D207434853

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: CN

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
25435-7-1

OIL, GAS AND MINERAL LEASE (NO SURFACE USE)

THIS AGREEMENT made this 10th day of October, 2007, between Robert L. Walker and wife Marilyn Walker, Lessor (whether one or more), whose address is 3324 Emerson Street, 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:

0.179 acres of land, more or less, being Blk 7 Lot 1, of the Meadow Lawn Addition, an addition to the City of Fort Worth Texas being more particularly described by metes and bounds in that certain plot, recorded in Volume 106 Page(s) 160, of the plot records of Tarrant County, Texas;

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

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

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

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

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

land, on from land pooled therewith, the production therefrom shall cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

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

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

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

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

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

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

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

Signature: Robert L. Walker
Printed Name: Robert L. Walker

Signature: Marilyn Walker
Printed Name: Marilyn Walker

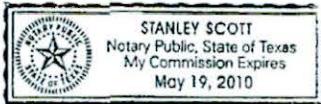
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 10th day of October, 2007.

by Robert L. Walker



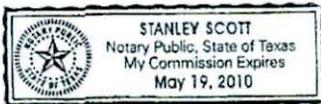
Stanley Scott
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 10th day of October, 2007.

by Marilyn Walker



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



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: 10/19/2007 08:22 AM
Instrument #: D207374910
LSE 3 PGS \$20.00

By: _____



D207374910

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 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 OLIVE TREE REALTY SOLUTIONS, LLC, A TEXAS LIMITED LIABILITY COMPANY, whose address is PO BOX 24107 FORT WORTH, TEXAS 76124-1107, 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:

.220 ACRES OF LAND, MORE OR LESS, BEING LOT 4, BLOCK 7, OUT OF THE MEADOWLAWN ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 106, PAGE 160, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS; SAVE AND EXCEPT, HOWEVER, THAT CERTAIN PORTION OF SUBJECT PROPERTY CONVEYED TO THE CITY OF FORT WORTH, BY INSTRUMENT DATED OCTOBER 31, 1963, FILED NOVEMBER 6, 1963, RECORDED IN VOLUME 3868, PAGE 643, REAL PROPERTY RECORDS, TARRANT COUNTY, TEXAS.

in the county of TARRANT, State of TEXAS, containing .220 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.

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 60 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.

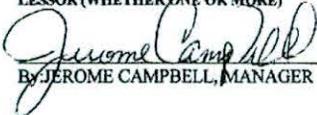
15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated 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)

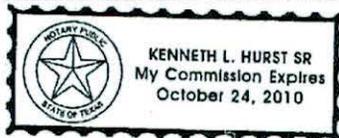

By: JEROME CAMPBELL, MANAGER

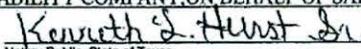
By: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 4th day of April, 2008, by JEROME CAMPBELL, MANAGER OF OLIVE TREE REALTY SOLUTIONS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.




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:



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: 04/10/2008 07:42 AM
Instrument #: D208129242
LSE 3 PGS \$20.00

By: _____



D208129242

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: GP

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
3 year + 2 year option lease for MULTIPLE LOTS

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

THIS LEASE AGREEMENT is made this 8th day of April, 2008, by and between

Metro Buys Homes, LLC as Lessor (whether one or more), whose address is **1166 Country Club Lane, Ste 8, Fort Worth, TX 76112** 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:

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

in the county of Tarrant, State of TEXAS, containing **.817 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 Three (3) 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 casinghead 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 therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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

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

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

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

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each

owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones 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 Two (2) 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.

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.

Metro Buys Homes, LLC

LESSOR (WHETHER ONE OR MORE)

Signature: David C. Boles, President

Signature: _____

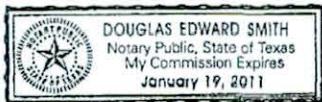
Printed Name: David C. Boles, President, Metro Buys Homes, LLC

Printed Name: _____

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 8th day of April, 2008, by David C. Boles, President of Metro Buys Homes, LLC a Texas corporation, on behalf of said corporation.



Douglas E. Smith
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

Exhibit B

THIS LEASE AGREEMENT is made this 8th day of April, 2008, by and between

Metro Buys Homes, LLC as Lessor (whether one or more), whose address is **1166 Country Club Lane, Ste 8, Fort Worth, TX 76112** and **DALE PROPERTY SERVICES L.L.C. 2100 Ross Ave Suite 1870 Dallas, Texas, 75201**, as Lessee.

.287 acres, more or less, being Lot 1B, Block 40 of the Englewoods Heights Addition, an addition to the city of Fort Worth, Texas, more particularly described by metes and bounds in that certain Plat Map recorded in Volume 388-J, Page 351 of the Plat Records, Tarrant County, Texas, (3113 Rufus).

.142 acres, more or less, being the S-pt of Lot 6 and the SE-pt of lot 7, Block 7 of the Meadow Lawn Addition, an addition to the city of Fort Worth, Texas, more particularly described by metes and bounds in that certain Warranty Deed recorded in Document Number D206194369 of the Deed Records, Tarrant County, Texas, (3304 Emerson).

.202 acres, more or less, being the S-pt of Lot 5, Block 7 of the Meadow Lawn Addition, an addition to the city of Fort Worth, Texas, more particularly described by metes and bounds in that certain Warranty Deed recorded in Document Number D206194369 of the Deed Records, Tarrant County, Texas, (3308 Emerson).

.186 acres, more or less, being Lots 41 & 42, Block 2 of the Graham Park Addition, an addition to the city of Fort Worth, Texas, more particularly described by metes and bounds in that certain Plat Map recorded in Volume 309, Page 23 of the Plat Records, Tarrant County, Texas, (1608 Daniel).

Said Lands are hereby deemed to contain, .817 acres, more or less.

Addendum

Attached to and made part of that certain Oil and Gas Lease dated April 8th, 2008 by and between Metro Buys Homes, LLC, as Lessor(s), and Dale Property Services, LLC, as Lessee, to wit:

If any of the following provisions conflict with or are inconsistent with any of the printed provisions or terms of this lease, the following provisions shall control.

The following is agreed upon by Lessor and Lessee:

1. This Lease does not grant to Lessee the right or privilege to enter or operate upon the leased premises for any reason, or at any time without prior written consent of lessor(s).
2. Said Lease only grants to the Lessee rights in oil, gas, and other liquefied and gaseous hydrocarbons and those non-hydrocarbon substances produced in association with oil and/or gas. All other minerals in, on, or under the lands are expressly excepted from this Lease and reserved by Lessor.
3. Said paid up Lease amount per acre shall be \$15,000.00.
4. Said primary term shall be for period of Three (3) years.
5. Said Royalties shall be 25%.
6. Said Royalties shall be calculated based on a pooled unit size not to exceed (40) acres for oil and (320) acres for gas.
7. No division order will operate to amend any provision of said Lease.
8. Said shut-in royalty shall be \$50.00 and said payment due period shall be (90) days.
9. The payment of shut-in royalty will at no time extend this lease for a period of longer than two consecutive years or four (4) years in the aggregate.
10. For purposes of this lease, an "Affiliate of Lessee" is any corporation firm or other entity in which Lessee, or any parent company, subsidiary or affiliate of Lessee owns an interest of more than ten Percent (10%), whether by stock ownership or otherwise or over which Lessee or any parent company or Affiliate of Lessee exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner, and any corporation, firm or other entity which owns any interest in Lessee, whether by stock ownership or otherwise, or which exercises any degree of control, directly or indirectly, over Lessee, by stock ownership, interlocking directorate, or in any other manner.
11. All royalties that may become due hereunder shall commence to be paid on the first well completed on the leased premises within one hundred twenty (120) days following the month during which any well is completed and commences production. Thereafter, all royalties on oil shall be paid to Lessor on or before the last day of the month following the month of production and all royalties on gas shall be paid to Lessor on or before the last day of the second month following the month of production. Royalties not paid when due shall bear interest at the maximum rate permitted by law. Interest charges shall commence on the date payment is due and shall continue until payment is made in full.
12. If royalty is not paid by the date due, Lessor may give Lessee written notice of nonpayment of royalty, and if Lessor's royalty is not paid on or before expiration of thirty (30) days from Lessee's receipt of such notice, Lessor may terminate this lease and evict Lessee forthwith. However, if there is a bona fide dispute or a good faith question of royalty entitlement (either as to ownership or as to amount), based on an attorney's written opinion furnished to lessor prior to the expiration of such thirty (30) days, Lessee may pay the disputed portion of Lessor's royalty to a trustee to be selected by both parties, to be retained by such trustee and invested in interest-bearing accounts pending resolution of the entitlement issue, with the interest to belong to the successful party. If the parties do not or cannot agree on a trustee, Lessee may tender the royalty into a court of competent jurisdiction by Bill of Interpleader, to be so held and invested by the clerk under the direction of the court, if the royalty is so paid to such trustee or to the court within the time provided, then Lessor shall not have the right to terminate this lease for nonpayment of royalty.
13. Without limiting Lessor's rights or Lessee's obligations under any other provision of this lease, commencing on the completion date of the first well drilled on the Leased premises as a producing well, no more often than once in any three-year period during the term of this lease Lessor shall have the right to have an audit of the books, accounts, contracts, records and data of Lessee pertaining to the development, production, saving, transportation, sale, and marketing of the oil, gas, and sulphur produced from or attributable to the leased premises conducted. If the exceptions or deficiencies in royalty payments by lessee as revealed by the audit (the "audit exceptions") are, either by agreement of Lessor and Lessee or by a final, non-appealable judgment binding on the parties, determined to be more than the cost and expense of such audit, the Lessee shall reimburse lessor for the cost of such audit within thirty (30) days after the earlier of (i) the date of the agreement of the parties respecting the amount or amounts of the audit exceptions or (ii) the date upon which a judgment binding on the parties and determining the amount or amounts of the audit exceptions becomes final and non-appealable. If the audit exceptions are, either by agreement of lessor and Lessee or by a final, non-appealable judgment binding on the parties, determined to be less than the cost and expense of the audit, such cost and expense shall be borne by Lessor.
14. The term "operations" as used in this lease shall mean only (i) the production of oil, gas or other hydrocarbons in paying quantities and (ii) the actual drilling, testing, completion, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, conducted in good faith and with due diligence; and drilling operations will not be considered as being conducted unless a rig capable of drilling to the prospective depth is actually in place and rotating under power.

15. Insofar as possible, taking into consideration the productive limits of the producing interval and the configuration of the leased premises, the lands included within the production unit for a well shall be in the form of a square or rectangle. Every effort shall be made in designating production units to avoid releasing small or irregularly shaped portions of the leased premises, or portions not contiguous with other released portions. Acreage assigned to wells producing from different zones may overlap, and shall overlap when necessary to comply with the requirements of this section. If a well is producing from more than one formation, its production unit's size and configuration shall conform to the Railroad Commission rules applicable to the well which provide the largest production unit (subject to the size limitations stated above). If all or a portion of the leased premises is included in a pooled unit, then for purposes of this paragraph all the lands within the pooled unit shall be considered a part of the leased premises, and the size and configuration of the pooled unit must conform to the requirements of this paragraph for a production unit.

16. As to any acreage which is not included within any production unit at the expiration of the primary term Lessee may maintain this lease as to such excluded acreage beyond the primary term only by conducting drilling operations thereon with no cessation of more than one hundred eighty (180) consecutive days; and at such time as such operations cease. Lessee shall designate any additional production units resulting from such operations, and this lease shall automatically terminate and be of no further force or effect as to any acreage not within such designated units.

17. As to acreage which is included within a production unit, this lease may be held in force after the termination of the primary term only by production from, or operations conducted (as provided in this lease) on such unit; and production from, or operations conducted on, one unit will not maintain this lease in force as to any other acreage included within any other unit, but such production or operations will maintain this lease only as to the acreage within the unit or units upon which such production or operations are being maintained or conducted.

18. Lessee shall have the right at any time and from time to time during the term of this lease to release from the lands covered hereby any lands subject to this lease and thereby be relieved of all obligations thereafter accruing as to the acreage so released.

19. Any claim of delay by force majeure will not act to extend this lease in excess of two (2) years.

20. On or before the expiration of the primary term of this Lease, Lessee has the option, but not the obligation, to pay Lessor the same bonus per net mineral acre covered by this Lease. Upon this payment being made, the primary term of the Lease shall be extended for an additional period of two (2) years.

21. At the end of the primary term of this lease or upon the complete development of the leased premises after the end of the primary term, this lease will terminate automatically as to all depths lying more than one hundred (100) feet below the stratigraphic equivalent of the deepest producing formation.

22. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. Assignees of Lessee can be held liable, but original Lessee should not be held responsible once the lease has been assigned. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of this lease to the same extent as if such assignee were an original party to this lease. Lessee shall within thirty (30) days of the assignment of this lease or any part thereof notify lessor of such assignment and furnish Lessor a true copy of any assignment with the exception of assignments being made to officers, directors, and/or subsidiaries of Chesapeake Energy. All notices to Lessee hereunder may be given to the Lessee named herein, notwithstanding the assignment of part or all of this lease. No change or division in the ownership of the leased premises, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof to Lessee, its successors or assigns, no change or division in the ownership of the leased premises or of the royalties or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless pay or tender such royalties or other moneys, or part thereof to Lessor.

23. Lessee agrees to defend, indemnify And hold harmless Lessor and Lessor's heirs, successors, representatives, agents and assigns ("Indemnitees"), from and against any and all claims, demands and causes of action for injury (including death) or damage to persons or property arising out of incidental to or resulting from the operations of or for Lessee or Lessee's servants, agents, employees, guests, licensees, invitees or independent contractors, and from and against all costs and expenses incurred by Indemnitees by reason of any such claim or claims, including attorneys' fees; and each assignee of this lease, or an interest agrees to indemnify and hold harmless Indemnitees in the same manner provided above. Such indemnity shall apply to any claim arising out of operations conducted under or pursuant to this lease, howsoever caused. The provisions of this paragraph shall survive the termination of this lease.

24. 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 respect 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 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.

25. All obligations of Lessee other than the payment of money shall be performable in the county or counties in which the leased premises are situated. All obligations of Lessee for the payment of money shall be performable in the county of residence of each Lessor. Venue for any action to enforce Lessee's obligations hereunder shall lie in the county in which the leased premises are situated or in the county of residence of any party hereto.

LESSOR:

LESSEE:

By David C. Boles

David C. Boles, President, Metro Buys Homes, LLC

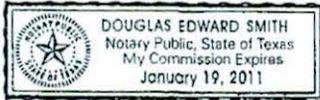
By Mike Taliaferro

Mike Taliaferro, President, Dale Property Services, LLC

LESSOR'S ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 8th day of April, 2008, by David C. Boles, President of Metro Buys Homes, LLC on behalf of the Company.



Douglas Edward Smith
Notary Public, State of Texas

LESSEE'S ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day of April, 2008, by Mike Taliaferro, President, Dale Property Services, LLC on behalf of the company.

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: 04/15/2008 11:57 AM
Instrument #: D208135273
LSE 7 PGS \$36.00

By: _____



D208135273

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

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 Harlan, 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 Bishop Street.

(Please refer to the attached Exhibit "A")

The average consideration paid by Dale for the leases on adjacent lands to the property designated as Bishop Street is \$6,548.77 per acre. The average consideration excludes those certain leases that did not provide sufficient information.

Further Affiant sayeth not.

Affiant


Tara Harlan

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 16th day of FEBRUARY, 2011 by Tara Harlan.


Notary Public, State of Texas



Exhibit A

**Coordinating
Map & Lease
Number**

1	Oil and Gas Lease Lessor: Tina Haughenberry Lessee: Dale Property Services, LLC Recording Info: D207142056	Bonus Per Acre: \$1,000.00 Acreage: 0.282
2	Oil and Gas Lease Lessor: Scott R Davidson Interest, Inc Lessee: Dale Property Services, LLC Recording Info: D207263212	Bonus Per Acre: \$8,000.00 Acreage: 0.152
3	Oil and Gas Lease Lessor: Audelia L Hernandez Lessee: Dale Property Services, LLC Recording Info: D207434853	Bonus Per Acre: \$3,012.05 Acreage: 0.166
4	Oil and Gas Lease Lessor: Robert & Marilyn Walker Lessee: Dale Property Services, LLC Recording Info: D207374910	Bonus Per Acre: \$3,000.00 Acreage: 0.179
5	Oil and Gas Lease Lessor: Olive Tree Realty Solution LLC Lessee: Dale Property Services, LLC Recording Info: D208129242	Bonus Per Acre: \$5,000.00 Acreage: 0.22
6	Oil and Gas Lease Lessor: Metro Buys Homes LLC Lessee: Dale Property Services, LLC Recording Info: D208135273	Bonus Per Acre: \$15,000.00 Acreage: 0.344

6.

File No. MF112142

Lease

Date Filed: 7/18/11

Jerry E. Patterson, Commissioner

By [Signature]

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

April 21, 2011

Mr. Jean Paul Beebe
Dale Property Services, LLC
Agent for Chesapeake Exploration, LLC
500 Taylor Street, Suite 600
Ft. Worth, TX 76102

Dear Mr. Beebe,

Re: State of Texas HROW Lease # MF 112142

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

Please proof read the lease before filing of record and refer to this lease number with all correspondence.

Please have your client provide the GLO with a copy of the recorded Unit Designation for this lease.

If you have any questions please feel free to contact my direct phone number, or email address listed below, or contact George Martin at his direct number (512) 475-1512.

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

7.

File No. MF 112142

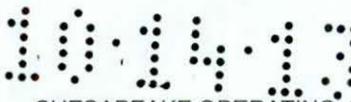
No letter

Date Filed: 4/21/11

Jerry E. Patterson, Commissioner

By [Signature]

Y903



unit 9743
 MF112142
 MF112144
 MF114876
 DIVISION ORDER
 MF115351
 MF115352
 MF117634
 MF119744

TO: CHESAPEAKE OPERATING, INC., PAYOR
 P.O. BOX 18496
 OKLAHOMA CITY, OK 73154

PROPERTY NO: 630463
 EFFECTIVE: 4/14/2012
 PREPARED BY: DEANN ADAMS
 DATE PREPARED: 10/8/2013
 PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on October 8, 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: VAQUERO 1H OWNER: STATE OF TEXAS
 LEGAL DESCRIPTION: 702.034 ACRES; ROBERT R RAMEY, A-1342 UNIT ACRES: 702.034000
 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	2.178000	0.25000000	0.00077559		0.25000000	0.00077559			

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

File No. MF 112142

Division Order

Date Filed: 5/15/19

George P. Bush, Commissioner

By AT



DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

UPA200093

Unit Number 10832
Operator Name TEP Barnett USA, LLC
Customer ID C000089958
Unit Name Vaquero Unit
County 1 Tarrant **RRC District 1** 05
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Permanent
State Net Revenue Interest Oil 0.00445818
State Part in Unit 0.01783271
Unit Depth Specified Depths
From Depth Well
To Depth Formation Top of Barnett Shale to Base of Barnett Shale
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF112142		0.510000	663.898100	0.00076819	O/G	0.25000000	0.00019205	No
MF112144		1.778000	663.898100	0.00267812	O/G	0.25000000	0.00066953	No
MF114876		1.003000	663.898100	0.00151077	O/G	0.25000000	0.00037769	No
MF115351		0.764000	663.898100	0.00115078	O/G	0.25000000	0.00028769	No



Texas General Land Office
 George P. Bush, Commissioner
 1700 North Congress Avenue
 Austin, Texas 78701-1495

Unit 10832

Amends
 Unit 9743

STATE RIGHT OF WAY and/or COUNTY ROAD UNIT DESIGNATION

OPERATOR INFORMATION

Contact Name Jeremiah Johnson, Sr. Landman Phone (817) 720-1146
 Name of Pooled Unit Vaquero Unit
 Operator of Pooled Unit TEP BARNETT USA, LLC County TARRANT
 Effective Date of Unit Declaration: 4-18-2011

SROW/CO. ROAD LEASE(S) IN UNIT

SROW/CoRd Lease MF No.	Lease Date	Term	Royalty	Total Acreage in SROW/CoRd Lease	SROW/CoRd Lease Acreage in Unit
*See Included Spreadsheet				11.8391	11.8391

part: 0.01783271

NRI: 0.00445818

Total SROW Acreage in Unit: 9.115100
 Total CoRd Acreage in Unit: 2.724000
 Total Private Acreage in Unit: 652.059000
 Total Unit Acreage: 663.8981

State Roads Royalty Revenue Interest in Unit:	0.	0	0	3	4	3	2	4	2
---	----	---	---	---	---	---	---	---	---

County Roads Royalty Revenue Interest in Unit:	0.	0	0	1	0	2	5	7	6
--	----	---	---	---	---	---	---	---	---

◆ Attach a plat showing the pooled unit outline, unit well(s) location, and SROW & CoRd 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: LTD. TO BARNETT SHALE FM
 RRC Field Name(s): NEWARK, EAST

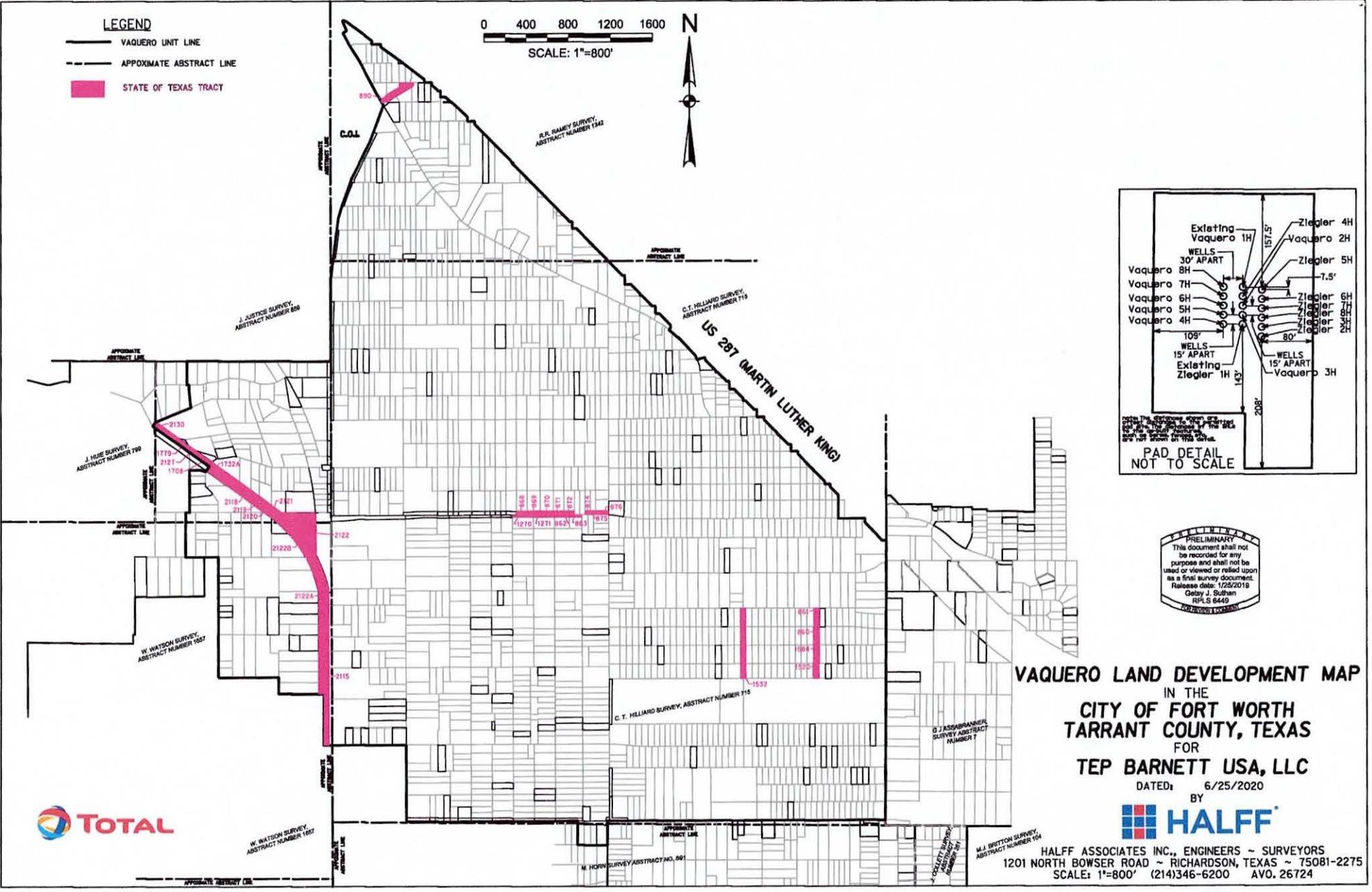
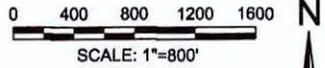
UNIT WELLS

API # 4243935745 RRC ID# 261724
 API # 4243936751 RRC ID# 271253
 API # 4243936752 RRC ID# 271257
 API # 4243936753 RRC ID# 271249

County Owned													Unit Size	663.898
TRACT NUMBER	Gross Acres	LEASE ID	LESSOR	LESSEE	DATE	ADDITION	BLOCK	LOT	GEO Ref	RI	OWN%	Net Acres	Calc NRI - Revised	
860	0.242	42-0007992-000	STATE OF TEXAS - MF 115352	CHESAPEAKE EXPLORATION, LLC	6/4/2013	KAYWOOD HEIGHTS - KAYWOOD ST ROW	8	6	ROW	0.25	1	0.242	0.00009113	
861	0.22	42-0007992-000	STATE OF TEXAS - MF 115352	CHESAPEAKE EXPLORATION, LLC	6/4/2013	KAYWOOD HEIGHTS - KAYWOOD ST ROW	7	6	ROW	0.25	1	0.22	0.00008284	
1584	0.242	42-0007992-000	STATE OF TEXAS - MF 115352	CHESAPEAKE EXPLORATION, LLC	6/4/2013	KAYWOOD HEIGHTS - KAYWOOD ST ROW	8	16	ROW	0.25	1	0.242	0.00009113	
1520	0.193	42-0007992-000	STATE OF TEXAS - MF 115352	CHESAPEAKE EXPLORATION, LLC	6/4/2013	KAYWOOD HEIGHTS - KAYWOOD ST ROW	9	6	ROW	0.25	1	0.193	0.00007268	
												0.897	0.00033778	
862	0.076	42-0007637-000	STATE OF TEXAS - MF 114876	CHESAPEAKE EXPLORATION, LLC	4/3/2013	C T HILLIARD SVY, A-715	A-715	WILLBARGER ST	ROW	0.25	1	0.076	0.00002862	
863	0.063	42-0007637-000	STATE OF TEXAS - MF 114877	CHESAPEAKE EXPLORATION, LLC	4/3/2013	C T HILLIARD SVY, A-715	A-715	WILLBARGER ST	ROW	0.25	1	0.063	0.00002372	
868	0.084	42-0007637-000	STATE OF TEXAS - MF 114878	CHESAPEAKE EXPLORATION, LLC	4/3/2013	C T HILLIARD SVY, A-715	A-715	WILLBARGER ST	ROW	0.25	1	0.084	0.00003163	
869	0.105	42-0007637-000	STATE OF TEXAS - MF 114879	CHESAPEAKE EXPLORATION, LLC	4/3/2013	C T HILLIARD SVY, A-715	A-715	WILLBARGER ST	ROW	0.25	1	0.105	0.00003954	
870	0.105	42-0007637-000	STATE OF TEXAS - MF 114880	CHESAPEAKE EXPLORATION, LLC	4/3/2013	C T HILLIARD SVY, A-715	A-715	WILLBARGER ST	ROW	0.25	1	0.105	0.00003954	
871	0.084	42-0007637-000	STATE OF TEXAS - MF 114881	CHESAPEAKE EXPLORATION, LLC	4/3/2013	C T HILLIARD SVY, A-715	A-715	WILLBARGER ST	ROW	0.25	1	0.084	0.00003163	
872	0.084	42-0007637-000	STATE OF TEXAS - MF 114882	CHESAPEAKE EXPLORATION, LLC	4/3/2013	C T HILLIARD SVY, A-715	A-715	WILLBARGER ST	ROW	0.25	1	0.084	0.00003163	
874	0.042	42-0007637-000	STATE OF TEXAS - MF 114883	CHESAPEAKE EXPLORATION, LLC	4/3/2013	C T HILLIARD SVY, A-715	A-715	WILLBARGER ST	ROW	0.25	1	0.042	0.00001582	
875	0.042	42-0007637-000	STATE OF TEXAS - MF 114884	CHESAPEAKE EXPLORATION, LLC	4/3/2013	C T HILLIARD SVY, A-715	A-715	WILLBARGER ST	ROW	0.25	1	0.042	0.00001582	
876	0.105	42-0007637-000	STATE OF TEXAS - MF 114885	CHESAPEAKE EXPLORATION, LLC	4/3/2013	C T HILLIARD SVY, A-715	A-715	WILLBARGER ST	ROW	0.25	1	0.105	0.00003954	
1270	0.107	42-0007637-000	STATE OF TEXAS - MF 114886	CHESAPEAKE EXPLORATION, LLC	4/3/2013	C T HILLIARD SVY, A-715	A-715	WILLBARGER ST	ROW	0.25	1	0.107	0.00004029	
1271	0.106	42-0007637-000	STATE OF TEXAS - MF 114887	CHESAPEAKE EXPLORATION, LLC	4/3/2013	C T HILLIARD SVY, A-715	A-715	WILLBARGER ST	ROW	0.25	1	0.106	0.00003992	
												1.003	0.00037769	
890	0.51	TX0152591-000	STATE OF TEXAS - MF 112142	CHESAPEAKE EXPLORATION, LLC	4/5/2011	MEADOW LAWN - BISHOP ST ROW	7	BISHOP ST	ROW	0.25	1	0.51	0.00019205	
1532	0.764	42-0007995-000	STATE OF TEXAS - MF 115351	CHESAPEAKE EXPLORATION, LLC	6/4/2013	C T HILLIARD SVY, A-715	A-715	RUTAN ST	ROW	0.25	1	0.764	0.00028769	
2115	1.778	TX0152557-000	STATE OF TEXAS - MF 112144	CHESAPEAKE EXPLORATION, LLC	4/4/2012	WILLIAM HICKS SVY, A-694	A-694	WICHITA ST	ROW	0.25	1	1.778	0.00066953	
2122	1.312	TX7770357-000	STATE OF TEXAS - MF 119744	TOTAL E&P USA BARNETT, LLC	12/18/2018	JESSE JUSTICE SVY, A-859	A-859	MITCHELL BLVD.	N/A	0.25	1	1.312	0.00049405	
2122A	1.412	TX7770357-000	STATE OF TEXAS - MF 119744	TOTAL E&P USA BARNETT, LLC	12/18/2018	JESSE JUSTICE SVY, A-859	A-859	MITCHELL BLVD.	N/A	0.25	1	1.412	0.00053171	
												2.724	0.00102576	
1708	0.2074	421-00610-000	STATE OF TEXAS - MF 117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	TRUELAND ADDITION - MITCHELL BLVD	2	MITCHELL BLVD.	43870-2-9-B	0.25	1	0.2074	0.00007810	
1779	0.1236	421-00610-000	STATE OF TEXAS - MF 117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	TRUELAND ADDITION - MITCHELL BLVD	2	MITCHELL BLVD.	43870-2-9-B	0.25	1	0.1236	0.00004654	
2118	0.43	421-00610-000	STATE OF TEXAS - MF 117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	JESSE JUSTICE SVY, A-859	A-859	MITCHELL BLVD.	ROW	0.25	1	0.43	0.00016192	
2119	0.272	421-00610-000	STATE OF TEXAS - MF 117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	JESSE JUSTICE SVY, A-859	A-859	MITCHELL BLVD.	ROW	0.25	1	0.272	0.00010243	
2120	0.279	421-00610-000	STATE OF TEXAS - MF 117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	JESSE JUSTICE SVY, A-859	A-859	MITCHELL BLVD.	ROW	0.25	1	0.279	0.00010506	
2121	0.076	421-00610-000	STATE OF TEXAS - MF 117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	JESSE JUSTICE SVY, A-859	A-859	MITCHELL BLVD.	ROW	0.25	1	0.076	0.00002862	
2127	0.1075	421-00610-000	STATE OF TEXAS - MF 117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	TRUELAND ADDITION - MITCHELL BLVD	2	MITCHELL BLVD.	ROW	0.25	1	0.1075	0.00004048	
2130	0.3167	421-00610-000	STATE OF TEXAS - MF 117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	TRUELAND ADDITION - MITCHELL BLVD	2	MITCHELL BLVD.	ROW	0.25	1	0.3167	0.00011926	
1732A	0.7119	421-00610-000	STATE OF TEXAS - MF 117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	TRUELAND ADDITION - MITCHELL BLVD	4	ROW PT 12 & 13	ROW	0.25	1	0.7119	0.00026808	
2122B	1.639	421-00610-000	STATE OF TEXAS - MF 117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	JESSE JUSTICE SVY, A-859	A-859	MITCHELL BLVD.	ROW	0.25	1	1.639	0.00061719	
												4.1631	0.00156767	
												11.8391	0.00445818	

LEGEND

-  VAQUERO UNIT LINE
-  APPROXIMATE ABSTRACT LINE
-  STATE OF TEXAS TRACT



**THIRD AMENDMENT AND CORRECTION TO DECLARATION OF POOLED UNIT
VAQUERO UNIT**

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 Vaquero Unit, effective 4/18/2011 and recorded 6/13/2011 as D211138217, with a counterpart filing recorded as D211167512, Official Public Records of Tarrant County, Texas ("DPU").
2. That certain Corrected Declaration of Pooled Unit for the Vaquero Unit, recorded 6/6/2012 as D212135612, with a counterpart filing recorded as D213174107, Official Public Records of Tarrant County, Texas.
3. That certain First Amendment to Declaration of Pooled Unit for the Vaquero Unit, recorded 6/7/2012 as D212137105, with a counterpart filing recorded as D213174106, Official Public Records of Tarrant County, Texas.
4. That certain Corrected Declaration of Pooled Unit for the Vaquero Unit, recorded 12/12/2012 as D212304260, with a counterpart filing recorded as D213021532, Official Public Records of Tarrant County, Texas.
5. That certain Second Amendment to Declaration of Pooled Unit for the Vaquero Unit, recorded 2/14/2014 as D214029454, with a counterpart filing recorded as D214258236, Official Public Records of Tarrant County, Texas.
6. That certain Corrected Declaration of Pooled Unit for the Vaquero Unit, recorded 2/14/2014 as D214029453, with a counterpart filing recorded as D214258237, Official Public Records of Tarrant County, Texas.
7. That certain Corrected Declaration of Pooled Unit for the Vaquero Unit, recorded 5/13/2015 as D215099789, Official Public Records of Tarrant County, Texas.

Said DPU and all amendments and corrections thereto are incorporated herein for all purposes.

RECITALS

WHEREAS, the undersigned desire to amend and correct the Exhibit "A" of the DPU to include additional leases within the Unit Area and to remove certain leases, and to amend the metes & bounds description of the DPU to change the size and configuration of the Unit Area; and

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; and

WHEREAS, This Agreement 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 of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

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. Exhibit "A" of the DPU is hereby amended to add certain oil and gas leases and to remove certain oil and gas leases, as identified on Exhibit "A" attached hereto.

2. Exhibit "A" of the DPU is hereby corrected to include certain oil and gas leases, which were previously pooled within the Unit Area as described in the Exhibit "B" of the DPU, but inadvertently excluded from the list of leases.
3. Exhibit "B" of the DPU is hereby deleted in its entirety and replaced with the Exhibit "B" attached hereto. The Unit Area shall consist of **669.649 acres** as described in Exhibit "B".

Except as modified hereby, said DPU and any amendments and/or corrections thereto remain in full force and effect.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof.

TOTAL E&P USA Barnett, LLC
a Delaware limited liability company

By:  75
Brett Austin
Vice President - Land

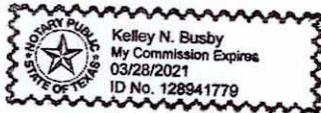
TOTAL E&P USA, Inc.
a Delaware corporation

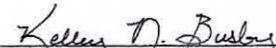
By: 
Troy Dias
Vice President – Producing Assets

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

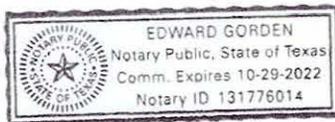
The foregoing instrument was acknowledged before me on this 7th day of October, 2019, by Brett Austin, Vice President - Land of **TOTAL E&P USA Barnett, LLC**, a Delaware limited liability company, as the act and deed on behalf of such limited liability company.




Notary Public for the State of Texas

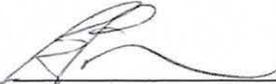
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 28 day of October, 2019, by Troy Dias, Vice President – Producing Assets of **TOTAL E&P USA, Inc.**, a Delaware corporation, as the act and deed on behalf of such corporation.




Notary Public for the State of Texas

Jamestown Resources, L.L.C.
an Oklahoma limited liability company

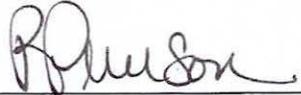
By: 
Name: Brian Shannon
Title: Manager PMS

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 22nd day of October, 2019, before me appeared Brian Shannon, to me personally known, who, being by me personally sworn, did say that he is the Manager of **Jamestown Resources, L.L.C.**, an Oklahoma limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.




Notary Public for the State of Texas

MORENO ENERGY, INC.

By: [Signature]
Name: F. Fox Benton III
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 24th day of October, 2019
by F. Fox Benton III as President of **MORENO ENERGY, INC.** a Texas
corporation, as the act and deed on behalf of such corporation.



Heidi Thomas Schulte
Notary Public for the State of Texas

EXHIBIT "A"

Attached to and made a part of that Third Amendment and Correction to Declaration of Pooled Unit for the VAQUERO UNIT.

The Vaquero Unit Exhibit "A" is hereby AMENDED to ADD the following oil and gas leases and agreements, as limited to those lands insofar and only insofar as said leases cover lands within the Unit described in Exhibit "B" of the DPU:

TRACT	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED	ADDITION/SURVEY	BLOCK	LOT/DESC
1001	TX7770291-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012429	C T HILLIARD SVY, A-715		MARTIN AVE
1010	TX7770084-000	JESUS RAMIREZ	TOTAL E&P USA BARNETT, LLC	4/30/2018	D218092280	TRENTMAN'S REVISION	16	D
1027	TX7770292-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012433	C T HILLIARD SVY, A-715		MARTIN AVE
1154	TX7770246-000	SANTOS P PECINA	TOTAL E&P USA BARNETT, LLC	6/26/2018	D218140385	COBBS ORCHARD	10	N 150' OF 28R
1171	TX7770167-000	KHORRAMI ROYALTY FAMILY PARTNERSHIP	TOTAL E&P USA BARNETT, LLC	6/12/2018	D218127906	TRENTMAN'S REVISION	15	J
1172	TX7770311-000	RNA FINANCIAL, LLC	TOTAL E&P USA BARNETT, LLC	1/22/2019	D219013009	TRENTMAN'S REVISION	15	I
1180	TX7770126-001	JAMES RITTENBURY AKA JAMES CLINTON	TOTAL E&P USA BARNETT, LLC	3/10/2018	D218060075	TRENTMAN'S REVISION	15	U
1180	TX7770126-002	EARL SANDER RITTENBURY	TOTAL E&P USA BARNETT, LLC	3/7/2018	D218048791	TRENTMAN'S REVISION	15	U
1218	TX7770075-000	EUSTOLIA CASTRO	TOTAL E&P USA BARNETT, LLC	3/28/2018	D218064643	COBBS ORCHARD, SECOND FILING	3	10
1219	TX7770458-000	BOBBIE E CONNALLY	TOTAL E&P USA BARNETT, LLC	9/1/2019	D219225469	COBBS ORCHARD, SECOND FILING	3	N 1/2 OF 9
1224	TX7770110-000	JESUS M LUNA & DENISEE E CAMARGO	TOTAL E&P USA BARNETT, LLC	3/2/2018	D218046296	COBBS ORCHARD, SECOND FILING	3	8C
1305	TX7770293-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012421	C T HILLIARD SVY, A-715		WILLBARGER STREET
1313	TX7770166-000	KHORRAMI ROYALTY FAMILY PARTNERSHIP	TOTAL E&P USA BARNETT, LLC	6/12/2018	D218127907	COBBS ORCHARD, SECOND FILING	1	N 1/2 OF 8
1329	TX7770294-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012426	C T HILLIARD SVY, A-715		WILLBARGER STREET
1412	TX7770295-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012434	C T HILLIARD SVY, A-715		SHACKLEFORD STREET
1413	TX7770296-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/4/2019	D219012425	C T HILLIARD SVY, A-715		SHACKLEFORD STREET
1424	TX7770094-000	NEW YORK BANKERS	TOTAL E&P USA BARNETT, LLC	4/17/2018	D218081984	W S KELLER ADDITION	6	11
1506	TX7770297-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/4/2019	D219012423	C T HILLIARD SVY, A-715		SHACKLEFORD STREET
1561	TX7770209-000	SHIRLEY ANN SMITH	TOTAL E&P USA BARNETT, LLC	8/13/2018	D218180485	KAYWOOD HEIGHTS	2	32
1642	TX7770165-000	KHORRAMI ROYALTY FAMILY PARTNERSHIP	TOTAL E&P USA BARNETT, LLC	6/12/2018	D218127908	HOMEWOOD ADDITION	11	E
1643	TX7770111-000	RAUL HERNANDEZ & TERESA HERNANDEZ	TOTAL E&P USA BARNETT, LLC	2/21/2018	D218037912	HOMEWOOD ADDITION	11	D
1689	TX7770298-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012439	C T HILLIARD SVY, A-715		WICHITA STREET
1694	TX7770095-000	ANDRE EUGENE MCCULLOUGH	TOTAL E&P USA BARNETT, LLC	3/8/2018	D218067229	TRUELAND ADDITION	1	11C
1701	TX7770073-000	VENETTA GRIFFIN	TOTAL E&P USA BARNETT, LLC	3/26/2018	D218062653	TRUELAND ADDITION	2	5A
1707	TX7770259-001	CHRISTOPHER MICHAEL DAWSON	TOTAL E&P USA BARNETT, LLC	11/29/2018	D218262466	W. A. HUBERT SUBDIVISION	2	A
1732B	TX7770309-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012430	TRUELAND ADDITION	4	5 PT 12 & 13
1744	TX7770299-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012427	C T HILLIARD SVY, A-715		WICHITA STREET
1756	TX7770300-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012428	TRUELAND ADDITION	4	1 THRU 4
1839	TX7770208-000	JOSE GUZMAN GARCIA & ARACELY GUZMAN GARCIA	TOTAL E&P USA BARNETT, LLC	8/10/2018	D218180484	OAK LAWN ADDN - CITY OF FORT WORTH		10D & 10E
2108	TX7770301-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012420	JESSE JUSTICE SVY, A-859		WICHITA STREET
2109	TX7770302-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012432	JESSE JUSTICE SVY, A-859		WICHITA STREET
2110	TX7770303-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012424	JESSE JUSTICE SVY, A-859		WICHITA STREET
2111	TX7770304-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012422	JESSE JUSTICE SVY, A-859		WICHITA STREET
2112	TX7770305-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012438	JESSE JUSTICE SVY, A-859		WICHITA STREET
2113	TX7770306-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012431	JESSE JUSTICE SVY, A-859		WICHITA STREET
2114	TX7770307-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012435	JESSE JUSTICE SVY, A-859		WICHITA STREET
2122	TX7770357-000	STATE OF TEXAS - M-119744	TOTAL E&P USA BARNETT, LLC	12/18/2018	D219084927	JESSE JUSTICE SVY, A-859		MITCHELL BLVD.
2122A	TX7770357-000	STATE OF TEXAS - M-119744	TOTAL E&P USA BARNETT, LLC	12/18/2018	D219084927	JESSE JUSTICE SVY, A-859		MITCHELL BLVD.
2123	TX7770288-000	GLAFIRO SANCHEZ	TOTAL E&P USA BARNETT, LLC	1/9/2019	D219005647	TRUELAND ADDITION	2	9E
2124	TX7770288-000	GLAFIRO SANCHEZ	TOTAL E&P USA BARNETT, LLC	1/9/2019	D219005647	TRUELAND ADDITION	2	9E PT 2
2128	TX7770308-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/2/2019	D219012436	OAK LAWN ADDN - CITY OF FORT WORTH		WILLBARGER STREET
C-690	TX7770247-000	NEW YORK BANKERS	TOTAL E&P USA BARNETT, LLC	9/21/2018	D218212444	TRUDALE ADDITION	1	4
C-691	TX7770248-000	JOSE JAVIER MEDRANO	TOTAL E&P USA BARNETT, LLC	10/9/2018	D218230918	TRUDALE ADDITION	1	5
C-693	TX7770249-000	DOLORES GARCES	TOTAL E&P USA BARNETT, LLC	9/28/2018	D218219109	TRUDALE ADDITION	1	7
C-775	TX7770310-000	CITY OF FORT WORTH	TOTAL E&P USA BARNETT, LLC	1/4/2019	D219012437	M. HORN SURVEY, ABSTRACT NO. 691		MARTIN AVE

The Vaquero Unit Exhibit "A" is hereby CORRECTED to INCLUDE the following oil and gas leases, which were previously pooled within the Unit Area, but inadvertently excluded from the Exhibit "A" list of leases of the DPU:

TRACT	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED	ADDITION/SURVEY	BLOCK	LOT/DESC
329	42-0009155-000	TEXAS STATE AFFORDABLE HOUSING INC	CHESAPEAKE EXPLORATION, LLC	4/2/2014	D214079007	MASONIC HOME #2 ADDITION	1	F
751	TX0423474-002	MAC-LP, LLC & MINERAL ACQUISITION COMPANY I, LP	MC MINERAL COMPANY, LLC	10/26/2013	D213306894	TRUE ACRES ADDITION	3	21
788	GLENCREST	JOSE & JUANA ROMERO	GLENCREST RESOURCES, LLC	6/3/2008	D208227715	MASONIC HOME #1 ADDITION	22B	2
789	42-0009537-001	BLUEBONNET MINERALS, LLC	CHESAPEAKE EXPLORATION, LLC	3/21/2014	D214127516	HINTON SUBDIVISION	1	S-1
1123	42-0011310-000	RIVERCHASE PROPERTIES, LLC	CHESAPEAKE EXPLORATION, LLC	5/18/2015	D215159446	COBBS ORCHARD, SECOND FILING	6	4R & PT OF 5
1124	42-0000277-002	CORONADO RESOURCES, LP	CHESAPEAKE EXPLORATION, LLC	4/28/2015	D215094603	COBBS ORCHARD, SECOND FILING	6	S 25' OF 3 & THE N 75' OF
1151	42-0011233-000	CORONADO RESOURCES, LP	CHESAPEAKE EXPLORATION, LLC	4/29/2015	D215094607	COBBS ORCHARD	10	3R
1408	42-0011355-001	BRUCE ROSBOROUGH	CHESAPEAKE EXPLORATION, LLC	8/3/2015	D215195889	W S KELLER ADDITION	9	25
1708	421-00610-000	STATE OF TEXAS - M-117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	UNRECORDED	TRUELAND ADDITION - MITCHELL BLVD	2	MITCHELL BLVD.
1730	42-0011390-000	ALTAMIRA CUSTOM HOMES, LLC	CHESAPEAKE EXPLORATION, LLC	7/27/2015	D215234789	TRUELAND ADDITION	4	10C
1732A	421-00610-000	STATE OF TEXAS - M-117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	UNRECORDED	TRUELAND ADDITION - MITCHELL BLVD	4	ROW PT 12 & 13
1738	TX0513141-001	JOSE F SANCHEZ & ROSARIO PUENTES	FOUR SEVENS RESOURCES CO, LTD	1/11/2007	D207015210; D210031600	TRUELAND ADDITION	4	9-B
1779	421-00610-000	STATE OF TEXAS - M-117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	UNRECORDED	TRUELAND ADDITION - MITCHELL BLVD	2	MITCHELL BLVD.
1807	GLENCREST	FRANCISCO MARTINEZ & JUANA MARIA MARTINEZ	GLENCREST RESOURCES, LLC	7/19/2008	D208335087	MASONIC HOME #2 ADDITION	25	W 1/2 OF 6
1821	GLENCREST	ADOLFO CRUZ	GLENCREST RESOURCES, LLC	5/19/2008	D208259796	OAK LAWN ADDN - CITY OF FORT WORTH		6C
1852	TX0146857-000	MARY J FENN	DALE PROPERTY SERVICES, LLC	8/9/2010	D210198142	OAK LAWN ADDN - CITY OF FORT WORTH		E96'W 1/2 LTS 7 & 8
2118	421-00610-000	STATE OF TEXAS - M-117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	UNRECORDED	JESSE JUSTICE SVY, A-859		MITCHELL BLVD.
2119	421-00610-000	STATE OF TEXAS - M-117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	UNRECORDED	JESSE JUSTICE SVY, A-859		MITCHELL BLVD.
2120	421-00610-000	STATE OF TEXAS - M-117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	UNRECORDED	JESSE JUSTICE SVY, A-859		MITCHELL BLVD.
2121	421-00610-000	STATE OF TEXAS - M-117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	UNRECORDED	JESSE JUSTICE SVY, A-859		MITCHELL BLVD.
2122B	421-00610-000	STATE OF TEXAS - M-117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	UNRECORDED	JESSE JUSTICE SVY, A-859		MITCHELL BLVD.
2127	421-00610-000	STATE OF TEXAS - M-117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	UNRECORDED	TRUELAND ADDITION - MITCHELL BLVD	2	MITCHELL BLVD.
2130	421-00610-000	STATE OF TEXAS - M-117634	CHESAPEAKE EXPLORATION, LLC	12/1/2015	UNRECORDED	TRUELAND ADDITION - MITCHELL BLVD	2	MITCHELL BLVD.

The Vaquero Unit Exhibit "A" is hereby AMENDED to REMOVE the following oil and gas leases from the DPU:

TRACT	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED	ADDITION/SURVEY	BLOCK	LOT/DESC
329	TX0076118-000	JACKIE GRADNEY	DALE PROPERTY SERVICES, LLC	6/25/2007	D207225981	MASONIC HOME #2 ADDITION	1	F
376	TX0120771-000	MARTIN & GABRIELA HERNANDEZ	DALE PROPERTY SERVICES, LLC	4/26/2008	D208188979	MASONIC HOME #2 ADDITION	5	R6B
439	42-0009627-000	ACOMA ENERGY, LLC	CHESAPEAKE EXPLORATION, LLC	4/30/2014	D214140758	MASONIC HOME #2 ADDITION	11	11
445	42-0009152-003	WHITE STAR ENERGY, INC	CHESAPEAKE EXPLORATION, LLC	3/26/2014	D214079011	MASONIC HOME #2 ADDITION	12	3
445	42-0009152-004	REBECCA YARBOROUGH	CHESAPEAKE EXPLORATION, LLC	3/26/2014	D214079008	MASONIC HOME #2 ADDITION	12	3
445	42-0009152-002	PECOS BEND ROYALTIES, LLLP	CHESAPEAKE EXPLORATION, LLC	3/26/2014	D214079012	MASONIC HOME #2 ADDITION	12	3
445	TX0101171-000	ANNIE GREEN	DALE PROPERTY SERVICES, LLC	11/3/2007	D207433602	MASONIC HOME #2 ADDITION	12	3
445	TX0101171-000	ANNIE GREEN	DALE PROPERTY SERVICES, LLC	11/3/2007	D207433602	MASONIC HOME #2 ADDITION	12	3
532	TX0093884-000	DEBORAH D DANCER	DALE PROPERTY SERVICES, LLC	10/8/2007	D207371065	MASONIC HOME #2 ADDITION	21	12
532	TX0093884-000	DEBORAH D DANCER	DALE PROPERTY SERVICES, LLC	10/8/2007	D207371065	MASONIC HOME #2 ADDITION	21	12
532	TX0093884-000	DEBORAH D DANCER	DALE PROPERTY SERVICES, LLC	10/8/2007	D207371065	MASONIC HOME #2 ADDITION	21	12
532	TX0093884-000	DEBORAH D DANCER	DALE PROPERTY SERVICES, LLC	10/8/2007	D207371065	MASONIC HOME #2 ADDITION	21	12
532	TX0093884-000	DEBORAH D DANCER	DALE PROPERTY SERVICES, LLC	10/8/2007	D207371065	MASONIC HOME #2 ADDITION	21	12
532	TX0093884-000	DEBORAH D DANCER	DALE PROPERTY SERVICES, LLC	10/8/2007	D207371065	MASONIC HOME #2 ADDITION	21	12
532	TX0093884-000	DEBORAH D DANCER	DALE PROPERTY SERVICES, LLC	10/8/2007	D207371065	MASONIC HOME #2 ADDITION	21	12
565	TX0079847-000	ADOLPHUS TAYLOR & CARLTON BURL	DALE PROPERTY SERVICES, LLC	6/29/2007	D207259363	COBBS ORCHARD	2	8D1
654	GLENCREST	MIRIAM MULGADO & ANTONIO TINOCO	GLENCREST RESOURCES, LLC	6/7/2008	D208275891	DAVIDSON SUBDIVISION	10	L
698	42-044206-001	TERRY G GOSS	CHESAPEAKE EXPLORATION, LLC	12/14/2011	D211311851	MASONIC HOME #2 ADDITION	9	N 65' OF 7
1069	TX0115933-000	VARICE MONDY JR	DALE PROPERTY SERVICES, LLC	3/31/2008	D208131176	TRENTMAN'S REVISION	7	R
1086	TX0075562-000	RAMON & AMPARO TELLEZ	DALE PROPERTY SERVICES, LLC	6/7/2007	D207210683	ROY T DENMAN'S SUBDIVISION		4
1132	TX0143590-000	JOSE PEREZ	DALE PROPERTY SERVICES, LLC	3/10/2010	D210070584	COBBS ORCHARD	6	N 87 1/2' OF 10

1142	TX0121527-000	ROBERT W JUSTICE	DALE PROPERTY SERVICES, LLC	5/7/2008	D208184163	COBBS ORCHARD, SECOND FILING	10	12R
1154	TX0127212-000	HELENA ROBINSON	DALE PROPERTY SERVICES, LLC	4/1/2008	D208236831	COBBS ORCHARD	10	N 150' OF 28R
1154	TX0127212-000	HELENA ROBINSON	DALE PROPERTY SERVICES, LLC	4/1/2008	D208236831	COBBS ORCHARD	10	N 150' OF 28R
1172	TX0116955-000	MINNIE BUCHANAN	DALE PROPERTY SERVICES, LLC	4/11/2008	D208141627	TRENTMAN'S REVISION	15	I
1172	TX0116955-000	MINNIE BUCHANAN	DALE PROPERTY SERVICES, LLC	4/11/2008	D208141627	TRENTMAN'S REVISION	15	I
1172	TX0116955-000	MINNIE BUCHANAN	DALE PROPERTY SERVICES, LLC	4/11/2008	D208141627	TRENTMAN'S REVISION	15	I
1172	TX0116955-000	MINNIE BUCHANAN	DALE PROPERTY SERVICES, LLC	4/11/2008	D208141627	TRENTMAN'S REVISION	15	I
1172	TX0116955-000	MINNIE BUCHANAN	DALE PROPERTY SERVICES, LLC	4/11/2008	D208141627	TRENTMAN'S REVISION	15	I
1172	TX0116955-000	MINNIE BUCHANAN	DALE PROPERTY SERVICES, LLC	4/11/2008	D208141627	TRENTMAN'S REVISION	15	I
1172	TX0116955-000	MINNIE BUCHANAN	DALE PROPERTY SERVICES, LLC	4/11/2008	D208141627	TRENTMAN'S REVISION	15	I
1215	TX0073177-000	RODNEY ALLEN	DALE PROPERTY SERVICES, LLC	5/22/2007	D207180537	COBBS ORCHARD, SECOND FILING	3	12B
1224	TX0146664-000	TIMOTHY C BLACKSTON	DALE PROPERTY SERVICES, LLC	7/27/2010	D210189997	COBBS ORCHARD, SECOND FILING	3	8C
1424	TX0106836-000	SARA GENTRY	DALE PROPERTY SERVICES, LLC	1/16/2008	D208021104	W S KELLER ADDITION	6	11
1450	TX0109325-000	LINDA F ISH	DALE PROPERTY SERVICES, LLC	2/1/2008	D208052250	W S KELLER ADDITION	4	3
1461	42-0009154-000	LISA D HIXSON	CHESAPEAKE EXPLORATION, LLC	4/4/2014	D214079009	W S KELLER ADDITION	3	10
1472A	42-000219-001	WANDA JANE ENDRES SIMS	CHESAPEAKE EXPLORATION, LLC	3/25/2011	D211073382	W S KELLER ADDITION	2	13
1472B	42-000219-002	MARK ARTHUR ENDRES	CHESAPEAKE EXPLORATION, LLC	4/26/2011	D211110619	W S KELLER ADDITION	2	13
1535	TX0145238-000	HIPOLITO SANCHEZ	DALE PROPERTY SERVICES, LLC	6/2/2010	D210135657	KAYWOOD HEIGHTS	3	17
1614	TX0135486-000	RUBY M HAWKINS	DALE PROPERTY SERVICES, LLC	9/15/2008	D208444357	KAYWOOD HEIGHTS	2	6
1701	TX0102848-000	MARY MORRIS	DALE PROPERTY SERVICES, LLC	11/15/2007	D207431556	TRUELAND ADDITION	2	5A
1701	TX2204990-000	MARY L MORRIS	DALE RESOURCES LLC	9/11/2006	D206311690	TRUELAND ADDITION	2	5A
1709	TX4571410-000	GLEN GARDEN GOLF-COUNTRY CLUB	FSOC GAS CO. LTD	8/17/2005	D205266878	TRUELAND ADDITION	2	6C & W PTS 7 B & 9
1709	TX4571410-000	GLEN GARDEN GOLF-COUNTRY CLUB	FSOC GAS CO. LTD	8/17/2005	D205266878	TRUELAND ADDITION	2	6C & W PTS 7 B & 9
1839	GLENCREST	VIRGINIA LOPEZ & CARMEN MUNOZ	GLENCREST RESOURCES, LLC	6/27/2008	D208383527	OAK LAWN ADDN - CITY OF FORT WORTH		10D & 10E
1860	TX0075531-000	WILLIAM & IRINA PATTON	DALE PROPERTY SERVICES, LLC	6/2/2007	D207218917	OAK LAWN ADDN - CITY OF FORT WORTH		N 1/2 OF THE E 1/2 OF 14
1869	TX0150530-000	JOHNNIE E FERRELL	CHESAPEAKE EXPLORATION, LLC	1/27/2011	D211034155	DENMAN SUBDIVISION OF OAKLAWN		42

End of Exhibit "A"

EXHIBIT "B"

Attached to and made a part of that Third Amendment and Correction to Declaration of Pooled Unit for the VAQUERO UNIT.

BEING **669.649 acres** out of a 703.094 acre tract of land, more or less, situated in the R. R. Ramey Survey, Abstract Number 1342, the C. T. Hilliard Survey, Abstract Number 715, the J. Huie Survey, Abstract Number 799, the Jesse Justice Survey, Abstract Number 859, and the M. Watson Survey, Abstract Number 1657, City of Fort Worth, Tarrant County, Texas, and being part of Meadowlawn Addition, an addition to the City of Fort Worth, as recorded in Volume 106, Page 160 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.), part of Masonic Home Addition, an addition to the City of Fort Worth, as recorded in Volume 204, Page 12, P.R.T.C.T., all of Lots 12-A, 12-B, Block 12, Lots 4, 5, 6, Block 14, Glen Garden Addition, an addition to the City of Fort Worth, as recorded in Volume 388-Q, Page 309, P.R.T.C.T., part of Lot 1, Block 1, Firestone & Robertson Distillery Addition, an addition to the City of Fort Worth, as recorded in Document Number D216151581 P.R.T.C.T., all of Lots 4-7, Block 1, Map of Trudale, an addition to the City of Fort Worth, as recorded in Volume 388-F, Page 431, P.R.T.C.T., all of Masonic Home Addition, Second Filing, an addition to the City of Fort Worth, as recorded in Volume 309, Page 37, P.R.T.C.T., part of Masonic Hill Addition, an addition to the City of Fort Worth, as recorded in Volume 1817, Page 443, P.R.T.C.T., part of Virgil Adams Subdivision, City of Fort Worth, as recorded in Volume 388-I, Page 1 P.R.T.C.T., part of Homewood Addition, an addition to the City of Fort Worth, as recorded in Volume 388-A, Page 126, P.R.T.C.T., all of Cobb's Orchard Addition, Second Filing, an addition to the City of Fort Worth, as recorded in Volume 204-A, Page 175, P.R.T.C.T., all of Oak Lawn Addition, an addition to the City of Fort Worth, as recorded in Volume 388, Page 22, P.R.T.C.T., all of O. H. Denman Addition, an addition to the City of Fort Worth, as recorded in Volume 791, Page 459, P.R.T.C.T., all of W. S. Keller addition, an addition to the City of Fort Worth, as recorded in Volume 388-I, Page 7, P.R.T.C.T., all of Blocks A and B of Kaywood Heights Addition, an addition to the City of Fort Worth, as recorded in Volume 388-41, Page 30, P.R.T.C.T., all of Kaywood Heights Addition, an addition to the City of Fort Worth, as recorded in Volume 388-H, Page 207, P.R.T.C.T., all of Kaywood Heights Addition, Second Filing, an addition to the City of Fort Worth, as recorded in Volume 388-P, Page 25, P.R.T.C.T., all of Blocks 2, 3, 4 and 5 of Trueacres Subdivision, an addition to the City of Fort Worth, as recorded in Volume 388-J, Page 101, P.R.T.C.T., all of Block 1 of Trueacres Subdivision, an addition to the City of Fort Worth, as recorded in Volume 388-H, Page 389, P.R.T.C.T., part of Blocks 6, 7, 8, 9, 10, 11, 12 and part of 5, Trueacres Addition, an addition to the City of Fort Worth, as recorded in Volume 388-P, Page 82, P.R.T.C.T., part of Glen Garden Addition, an addition to the City of Fort Worth, as recorded in Volume 309, Page 28, P.R.T.C.T., part of Blocks 7, 8, 9, 10, 11, and 12, Trueland Addition, and addition to the City of Fort Worth, as recorded in Volume 711, Page 174, P.R.D.C.T., part of Trueland Addition, Second Filing, an addition to the City of Fort Worth, as recorded in Volume 728, Page 632, P.R.D.C.T., all of Lots 1, 2 and 3 of Kadel Subdivision, an addition to the city of Fort Worth, as recorded in Volume 388-17, Page 361, P.R.T.C.T., all of Lots 18 thru 25 of W. S. Keller Addition, an addition to the City of Fort Worth, as recorded in Volume 388-135, Page 78, P.R.T.C.T., all of Block 7 and 8 of W. S. Keller Addition, an addition to the City of Fort Worth, as recorded in Volume 388-V, Page 3, P.R.T.C.T., all of Lots 1 thru 8, Block 9 of W. S. Keller Addition, an addition to the City of Fort Worth, as recorded in Volume 388-21, Page 31, P.R.T.C.T., all of Lots 12, 13 and 14, Block 9 of W. S. Keller Addition, an addition to the City of Fort Worth, as recorded in Volume 388-15, Page 311, P.R.T.C.T., all of that tract of land described in warranty deed to the Trustees for Hilltop Baptist Church, as recorded in Volume 6442, Page 320 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.), all of that tract of land described in special warranty deed to Cecil M. Hargrove, as recorded in Instrument Number D208204333, D.R.T.C.T., all of that tract of land described as "Tract 1" in constable's deed to the City of Fort Worth, as recorded in Instrument Number D207052379, D.R.T.C.T., all of that tract of land described in warranty deed with vendor's lien to Henry and Tuyen Pham, as recorded in Volume 14205, Page 463, D.R.T.C.T., all of that tract of land described in warranty deed with vendor's lien to Guadalupe Alcantar-Martinez, as recorded in Instrument Number D208468967, D.R.T.C.T., all of that tract of land described in warranty deed with vendor's lien to Fransisco Resendiz, as recorded in Instrument Number D205157459, D.R.T.C.T., all of that tract of land described in deed to Alfred J Gary and wife Willa Gary, as recorded in volume 8861, Page 2254, D.R.T.C.T., all of that tract of land described in warranty deed to Javier Villagomez, as recorded in Instrument Number D199271773, D.R.T.C.T., all of that tract of land described in special warranty deed to Michael Franklin Kearns, as recorded in Instrument Number D202356253, D.R.T.C.T., all of that tract of land described in special warranty deed to Ida V. Davis, as recorded in Instrument Number D194060922, D.R.T.C.T., all of that tract of land described in warranty deed to Hurdis Bonner, as recorded in Volume 4652, Page 191, D.R.T.C.T., all of that tract of land described in deed to Leon and Eloyce Casey Hawkins, as recorded in Volume 1875, Page 132, D.R.T.C.T., all of that tract of land described in deed to the City of Fort Worth, as recorded in Volume 8370, Page 1003, D.R.T.C.T., also being part of Parker-Henderson Road, Martin Street, Shackelford Street, Hardeman Street, Wichita Street and Mitchell Boulevard, all public right-of-ways, and being more particularly described as follows:

BEGINNING at a point for the intersection of the approximate centerline of Parker-Henderson Road (a variable width right-of-way) and the approximate centerline of Martin Street (a variable width right-of-way),

said point also being on the approximate west survey line of said G. J. Assabranner and the approximate east survey line of said C. T. Hilliard Survey;

THENCE South 89 degrees 52 minutes 47 seconds West, departing said approximate centerline of Parker-Henderson Road and said approximate common survey line, and along the said approximate original centerline of Martin Street, a distance of 2,629.85 feet to a point for the intersection of said approximate original centerline of Martin Street and the approximate original centerline of Shackelford Street (variable width right-of-way);

THENCE South 00 degrees 00 minutes 05 seconds West, departing the said approximate centerline of Martin Street and along the said approximate original centerline of Shackelford Street, a distance of 31.04 feet to a point for corner;

THENCE South 00 degrees 06 minutes 14 seconds West, continuing along the said approximate original centerline of Shackelford Street, a distance of 199.33 feet to a point for corner;

THENCE North 89 degrees 46 minutes 17 seconds West, departing the said approximate original centerline of Shackelford Street, and along the south lines of said Lots 4-7 and the north lines of Lots 8-11, of said Block 1, Map of Trudale, a distance of 285.05 feet to a point for corner in the southwest corner of said Lot 4 and the northwest corner of said Lot 11, said point also being in the southeast corner of Lot 3, Block 1 of said Map of Trudale and the northeast corner of Lot 12, Block 1, of said Map of Truedale;

THENCE North 00 degrees 13 minutes 43 seconds East, along the west line of said Lot 4 and the east line of said Lot 3, a distance of 194.33 feet to a point for corner in the northwest corner of said Lot 4 and the northeast corner of said Lot 3, said point also being in the south right-of-way line of said Martin Street;

THENCE North 00 degrees 12 minutes 29 seconds West, over and across said Martin street, a distance of 33.87 feet to a point for corner in the approximate centerline of said Martin Street;

THENCE South 89 degrees 47 minutes 31 seconds West, continuing along said approximate centerline of Martin Street, a distance of 1,626.48 feet to a point for the intersection of said approximate original centerline of Martin Street and the prolongation of the centerline of Foard Street (a 50-foot wide right-of-way);

THENCE North 00 degrees 10 minutes 55 seconds West, departing said approximate centerline of Martin Street and along said prolongation of said centerline of Foard Street, a distance of 37.92 feet to a point for corner on the north right-of-way line of Martin Street;

THENCE North 00 degree 09 minutes 44 seconds West, along said centerline of Foard Street, a distance of 689.69 feet to a point for the intersection of said centerline of Foard Street with the centerline of Knox Street (a 50-foot wide right-of-way);

THENCE South 89 degrees 50 minutes 16 seconds West, departing said centerline of Foard Street and along said centerline of Knox Street, a distance of 735.95 feet to a point for corner on the east right-of-way line of Wichita Street (a variable width right-of-way, 100-foot wide at this point);

THENCE South 89 degrees 54 minutes 34 seconds West, departing said east right-of-way line of Wichita Street, over an across said Wichita Street, a distance of 50.00 feet to a point for corner in the approximate original centerline of Wichita Street;

THENCE North 00 degrees 05 minutes 26 seconds West, along said approximate original centerline of Wichita Street, a distance of 479.66 feet to a point for corner;

THENCE South 89 degrees 54 minutes 34 seconds West, departing said approximate original centerline of Wichita Street, a distance of 50.00 feet to a point for corner on the west right-of-way line of said Wichita Street, said point also being the common southeast corner of Lot 3 and the northeast corner of Lot 2, Block 8, of said Trueland Addition;

THENCE North 89 degrees 56 minutes 01 second West, along the common south line of said Lot 3 and north line of said Lot 2, a distance of 378.65 feet to a point for the common southwest corner of said Lot 3 and northwest corner of said Lot 2;

THENCE North 00 degrees 03 minutes 34 seconds East, along the west line of said Lot 3 and Lot 4, Block 8, of said Trueland Addition, a distance of 155.00 feet to a point for the common southeast corner of Lot 8 and northeast corner of Lot 17, Block 8, of said Trueland Addition;

THENCE North 89 degrees 56 minutes 01 second West, departing said west line and over and across said Block 8, a distance of 575.42 feet to a point for corner at the intersection of the centerline of Fairway Drive (a 50-foot wide right-of-way) and the centerline of Trueland Drive (a 50-foot wide right-of-way);

THENCE North 00 degrees 03 minutes 34 seconds East, along said centerline of Trueland Drive and over and across Mecca Street (a 50-foot wide right-of-way), a distance of 405.00 feet to a point for corner;

THENCE South 89 degrees 56 minutes 01 second East, continuing along said centerline of Trueland Drive, a distance of 0.80 feet to a point for corner;

THENCE North 00 degrees 05 minutes 26 seconds West, continuing along said centerline of Trueland Drive, a distance of 734.86 feet to a point for corner at the intersection of said centerline of Trueland Drive and the centerline of Lomita Street (a 50-foot wide right-of-way);

THENCE North 89 degrees 56 minutes 01 second West, departing said centerline of Trueland Drive and along said centerline of Lomita Street, a distance of 311.73 feet to a point for corner;

THENCE North 00 degrees 03 minutes 59 seconds East, departing said centerline of Lomita Street, a distance of 25.00 feet to a point for corner on the north right-of-way line of said Lomita Street, said point also being the common southwest corner of Lot 11 and southeast corner of Lot 10, Block 3, of said Trueland Addition, Second Filing;

THENCE North 00 degrees 11 minutes 38 seconds East, along the common west line of said Lot 11 and east line of said Lot 10, a distance of 400.35 feet to a point for the common northwest corner of said Lot 11 and northeast corner of said Lot 10, said point also being on a south line of Lot 1, Block 1, of said Firestone & Robertson Distillery Addition;

THENCE South 89 degrees 56 minutes 01 second East, along said south line of Lot 1 and the north line of said Lot 11, a distance of 36.96 feet to a point for a southeast corner of said Lot 1 and the southwest corner of Lot C of said Trueland Addition;

THENCE North 00 degrees 05 minutes 26 seconds West, along an east line of said Lot 1, Block 1, Firestone & Robertson Distillery Addition and over and across Hermosa Drive (a 50-foot wide right-of-way), abandoned by City Ordinance 2394, a distance of 400.00 feet to a point for corner a south line of said Lot 1 and the northwest corner of Lot A-1, Block 3, of said D.R. Fox Subdivision;

THENCE South 89 degrees 56 minutes 01 second East, along a south line of said Lot 1, Block 1, Firestone & Robertson Distillery Addition and said Lot A-1, Block 3, D.R. Fox Subdivision, a distance of 106.42 feet to a point for corner in the northeast corner of said Lot A-1 and an angle point for said Lot 1, said point also being in the west right-of-way line of said Trueland Drive;

THENCE South 69 degrees 17 minutes 48 seconds East, a distance of 48.80 feet to a point for corner in the approximate centerline of said Trueland Drive;

THENCE North 29 degrees 04 minutes 12 seconds East, continuing along said approximate centerline of Trueland Drive, a distance of 12.66 feet to a point for corner in the intersection of said Trueland Drive with the south westerly right-of-way line of said Mitchell Boulevard;

THENCE North 35 degrees 38 minutes 41 seconds East, continuing along the said approximate centerline of Trueland Drive, and over and across said Mitchell Boulevard, a distance of 50.00 feet to a point for corner in the approximate centerline of said Mitchell Boulevard;

THENCE North 54 degrees 21 minutes 19 seconds West, along said centerline of Mitchell Boulevard, a distance of 662.48 feet to a point for corner;

THENCE North 35 degrees 38 minutes 41 seconds East, departing said centerline of Mitchell Boulevard, a distance of 45.04 feet to a point for corner at the intersection of the centerline of Glen Garden Drive South (a 50-foot wide right-of-way) and the approximate common east survey line of said J. Huie Survey and west line of said Jesse Justice Survey;

THENCE North 68 degrees 02 minutes 42 seconds East, departing said approximate survey lines of J. Huie Survey and Jesse Justice Survey and along said centerline of Glen Garden Drive South, a distance of 369.08 feet to a point for corner;

THENCE North 21 degrees 57 minutes 18 seconds West, departing said centerline of Glen Garden Drive South, a distance of 25.00 feet to a point for the common southwest corner of Lot 3-B and southeast corner of Lot 3-A, of said Glen Garden Addition, First Filing;

THENCE North 04 degrees 39 minutes 14 seconds West, along the common west line of said Lot 3-B and east line of said Lot 3-A, a distance of 165.44 feet to a 1/2 inch found iron rod for the common northwest corner of said Lot 3-B and northeast corner of said Lot 3-A, said corner also being on the south right-of-way line of Glen Garden Drive North (a 50-foot wide right-of-way);

THENCE North 00 degrees 11 minutes 38 seconds East, a distance of 25.00 feet to a point for corner on the centerline of said Glen Garden Drive North;

THENCE North 89 degrees 48 minutes 22 seconds West, along said centerline of Glen Garden Drive North, a distance of 18.44 feet to a point for corner;

THENCE North 00 degrees 11 minutes 38 seconds East, departing said centerline of Glen Garden Drive North, a distance of 25.00 feet to a point for corner on the north right-of-way line of said Glen Garden Drive North, said point also being the common southwest corner of Lot 4 and southeast corner of Lot 3, Block 12, of said Glen Garden Addition, First Filing;

THENCE North 00 degrees 08 minutes 47 seconds East, along the common west line of said Lot 4 and east line of said Lot 3, a distance of 201.16 feet to a point for the common northwest corner of said Lot 4 and northeast corner of said Lot 3, said corner also being on the south line of Lot 1, Block 1, Masonic Home School Addition, an addition to the City of Fort Worth, as recorded in Volume 388-102, Page 30, P.R.T.C.T.;

THENCE South 89 degrees 48 minutes 22 seconds East, along the north line of Block 12, of said Glen Garden Addition, First Filing, and said south line of Masonic Home School Addition, passing at a distance of 1335.32 feet a 5/8 inch found iron rod on the west right-of-way line of Wichita Street, in all a total distance of 1370.20 feet to a point for corner on the approximate original centerline of Wichita Street, said corner also being on the approximate east survey line of said Jesse Justice Survey and the approximate west survey line of said C. T. Hilliard Survey;

THENCE North 00 degrees 04 minutes 25 seconds West, along said approximate original centerline of Wichita Street and said approximate survey lines of said Jesse Justice Survey and said C. T. Hilliard Survey, a distance of 784.25 feet to a point for corner;

THENCE North 07 degrees 13 minutes 08 seconds East, departing said approximate survey lines of said Jesse Justice Survey and said C. T. Hilliard Survey and along the approximate original centerline of Wichita Drive, a distance of 575.84 feet to a point for corner;

THENCE North 17 degrees 18 minutes 42 seconds East, continuing along said approximate original centerline of Wichita Drive, a distance of 124.16 feet to a point for corner;

THENCE North 19 degrees 47 minutes 20 seconds East, continuing along said approximate original centerline of Wichita Drive, a distance of 270.17 feet to a point for corner;

THENCE North 26 degrees 26 minutes 32 seconds East, continuing along said approximate original centerline of Wichita Drive, a distance of 391.18 feet to a point for corner;

THENCE North 19 degrees 48 minutes 34 seconds East, continuing along said approximate original centerline of Wichita Drive, a distance of 113.53 feet to a point for corner;

THENCE North 20 degrees 34 minutes 40 seconds East, continuing along said approximate original centerline of Wichita Drive, a distance of 253.06 feet to a point for corner at the intersection of said approximate original centerline with the approximate centerline of Vaughn Boulevard (a variable width right-of-way);

THENCE North 30 degrees 51 minutes 49 seconds West, departing said approximate original centerline of Wichita Drive and along said approximate centerline of Vaughn Boulevard, a distance of 136.42 feet to a point for corner;

THENCE North 27 degrees 50 minutes 04 seconds West, continuing along said approximate centerline of Vaughn Boulevard, a distance of 327.40 feet to a point for corner;

THENCE North 31 degrees 31 minutes 56 seconds West, continuing along said approximate centerline of Vaughn Boulevard, a distance of 199.45 feet to a point for corner;

THENCE North 28 degrees 13 minutes 10 seconds West, continuing along said approximate centerline of Vaughn Boulevard, a distance of 122.88 feet to a point for corner;

THENCE North 61 degrees 46 minutes 50 seconds East, departing said approximate centerline of Vaughn Boulevard, a distance of 41.74 feet to a 3/4 inch found iron rod on the northeasterly right-of-way line of said Vaughn Boulevard, said corner also being on the southwesterly line of Lot 25, Block 3 of said Meadowlawn Addition;

THENCE North 23 degrees 57 minutes 16 seconds West, along said northeasterly right-of-way line of Vaughn Boulevard, a distance of 102.77 feet to a point for corner at the intersection of said northeasterly

right-of-way line of Vaughn Boulevard with the southwesterly right-of-way line of U. S. Highway 287, also known as. Martin Luther King, Jr. Freeway (a variable width right-of-way);

THENCE North 67 degrees 14 minutes 44 seconds East, departing said northeasterly right-of-way line of Vaughn Boulevard and along said southwesterly right-of-way line of U. S. Highway 287, a distance of 12.05 feet to point for corner;

THENCE South 66 degrees 51 minutes 16 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 30.81 feet to a point for corner;

THENCE South 53 degrees 36 minutes 16 seconds East, continuing along said southwesterly line of U. S. Highway 287, a distance of 298.41 feet to a point for corner on the east line of the remainder of Lot 14, Block 3 of said Meadowlawn Addition;

THENCE South 00 degrees 24 minutes 15 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said east line of Lot 14, a distance of 9.87 feet to a 3/4 inch found iron rod on the north right-of-way line of Lois Street (a 50-foot wide right-of-way);

THENCE South 00 degrees 20 minutes 21 seconds East, departing said north right-of-way line of Lois Street and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner in the centerline of said Lois Street;

THENCE North 89 degrees 39 minutes 39 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of Lois Street, a distance of 84.70 feet to a point for corner;

THENCE South 00 degrees 20 minutes 21 seconds East, departing said centerline of Lois Street and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner on the south right-of-way line of said Lois Street, said point also being on the north line of the remainder of Lot 9, Block 6 of said Meadowlawn Addition;

THENCE South 53 degrees 47 minutes 16 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 268.66 feet to a 3/4 inch found iron rod for corner;

THENCE South 52 degrees 43 minutes 16 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 252.48 feet to a point for corner on the east line of the remainder of Lot 21, Block 6 of said Meadowlawn Addition;

THENCE South 00 degrees 24 minutes 15 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said east line of Lot 21, a distance of 5.89 feet to a point for the southeast corner of said Lot 21, said corner also being on the north right-of-way line of Emerson Street (a 50-foot wide right-of-way);

THENCE South 00 degrees 20 minutes 21 seconds East, departing said north right-of-way line of Emerson Street and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner on the centerline of said Emerson Street;

THENCE North 89 degrees 39 minutes 39 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of Emerson Street, a distance of 70.05 feet to a point for corner;

THENCE South 00 degrees 20 minutes 21 seconds East, departing said centerline of Emerson Street and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner on the south right-of-way line of said Emerson Street, said corner also being on the north line of the remainder of Lot 1, Block 7 of said Meadowlawn Addition;

THENCE South 50 degrees 02 minutes 16 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 77.43 feet to a point for corner on the west right-of-way line of Bishop Street (a 50-foot wide right-of-way);

THENCE North 89 degrees 35 minutes 45 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner on the centerline of said Bishop Street;

THENCE South 00 degrees 24 minutes 15 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of Bishop Street, a distance of 60.75 feet to a point for corner;

THENCE North 89 degrees 35 minutes 45 seconds East, departing said centerline of Bishop Street and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner on the east right-of-way line of said Bishop Street, said corner also being on the west line of the remainder of Lot 4, Block 8 of said Meadowlawn Addition;

THENCE North 89 degrees 39 minutes 39 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 18.98 feet to point for corner;

THENCE South 48 degrees 36 minutes 16 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 55.03 feet to a point for corner on the east line of said remainder of Lot 4;

THENCE South 00 degrees 24 minutes 15 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said east line of said of Lot 4, a distance of 11.22 feet to a point on the centerline of an abandoned 10-foot alley, said point also being on the east line of a tract of land described in deed to the City of Fort Worth, as recorded in Volume 1650, Page 383, D.R.T.C.T.;

THENCE North 89 degrees 39 minutes 39 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of said abandoned 10-foot alley, a distance of 20.81 feet to a point for corner on the east line of said tract;

THENCE South 00 degrees 20 minutes 21 seconds East, departing said centerline of said abandoned 10-foot alley and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 5.00 feet to a point for corner on the south right-of-way line of said abandoned 10-foot alley, said corner also being on the north line of the remainder of Lot 6, Block 8 of said Meadowlawn Addition;

THENCE South 48 degrees 36 minutes 16 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 52.58 feet to a point for corner on the east line of said remainder of Lot 6;

THENCE South 46 degrees 56 minutes 16 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 151.55 feet to a point for corner on the east line of the remainder of Lot 8, Block 8 of said Meadowlawn Addition;

THENCE South 00 degrees 24 minutes 15 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said east line of Lot 8, passing at a distance of 21.16 feet the north right-of-way line of Reed Street (a 50-foot wide right-of-way), continuing over and across said Reed Street in all a total distance of 41.26 feet to a point for corner on the centerline of said Reed Street;

THENCE North 89 degrees 41 minutes 50 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of Reed Street, a distance of 66.80 feet to a point for corner;

THENCE South 00 degrees 18 minutes 10 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 24.91 feet to a point for corner on the south line of said Reed Street, said point also being on the north line of Lot 1-R, Chafin Subdivision, an addition to the City of Fort Worth, as recorded in Cabinet B, Slide 2234, P.R.T.C.T.;

THENCE South 44 degrees 25 minutes 16 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 772.61 feet to a 1/2 inch found iron rod for the northeast corner of that tract of land described in deed as "Tract 1" to Mary I. Haines, Trustee, as recorded in Instrument Number D209090105, D.R.T.C.T.;

THENCE South 00 degrees 09 minutes 29 seconds West, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along the east line of said "Tract 1", a distance of 6.64 feet to a 1/2 inch found iron rod for the southeast corner of said "Tract 1";

THENCE South 89 degrees 38 minutes 31 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 6.56 feet to a point for corner;

THENCE South 44 degrees 25 minutes 16 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 509.67 feet to a point for corner on the east line of Lot 25 of said Masonic Hill Subdivision, said corner also being on the west line of Erath Street (a 50-foot wide right-of-way);

THENCE North 89 degrees 37 minutes 24 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner on the centerline of said Erath Street;

THENCE South 00 degrees 22 minutes 36 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of Erath Street, a distance of 63.79 feet to a point for corner;

THENCE North 89 degrees 37 minutes 24 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, passing at a distance of 25.00 feet the east right-of-way line of said Erath Street and the northwest corner of the remainder of Lot 4, Block 14 of said Masonic Home Addition, continuing along the north line of said remainder of Lot 4, in all a total distance of 38.26 feet to a 3/4 inch found iron rod on the north line of said remainder of Lot 4;

THENCE South 44 degrees 35 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 417.66 feet to a 1/2 inch found iron rod with yellow cap stamped "LBS-3946" on the east line of Lot 1-B of Lots 1-A, 1-B and 2-A, Masonic Hill Addition, an addition to the City of Fort Worth, as recorded in Volume 388-K, Page 319, P.R.T.C.T.;

THENCE South 00 degrees 22 minutes 36 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said east line of Lot 1-B, Masonic Hill Addition, a distance of 10.35 feet to a 3/4-inch iron rod found on the approximate south survey line of said R. R. Ramey Survey and the approximate north survey line of said C. T. Hilliard Survey;

THENCE North 89 degrees 58 minutes 24 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said approximate south survey line of said R. R. Ramey Survey and said approximate north survey line of said C. T. Hilliard Survey, a distance of 8.09 feet to a 3/4 inch found iron rod for corner;

THENCE South 44 degrees 19 minutes 53 seconds East, departing said approximate south survey line of said R. R. Ramey Survey and said approximate north survey line of said C. T. Hilliard Survey, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 190.04 feet to a 3/4 inch found iron rod on the east line of the remainder of Lot 3, Block A of said Masonic Homes Addition, First Filing, said corner also being on the west right-of-way line of Bright Street (a 50-foot wide right-of-way);

THENCE North 89 degrees 37 minutes 24 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner on the centerline of said Bright Street;

THENCE South 00 degrees 22 minutes 36 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of Bright Street, a distance of 87.57 feet to a point for corner;

THENCE North 89 degrees 37 minutes 24 seconds East, departing said centerline of Bright Street and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for the northwest corner of the remainder of Lot 4, Block B, of said Masonic Homes Addition, First Filing, said corner also being on the east right-of-way line of said Bright Street;

THENCE North 89 degrees 58 minutes 24 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along the north line of said Lot 4, a distance of 33.17 feet to a point for corner;

THENCE South 44 degrees 27 minutes 53 seconds East, departing said north line of Lot 4 and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 124.80 feet to a point for corner;

THENCE South 00 degrees 22 minutes 36 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 17.53 feet to a point for the northwest corner of the remainder of Lot R-9, Block B of the Masonic Home Addition, an addition to the City of Fort Worth, as recorded in Volume 388-K, Page 121, P.R.T.C.T.;

THENCE North 89 degrees 58 minutes 24 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and the north line of said remainder of Lot R-9, a distance of 17.08 feet to a point for corner;

THENCE South 44 degrees 27 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 140.50 feet to a found Texas Department of Transportation (TXDOT) monument with brass cap on the common north line of Lot R-7 and south line of Lot R-8, Block B, of said Masonic Hill Addition;

THENCE North 89 degrees 37 minutes 24 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, passing at a distance of 5.07 feet a found TXDOT monument with brass cap on

the east right-of-way line of Sydney Street (a 50 foot wide right-of-way) and the northeast corner of said Lot R-7, continuing over and across said Sydney Street, in all a total distance of 30.16 feet to a point for corner on the centerline of said Sydney Street;

THENCE South 00 degrees 22 minutes 36 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of Sydney Street, a distance of 69.42 feet to a point for corner;

THENCE North 89 degrees 37 minutes 24 seconds East, departing said centerline of Sydney Street and continuing along said southwesterly right-of-way line of U. S. Highway 287, passing at a distance of 25.22 feet the east right-of-way line of said Sydney Street and the northwest corner of the remainder of Lot 9, Block C, of said Masonic Homes Addition, continuing along the north line of said remainder Lot 9, in all a total distance of 39.22 feet to a 5/8 inch found iron rod for corner on the north line of said remainder of Lot 9;

THENCE South 44 degrees 37 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 150.46 feet to a point for corner on the east line of said remainder of Lot 9;

THENCE South 00 degrees 22 minutes 36 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said east line said remainder of Lot 9, a distance of 25.20 feet to a point for corner on the northeasterly right-of-way line of said Vaughn Boulevard, said point also being the southeast corner of said remainder of Lot 9;

THENCE South 39 degrees 50 minutes 10 seconds West, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 26.47 feet to a point for corner on the approximate centerline of said Vaughn Boulevard;

THENCE South 49 degrees 13 minutes 22 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said approximate centerline of Vaughn Boulevard, a distance of 115.38 feet to a point for corner;

THENCE South 42 degrees 47 minutes 44 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and said approximate centerline of Vaughn Boulevard, a distance of 232.90 feet to a point for corner;

THENCE South 23 degrees 38 minutes 26 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and said approximate centerline of Vaughn Boulevard, a distance of 44.54 feet to a point for corner;

THENCE North 66 degrees 21 minutes 34 seconds East, departing said approximate centerline of Vaughn Boulevard and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 35.59 feet to a point for the beginning of a circular curve to the left having a radius of 227.50 feet, whose chord bears North 80 degrees 31 minutes 44 seconds East, a distance of 39.38 feet;

THENCE in an Easterly direction, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said circular curve to the left, through a central angle of 09 degrees 55 minutes 50 seconds, an arc distance of 39.43 feet to a point for corner;

THENCE South 14 degrees 26 minutes 11 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner on the north line of the remainder of Lot 3, Block 2 of said Virgil Adams Subdivision;

THENCE South 44 degrees 27 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 79.01 feet to a point for corner on the east line said remainder of Lot 3;

THENCE South 45 degrees 05 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 57.94 feet to a point for corner on the east line of remainder of Lot 4, Block 2 of said Virgil Adams Subdivision;

THENCE South 00 degrees 02 minutes 41 seconds West, continuing along said southwesterly right-of-way line of U. S. Highway 287 and the east line of said remainder of Lot 4, a distance of 16.35 feet to a point for corner;

THENCE South 89 degrees 57 minutes 19 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 16.43 feet to a point for the northwest corner of the remainder of Lot R-14 of said Virgil Adams Subdivision, an addition to the City of Fort Worth, as recorded in Volume 388-O, Page 29, P.R.T.C.T.;

THENCE South 45 degrees 05 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 86.53 feet to a 3/4 inch found iron rod for corner on the common line of said remainder of Lot R-14 and Lot R-13 of said Virgil Adams Subdivision;

THENCE South 65 degrees 15 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 4.51 feet to a point for corner

THENCE South 42 degrees 05 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 34.60 feet to a 3/4 inch found iron rod for corner on the east line of said remainder of Lot R-13, said corner also being on the west right-of-way line of Donalee Street (a 50-foot wide right-of-way);

THENCE South 89 degrees 57 minutes 19 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner on the centerline of said Donalee Street;

THENCE South 00 degrees 02 minutes 41 seconds West, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of Donalee Street, a distance of 70.30 feet to a point for corner;

THENCE South 89 degrees 57 minutes 19 seconds East, departing said centerline of Donalee Street and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a 3/4 inch found iron rod for corner on the east right-of-way line of said Donalee Street, said corner also being on the west line of the remainder of Lot 9, Block 1, of said Virgil Adams Subdivision;

THENCE South 89 degrees 56 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 19.56 feet to a found TXDOT monument with brass cap for corner;

THENCE South 44 degrees 17 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 122.18 feet to a 5/8 inch found iron rod for corner on the east line of the remainder of Lot 10, Block 1 of said Virgil Adams Subdivision;

THENCE South 00 degrees 02 minutes 41 seconds West, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 22.55 feet to a point for the southwest corner of said Lot 10 and the northwest corner of the remainder of Lot 14, Block 1 of said Virgil Adams Subdivision;

THENCE South 89 degrees 57 minutes 19 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along the north line of said remainder of Lot 14, a distance of 22.04 feet to a 3/4 inch found iron rod for corner;

THENCE South 44 degrees 17 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 118.72 feet to a point for corner on the east line of Lot 13, Block 1, of said Virgil Adams Subdivision;

THENCE South 89 degrees 57 minutes 19 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 24.94 feet to a point for corner;

THENCE South 00 degrees 09 minutes 02 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 70.29 feet to a point for corner on the approximate centerline of Hardeman Street (a 50-foot wide right-of-way);

THENCE North 89 degrees 29 minutes 55 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said approximate centerline of Hardeman Street, a distance of 68.94 feet to a point for corner;

THENCE South 00 degrees 30 minutes 05 seconds East, departing said approximate centerline of Hardeman Street and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.11 feet to a point for corner on the south right-of-way line of said Hardeman Street and the north line of Lot 10, Block 6 of said Trueacres Addition;

THENCE South 43 degrees 55 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 188.56 feet to a point for corner on the east line of the remainder of Lot 12, Block 6, of said Trueacres Addition;

THENCE South 00 degrees 08 minutes 09 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said east line of Lot 12, a distance of 5.00 feet to a point for corner on the north line of a 15-foot alley, said corner also being the southeast corner of said Lot 12;

THENCE South 00 degrees 06 minutes 56 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 7.50 feet to a point for corner on the centerline of said 15-foot alley;

THENCE North 89 degrees 53 minutes 04 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of said 15-foot alley, a distance of 17.59 feet to a point for corner;

THENCE South 00 degrees 06 minutes 56 seconds East, departing said centerline of said 15-foot alley and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 7.50 feet to a point for corner on the south right-of-way line of said 15-foot alley, said corner also being the common northeast corner of Lot 15 and northwest corner of Lot 14, Block 6, of said Trueacres Addition;

THENCE South 44 degrees 58 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 115.63 feet to a 5/8-inch iron rod for corner on the east line of said Lot 14, said corner also being on the west right-of-way line of Dowell Street (a 50-foot wide right-of-way);

THENCE North 89 degrees 51 minutes 51 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner on the centerline of said Dowell Street;

THENCE South 00 degrees 08 minutes 09 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of Dowell Street, a distance of 65.55 feet to a point for corner at the intersection of said centerline of Dowell Street with the centerline of Childress Street (a 50-foot wide right-of-way);

THENCE North 89 degrees 53 minutes 04 seconds East, departing said centerline of Dowell Street and continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of Childress Street, distance of 64.10 feet to a point for corner;

THENCE South 00 degrees 06 minutes 56 seconds East, departing said centerline of Childress Street and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to 3/4 inch found iron rod on the south right-of-way line of said Childress Street, said corner also being on the north line of the remainder of Lot 1, Block 10, of said Trueacres Addition;

THENCE South 44 degrees 18 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 170.87 feet to 3/4 inch found iron rod for corner on the south line of Lot 3, Block 10, of said Trueacres Addition, said corner also being on the north right-of-way line of a 15-foot alley;

THENCE South 00 degrees 06 minutes 56 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 7.50 feet to a point for corner on the centerline of said 15-foot alley;

THENCE North 89 degrees 53 minutes 04 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of said 15-foot alley, a distance of 14.73 feet to a point for corner;

THENCE South 00 degrees 06 minutes 56 seconds East, departing said centerline of said 15-foot alley and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 7.50 feet to a point for corner on the south right-of-way line of said 15-foot alley, said corner also being on the north line of Lot 26, Block 10, of said Trueacres Addition;

THENCE South 44 degrees 30 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 171.46 feet to a point for corner on the north right-of-way line Killian Street (a 50-foot wide right-of-way), said corner also being on the south line of Lot 24, Block 10, of said Trueacres Addition;

THENCE South 00 degrees 06 minutes 56 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner on the centerline of said Killian Street;

THENCE North 89 degrees 53 minutes 04 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of Killian Street, a distance of 49.57 feet to a point for corner;

THENCE South 00 degrees 06 minutes 56 seconds East, departing said centerline of Killian Street and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 25.00 feet to a point for corner on the south right-of-way of said Killian Street, said corner also being on the north line of Lot 6, Block 11, of said Trueacres Addition;

THENCE South 44 degrees 09 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 111.34 feet to a 3/4 inch found iron rod for corner on the east line of Lot 7, Block 11, of said Trueacres Addition;

THENCE South 00 degrees 08 minutes 09 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 180.20 feet to a point for corner on the north right-of-way line of Wilbarger Street (an 80-foot wide right-of-way), said point also being the southeast corner of Lot 22, said Block 11, Trueacres Addition;

THENCE South 00 degrees 06 minutes 56 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 40.00 feet to a point for corner on the centerline of said Wilbarger Street;

THENCE North 89 degrees 53 minutes 04 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287 and along said centerline of Wilbarger Street, a distance of 252.58 feet to a point for corner;

THENCE South 00 degrees 06 minutes 56 seconds East, departing said centerline of Wilbarger Street and continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 40.00 feet to a 3/4 inch found iron rod for corner on the south right-of-way line of said Wilbarger Street, said corner also being on the north line of Lot 19, Block 12, of said Trueacres Addition;

THENCE South 43 degrees 53 minutes 53 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 233.23 feet to a 3/4 inch found iron rod on the approximate west right-of-way line of said Parker-Henderson Road, said corner also being on the east line of Lot 11, Block 9, of said Homewood Addition;

THENCE South 89 degrees 37 minutes 23 seconds East, continuing along said southwesterly right-of-way line of U. S. Highway 287, a distance of 40.64 feet to a point for corner on the approximate centerline of said Parker-Henderson Road, said corner also being on said approximate survey lines of said G. J. Assabranner Survey and said C. T. Hilliard Survey;

THENCE South 00 degrees 22 minutes 37 seconds West, continuing along said southwesterly right-of-way line of U. S. Highway 287, along said approximate centerline of Parker-Henderson Road and along said approximate survey lines of said G. J. Assabranner Survey and said C. T. Hilliard Survey, a distance of 195.38 feet to a point for corner;

THENCE South 00 degrees 15 minutes 37 seconds West, departing said southwesterly right-of-way line of U. S. Highway 287, along said approximate centerline of Parker-Henderson Road and along said approximate survey lines of said G. J. Assabranner Survey and said C. T. Hilliard Survey, a distance of 2448.38 feet to the POINT OF BEGINNING AND CONTAINING 30,626,782 square feet or 703.094 acres of land, more or less.

LESS, SAVE AND EXCEPT the following described 33.445 acres of land:

TRACT	ACRES	ADDITION/SURVEY	BLOCK	LOT/TRACT	Georeference
195	0.232	TRUE ACRES ADDITION	6	7	43830-6-7
376	0.244	MASONIC HOME #2 ADDITION	5	R6B	25080-5-R6B
439	0.518	MASONIC HOME #2 ADDITION	11	11	25080-11-11
445	0.516	MASONIC HOME #2 ADDITION	12	3	25080-12-3
565	0.351	COBBS ORCHARD	2	8D1	7570-2-8D1
654	0.289	DAVIDSON SUBDIVISION	10	L	9360-10-L
660	0.258	JORDAN'S SUBDIVISION	17	B	22140-B
672	0.285	MASONIC HOME #2 ADDITION	1	D	25080-1-D
681	0.259	MASONIC HOME #2 ADDITION	3	W 1/2 OF 9	25080-3-9
687	0.146	MASONIC HOME #2 ADDITION	4	12A	25080-4-12A
698	0.187	MASONIC HOME #2 ADDITION	9	N 65' OF 7	25080-9-7-10
704	0.290	DAVIDSON SUBDIVISION	10	J	9360-10-J
712	0.309	MASONIC HOME #2 ADDITION	13	K	25080-13-K-A
717	0.258	MASONIC HOME #2 ADDITION	14	4A	25080-14-4A-A
721	0.518	MASONIC HOME #2 ADDITION	14	9	25080-14-9
726	0.26	MASONIC HOME #2 ADDITION	16	W 1/2 OF 3	25080-16-3-11
747	0.295	TRUE ACRES ADDITION	2	15	43830-2-15
748	0.206	TRUE ACRES ADDITION	3	7	43830-3-7
753	0.206	TRUE ACRES ADDITION	3	18	43830-3-18
756	0.459	TRUE ACRES ADDITION	4	27	43830-4-27
760	0.468	MEADOW LAWN ADDITION	6	PT OF 12	25435-6-12-10

TRACT	ACRES	ADDITION/SURVEY	BLOCK	LOT/TRACT	Georeference
762	0.212	MEADOW LAWN ADDITION	6	W 40' OF 11 &	25435-6-11-10
769	0.457	MEADOW LAWN ADDITION	7	10 LESS ROW	25435-7-10-10
770	0.253	MEADOW LAWN ADDITION	7	3	25435-7-3
783	0.214	MASONIC HOME #2 ADDITION	6	6A	25080-6-6A
786	0.316	MASONIC HOME #1 ADDITION	23	10R	25070-23-10R
790	0.249	HINTON SUBDIVISION	1	R	18590-1-R
796	0.251	VIRGIL ADAMS SUBDIVISION	2	3	150-2-3
799	0.058	TRUE ACRES ADDITION	6	12B	43830-6-12B
809	0.107	TRUE ACRES ADDITION	10	2 LESS ROW	43830-10-2
814	0.214	TRUE ACRES ADDITION	8	9	43830-8-9
825	0.348	HOMEWOOD ADDITION	12	A1	19100-12-A1
826	0.265	HOMEWOOD ADDITION	12	A2	19100-12-A2
850	0.240	KAYWOOD HEIGHTS	4	5	22240-4-5
864	0.042	C T HILLIARD SVY, A-715		WILLBARGER	N/A
865	0.042	C T HILLIARD SVY, A-715		WILLBARGER	N/A
866	0.042	C T HILLIARD SVY, A-715		WILLBARGER	N/A
867	0.084	C T HILLIARD SVY, A-715		WILLBARGER	N/A
878	0.140	C T HILLIARD SVY, A-715		WICHITA	N/A
879	0.125	C T HILLIARD SVY, A-715		WICHITA	N/A
880	0.130	C T HILLIARD SVY, A-715		WICHITA	N/A
881	0.129	C T HILLIARD SVY, A-715		WICHITA	N/A
882	0.148	C T HILLIARD SVY, A-715		WICHITA	N/A
883	0.020	R. R RAMEY SURVEY, A-1342		WICHITA	N/A
884	0.112	R. R RAMEY SURVEY, A-1342		WICHITA	N/A
886	0.107	R. R RAMEY SURVEY, A-1342		WICHITA	N/A
887	0.148	R. R RAMEY SURVEY, A-1342		WICHITA	N/A
888	0.163	R. R RAMEY SURVEY, A-1342		WICHITA	N/A
1025	0.221	TRENTMAN'S REVISION	16	MRB	42470-16-MRB
1028	0.138	C T HILLIARD SVY, A-715		MARTIN AVE	N/A
1036	0.259	TRENTMAN'S REVISION	9	D	42470-9-D
1047	0.259	TRENTMAN'S REVISION	9	Q	42470-9-Q
1048	0.259	TRENTMAN'S REVISION	9	P	42470-9-P
1052	0.132	C T HILLIARD SVY, A-715		MARTIN AVE	N/A
1053	0.151	C T HILLIARD SVY, A-715		MARTIN AVE	N/A
1069	0.258	TRENTMAN'S REVISION	7	R	42470-7-R
1074	0.145	C T HILLIARD SVY, A-715		MARTIN AVE	N/A
1075	0.191	C T HILLIARD SVY, A-715		MARTIN AVE	N/A
1086	0.413	ROY T DENMAN'S SUBDIVISION		4	9660-4
1097	0.299	COBBS ORCHARD	8	7A	7570-8-7A1
1098	0.098	C T HILLIARD SVY, A-715		MARTIN AVE	N/A
1099	0.060	C T HILLIARD SVY, A-715		MARTIN AVE	N/A
1100	0.049	C T HILLIARD SVY, A-715		MARTIN AVE	N/A
1101	0.066	C T HILLIARD SVY, A-715		MARTIN AVE	N/A
1102	0.044	C T HILLIARD SVY, A-715		MARTIN AVE	N/A
1126	0.299	COBBS ORCHARD	6	C	7570-6-C
1132	0.402	COBBS ORCHARD	6	N 87 1/2' OF 10	7570-6-10-10
1140	0.043	COBBS ORCHARD	6	PT OF 8	7570-6-8-10
1142	0.197	COBBS ORCHARD, SECOND	10	12R	7570-10-12R
1155	0.291	COBBS ORCHARD	10	27R	7570-10-27R
1165	0.197	COBBS ORCHARD	10	17R	7570-10-17R
1186	0.328	TRENTMAN'S REVISION	15	O	42470-15-O
1211	0.517	COBBS ORCHARD	3	3	7570-3-3
1215	0.174	COBBS ORCHARD, SECOND	3	12B	7570-3-12B
1235	0.258	COBBS ORCHARD	11	9B	7570-11-9B
1251	0.329	COBBS ORCHARD	14	9A	7570-14-9A
1286	0.108	C T HILLIARD SVY, A-715		WILLBARGER	N/A
1287	0.051	C T HILLIARD SVY, A-715		WILLBARGER	N/A
1288	0.057	C T HILLIARD SVY, A-715		WILLBARGER	N/A
1295	0.517	COBBS ORCHARD	12	8	7570-12-8
1306	0.108	C T HILLIARD SVY, A-715		WILLBARGER	N/A
1323	0.221	MASONIC HOME #2 ADDITION	24	W1/2 OF 8	25080-24-8-11
1325	0.104	C T HILLIARD SVY, A-715		WILLBARGER	N/A

TRACT	ACRES	ADDITION/SURVEY	BLOCK	LOT/TRACT	Georeference
1326	0.042	C T HILLIARD SVY, A-715		WILLBARGER	N/A
1327	0.042	C T HILLIARD SVY, A-715		WILLBARGER	N/A
1328	0.083	C T HILLIARD SVY, A-715		WILLBARGER	N/A
1332	0.042	C T HILLIARD SVY, A-715		WILLBARGER	N/A
1333	0.104	C T HILLIARD SVY, A-715		WILLBARGER	N/A
1348	0.211	W S KELLER ADDITION	8	36	22350-8-36
1371	0.208	W S KELLER ADDITION	8	19	22350-8-19
1375	0.209	W S KELLER ADDITION	7	19	22350-7-19
1376	0.209	W S KELLER ADDITION	7	18	22350-7-18
1377	0.209	W S KELLER ADDITION	7	17	22350-7-17
1385	0.210	W S KELLER ADDITION	7	9	22350-7-9
1426	0.279	W S KELLER ADDITION	6	14	22350-6-14
1448	0.233	W S KELLER ADDITION	4	1	22350-4-1
1450	0.242	W S KELLER ADDITION	4	3	22350-4-3
1461	0.247	W S KELLER ADDITION	3	10	22350-3-10
1472A	0.238	W S KELLER ADDITION	2	13	22350-2-13
1482	0.237	W S KELLER ADDITION	2	3	22350-2-3
1518	0.177	KAYWOOD HEIGHTS	9	8	22240-9-8
1519	0.193	KAYWOOD HEIGHTS	9	7	22240-9-7
1535	0.193	KAYWOOD HEIGHTS	3	17	22240-3-17
1560	0.242	KAYWOOD HEIGHTS	2	33	22240-2-33
1569	0.242	KAYWOOD HEIGHTS	2	24	22240-2-24
1588	0.221	KAYWOOD HEIGHTS	8	20	22240-8-20
1614	0.242	KAYWOOD HEIGHTS	2	6	22240-2-6
1621	0.242	KAYWOOD HEIGHTS	1	2	22240-1-2
1638	0.241	KAYWOOD HEIGHTS	1	18	22240-1-18
1654	0.753	GLEN GARDEN ADDITION	12	11 & THE	15450-12-11-30
1659	0.642	GLEN GARDEN ADDITION	13	3 & 4	15450-13-3
1669	1.028	GLEN GARDEN ADDITION	14	1B, 2 & 3	15450-14-1B
1670	0.428	GLEN GARDEN ADDITION	14	1A	15450-14-1A
1709	0.000	TRUELAND ADDITION	2	6C & W PTS 7 8	43870-2-6C-30
1728	0.154	JESSE JUSTICE SVY, A-859		WICHITA	N/A
1743	1.253	TRUELAND ADDITION	4	F & G	43870-4-F-B
1758	1.594	TRUELAND ADDITION	5	5 & 6	43870-5-5
1764	0.896	TRUELAND ADDITION	5	17	43870-5-17
1804	0.258	MASONIC HOME #2 ADDITION	25	E 1/2 OF 4	25080-25-4-10
1837	0.294	OAK LAWN ADDN - CITY OF		10GR	30835-10GR
1858	0.558	OAK LAWN ADDN - CITY OF		N 1/2-E1/2 13	30835-13-11
1860	0.557	OAK LAWN ADDN - CITY OF		N 1/2 OF THE	30835-14-11
1862	0.493	DENMAN SUBDIVISION OF		48	9670-48
1869	0.275	DENMAN SUBDIVISION OF		42	9670-42
2104	0.120	JESSE JUSTICE SVY, A-859		WICHITA	N/A
2105	0.084	JESSE JUSTICE SVY, A-859		WICHITA	N/A
2106	0.243	JESSE JUSTICE SVY, A-859		WICHITA	N/A
2125	0.098	JESSE JUSTICE SVY, A-859		CHILDRESS	N/A
C-692	0.268	TRUDALE ADDITION	1	6	43825-1-6A

Leaving a total Unit Area of **669.649** acres of land, more or less.

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM (NAD27), NORTH CENTRAL ZONE (4202), BASED UPON GPS MEASUREMENTS FROM TRIANGULATION STATION "ARLINGTON RRP" (NATIONAL GEODETIC SURVEY [NGS] PID# AF9536), AND "ZFW A" (NGS PID# AA3134).

CONVERGENCE ANGLE AT "ARLINGTON RRP" IS +00 DEGREES 47 MINUTES 06.8 SECONDS AS COMPUTED BY CORPSCON VERSION 4.11. COMBINED SCALE FACTOR (CSF) = 1.00014166227. SURFACE COORDINATES = TEXAS COORDINATE SYSTEM X CSF.

END OF EXHIBIT "B"



MARY LOUISE NICHOLSON
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DLS ACQUISITIONS LP
2220 W PETER SMITH STE 200
FT WORTH, TX 76102

Submitter: DLS ACQUISITIONS, L.P. (DALE
RESOURCES)

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OPR 21 PGS \$95.00

By: Mary Louise Nicholson

D219260202

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.

[EXTERNAL] Vaquero Unit - HROW Unit Designation Amendment

Amends Unit

Jeremiah JOHNSON <jeremiah.johnson@total.com>

Mon 6/29/2020 4:16 PM

To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>

9743

3 attachments (4 MB)

VEXH-RRR-VAQUERO-LDM-26724-state tract_20200625.pdf; 2019-11-12 Vaquero -3RD AMEND & CORR DPU, 669.649 ac - D219260202.pdf; Vaquero_State of Texas Interest.xlsx;

Mary Beth,

Please find attached the revised HROW form for our Vaquero Unit. Please note, there are several partially leased tracts in this unit so the attached Unit Designation reflects 669.649 acres being pooled but we are basing our royalty calculations on 663.898 acres.

If you have any questions or need any additional information in order to make the necessary revisions on your end please let me know.

Thank you,

Jeremiah Johnson
Senior Landman

EXPLORATION & PRODUCTION

Land Department
Direct: 817-720-1146
Jeremiah.Johnson@total.com



TEP Barnett USA, LLC
301 Commerce St. Ste. 3700
Fort Worth, Texas 76102, USA

www.usa.total.com

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File No. MF 112142
Tarrant County
Buckslip 10832
Date Filed: 9/18/20
George P. Bush, Commissioner
By MB Barnstone



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 11031

GENERAL INFORMATION

Name of Well: GGVZ MIPA Unit #1H API # 42-439-37174
 Name of Operator: Total E&P USA Barnett, LLC RRC # 09-842986
 Operator Contact Person: Jeremiah Johnson Phone: 817-720-1146
 Counties: Tarrant

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON HORIZONTAL DRAINHOLE AREA

Lease Type	Unit/Lease No	Total Drainhole Area	Unit Drainhole Area	Unit or Lease Rylyty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
HROW	10831/MF119745	1186.512	191.233	0.00222521	0.25000000	0.00136186	0.00034046
HROW	10832/MF112142	1186.512	659.155	0.00019205	0.25000000	0.00040513	0.00010128
HROW	10832/MF112144	1186.512	659.155	0.00066953	0.25000000	0.00141239	0.00035310
HROW	10832/MF114876	1186.512	659.155	0.00037769	0.25000000	0.00079675	0.00019919
HROW	10832/MF115351	1186.512	659.155	0.00028769	0.25000000	0.00060689	0.00015172
HROW	10832/MF115352	1186.512	659.155	0.00033778	0.25000000	0.00071256	0.00017814
HROW	10832/MF117634	1186.512	659.155	0.00156767	0.25000000	0.00330704	0.00082676
HROW	10832/MF119744	1186.512	659.155	0.00102576	0.25000000	0.00216387	0.00054097
HROW	10832/MF120406	1186.512	659.155	0.00003690	0.25000000	0.00007784	0.00001946
HROW	10899/MF112755	1186.512	336.124	0.00064202	0.25000000	0.00069063	0.00017266
HROW	10899/MF113074	1186.512	336.124	0.00041220	0.25000000	0.00044341	0.00011085
Totals:						0.01197836	0.00299459
Effective Date:	8/22/2018						State Net Royalty Revenue in Well

bn

Comments: iNut 11031 is a MIPA allocation unit based on surface acreage across Units 10831, 10832 and 10899. It was approved by the RRC on 8/22/2018, docket #09-0310409. Final plat received on 6/29/2020.
 NOTE: MF120406 was set up for accounting purposes only to add 0.098 unleased acres of Mitchell Blvd. to the Vaquero Unit 10832.

Prepared by: EMB Alamo updated by: EMB WI updated by: EMB
 RAM approval by: VD GIS updated by: JH

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Texas General Land Office

UNIT AGREEMENT MEMO



INU200001

Unit Number 11031
Operator Name Total E&P USA Barnett, LLC
Customer ID C000089886
Unit Name GGVZ MIPA Unit #1H
County 1 Tarrant **RRC District 1** 05
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.00299459
State Part in Unit 0.01197836
Unit Depth Allow All Depths
From Depth
To Depth
Well
Formation
Participation Basis Length of Lateral
If Exclusions Apply: See Remarks

Effective Date 08/22/2018
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	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF112142		0.000000	0.000000	0.00040513	O/G	0.25000000	0.00010128	No
MF112144		0.000000	0.000000	0.00141239	O/G	0.25000000	0.00035310	No
MF112755		0.000000	0.000000	0.00069063	O/G	0.25000000	0.00017266	No
MF113074		0.000000	0.000000	0.00044341	O/G	0.25000000	0.00011085	No



Texas General Land Office
 George P. Bush, Commissioner
 1700 North Congress Avenue
 Austin, Texas 78701-1495

STATE RIGHT OF WAY and/or COUNTY ROAD UNIT DESIGNATION

OPERATOR INFORMATION

Contact Name Jeremiah Johnson, Sr. Landman Phone (817) 720-1146
 Name of Pooled Unit GGVZ MIPA Unit 1H
 Operator of Pooled Unit TEP BARNETT USA, LLC County TARRANT
 Effective Date of Unit Declaration: Oil and Gas Docket No. 09-0315626 Dated 3/27/2019

SROW/CO. ROAD LEASE(S) IN UNIT

SROW/CoRd Lease MF No.	Lease Date	Term	Royalty	Total Acreage in SROW/CoRd Lease	SROW/CoRd Lease Acreage in Unit
(SEE ATTACHED)					

Total SROW Acreage in Unit: _____
 Total CoRd Acreage in Unit: _____
 Total Private Acreage in Unit: _____
 Total Unit Acreage: _____ 0

State Roads Royalty Revenue Interest in Unit:	0.	0	0	2	3	1	1	2	2
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County Roads Royalty Revenue Interest in Unit:	0.	0	0	0	6	8	3	3	7
--	----	---	---	---	---	---	---	---	---

◆ Attach a plat showing the pooled unit outline, unit well(s) location, and SROW & CoRd 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: LTD. TO BARNETT SHALE FM
 RRC Field Name(s): NEWARK, EAST

UNIT WELLS

API # 4243937174 RRC ID# 842986
 API # _____ RRC ID# _____
 API # _____ RRC ID# _____
 API # _____ RRC ID# _____

TRACT NUMBER	UNIT	LEASE #	State Lease#	RI	NET ACRES	VOLUNTARY UNIT NRI	GGVZ MIPA 1H NRI	GGVZ MIPA 2H NRI
1779	Vaquero	421-00610-000	M-117634	0.25	0.1236	0.00004654	0.00002455	0.00002480
2118	Vaquero	421-00610-000	M-117634	0.25	0.43	0.00016192	0.00008539	0.00008626
2119	Vaquero	421-00610-000	M-117634	0.25	0.272	0.00010243	0.00005402	0.00005457
2120	Vaquero	421-00610-000	M-117634	0.25	0.279	0.00010506	0.00005541	0.00005597
2121	Vaquero	421-00610-000	M-117634	0.25	0.076	0.00002862	0.00001509	0.00001525
2122B	Vaquero	421-00610-000	M-117634	0.25	1.639	0.00061719	0.00032549	0.00032880
2127	Vaquero	421-00610-000	M-117634	0.25	0.1075	0.00004048	0.00002135	0.00002157
2130	Vaquero	421-00610-000	M-117634	0.25	0.3167	0.00011926	0.00006289	0.00006353
1732A	Vaquero	421-00610-000	M-117634	0.25	0.7119	0.00026808	0.00014138	0.00014281
			M-117634 Total		3.9557	0.00148957	0.00078557	0.00079355
2122	Vaquero	TX7770357-000	M-119744	0.25	1.312	0.00049405	0.00026055	0.00026320
2122A	Vaquero	TX7770357-000	M-119744	0.25	1.412	0.00053171	0.00028041	0.00028326
			M-119744 Total		2.724	0.00102576	0.00054097	0.00054646
1708	Vaquero	TX0142806-000	MF 110550	0.25	0.2074	0.00007810	0.00004119	0.00004161
			MF 110550 Total		0.2074	0.00007810	0.00004119	0.00004161
890	Vaquero	TX0152591-000	MF 112142	0.25	0.51	0.00019205	0.00010128	0.00010231
			MF 112142 Total		0.51	0.00019205	0.00010128	0.00010231
2115	Vaquero	TX0152557-000	MF 112144	0.25	1.778	0.00066953	0.00035310	0.00035668
			MF 112144 Total		1.778	0.00066953	0.00035310	0.00035668
862	Vaquero	42-0007637-000	MF 114876	0.25	0.076	0.00002862	0.00001509	0.00001525
863	Vaquero	42-0007637-000	MF 114876	0.25	0.063	0.00002372	0.00001251	0.00001264
868	Vaquero	42-0007637-000	MF 114876	0.25	0.084	0.00003163	0.00001668	0.00001685
869	Vaquero	42-0007637-000	MF 114876	0.25	0.105	0.00003954	0.00002085	0.00002106
870	Vaquero	42-0007637-000	MF 114876	0.25	0.105	0.00003954	0.00002085	0.00002106
871	Vaquero	42-0007637-000	MF 114876	0.25	0.084	0.00003163	0.00001668	0.00001685
872	Vaquero	42-0007637-000	MF 114876	0.25	0.084	0.00003163	0.00001668	0.00001685
874	Vaquero	42-0007637-000	MF 114876	0.25	0.042	0.00001582	0.00000834	0.00000843
875	Vaquero	42-0007637-000	MF 114876	0.25	0.042	0.00001582	0.00000834	0.00000843
876	Vaquero	42-0007637-000	MF 114876	0.25	0.105	0.00003954	0.00002085	0.00002106
1270	Vaquero	42-0007637-000	MF 114876	0.25	0.107	0.00004029	0.00002125	0.00002147
1271	Vaquero	42-0007637-000	MF 114876	0.25	0.106	0.00003992	0.00002105	0.00002126
			MF 114876 Total		1.003	0.00037769	0.00019919	0.00020121
1532	Vaquero	42-0007995-000	MF 115351	0.25	0.764	0.00028769	0.00015172	0.00015327
			MF 115351 Total		0.764	0.00028769	0.00015172	0.00015327
860	Vaquero	42-0007992-000	MF 115352	0.25	0.242	0.00009113	0.00004806	0.00004855
861	Vaquero	42-0007992-000	MF 115352	0.25	0.22	0.00008284	0.00004369	0.00004413
1520	Vaquero	42-0007992-000	MF 115352	0.25	0.193	0.00007268	0.00003833	0.00003872
1584	Vaquero	42-0007992-000	MF 115352	0.25	0.242	0.00009113	0.00004806	0.00004855
			MF 115352 Total		0.897	0.00033778	0.00017814	0.00017995
2125	Vaquero	TX7770358-000	M-120406 M-119744	0.25	0.098	0.00003690	0.00001946	0.00001966
			Vaquero Unit Total		11.9371	0.004495081	0.002370622	0.002394701
127	Glen Garden	TX7770358-000	M-119745	0.25	0.979	0.00127733	0.00019544	0.00019713
128	Glen Garden	TX7770358-000	M-119745	0.25	0.7265	0.00094788	0.00014503	0.00014629
			M-119745 Total		1.8035	0.002225211	0.000340464	0.000343418
			Glen Garden Unit Total		1.7055	0.002225211	0.000340464	0.000343418
744A	Ziegler	42-002343-000	MF 112755	0.25	0.227	0.00016829	0.00004526	0.00004554
744B	Ziegler	42-002343-000	MF 112755	0.25	0.1	0.00007414	0.00001994	0.00002006
744C	Ziegler	42-002343-000	MF 112755	0.25	0.283	0.00020980	0.00005642	0.00005677

NOTES

JZ MIPA 1H by State L+VZ MIPA 2H by State Lease

PENDING POOLING AGREEMENT - Not included in Vaquero Voluntary Total. However, included in GLO NRI total for GGVZ MIPA 1H & 2H

744D	Ziegler	42-002343-000	MF 112755	0.25	0.256	0.00018979	0.00005104	0.00005136
			MF 112755 Total		0.866	0.00064202	0.00017266	0.00017373
741	Ziegler	42-007745-000	MF 113074	0.25	0.108	0.00008007	0.00002153	0.00002167
742	Ziegler	42-007745-000	MF 113074	0.25	0.245	0.00018163	0.00004885	0.00004915
743	Ziegler	42-007745-000	MF 113074	0.25	0.203	0.00015050	0.00004047	0.00004073
			MF 113074 Total		0.556	0.00041220	0.00011085	0.00011154

Ziegler Unit Total	1.422	0.00105421	0.00028351	0.00028528
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Grand Total	15.0646	0.00777450	0.00299459	0.00302340
Double Check		0.00777450	0.00299459	0.00302340

TOTAL				
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Tarrant County Tracts	0.00035993	0.00036308
State of Texas Tracts	0.00263467	0.00266032

GGVZ MIPA UNIT 1H

	Unit Acreage	Unit Acreage Leased	
GLO Glen Garden Vol UT NRI	0.00222521	-	
GLO Vaquero Vol UT NRI	0.00449508	-	
GLO Ziegler Vol UT NRI	0.00105421	-	
Glen Garden Unit - 10831	191.233	191.233	
Vaquero Unit - 10832	663.898	659.155	663.800
Zeigler Unit - 10899	337.219	336.124	
Combined Unit Acreage	1192.350	1186.512	
GGVZ MIPA 2H Unit	115.188	109.34950000	

*Double Check
from GGVZ
Summary*

GLO Glen Garden Vol UT NRI x ((Glen Garden UT Leased Acreage / Combined UT Leased Acreage) x (GGVZ MIPA 2H UT Leased Acreage / GGVZ MIPA 2H UT Acreage))
 $0.002225211 \times ((191.233 / 1186.512) \times (109.3495 / 115.188))$ 0.00034046

*0.00034046
0.00000000*

GLO Vaquero Vol UT NRI x ((Vaquero UT Leased Acreage / Combined UT Leased Acreage) x (GGVZ MIPA 2H UT Leased Acreage / GGVZ MIPA 2H UT Acreage))
 $0.004495081 \times ((659.155 / 1186.512) \times (109.3495 / 115.188))$ 0.00237062

*0.00237062
0.00000000*

GLO Ziegler Vol UT NRI x ((Ziegler UT Leased Acreage / Combined UT Leased Acreage) x (GGVZ MIPA 2H UT Leased Acreage / GGVZ MIPA 2H UT Acreage))
 $0.001054211 \times ((336.124 / 1186.512) \times (109.3495 / 115.1888))$ 0.00028351

*0.00028351
0.00000000*

TOTAL GLO GGVZ MIPA 1H NRI

0.00299459

**0.00299459
0.00000000**

File No. MF 112142

Tarrant County

! Nut 11031

Date Filed: 3/19/21

By m B Barnstone
George R. Bush, Commissioner



Information for processing an Internal Non Unit Transaction (iNut)
Length of Lateral

iNut No. 11032

GENERAL INFORMATION

Name of Well: GGVZ MIPA Unit #2H API # 42-439-37175
 Name of Operator: Total E&P USA Barnett, LLC RRC # 09-289479
 Operator Contact Person: Jeremiah Johnson Phone: 817-720-1146
 Counties: Tarrant

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON HORIZONTAL DRAINHOLE AREA

Lease Type	Unit/Lease No	Total Drainhole Area	Unit Drainhole Area	Unit or Lease Rylyty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
HROW	10831/MF119745	1186.669	191.233	0.00222521	0.25000000	0.00137367	0.00034342
HROW	10832/MF112142	1186.669	660.123	0.00019205	0.25000000	0.00040925	0.00010231
HROW	10832/MF112144	1186.669	660.123	0.00066953	0.25000000	0.00142674	0.00035668
HROW	10832/MF114876	1186.669	660.123	0.00037769	0.25000000	0.00080484	0.00020121
HROW	10832/MF115351	1186.669	660.123	0.00028769	0.25000000	0.00061305	0.00015326
HROW	10832/MF115352	1186.669	660.123	0.00033778	0.25000000	0.00071979	0.00017995
HROW	10832/MF117634	1186.669	660.123	0.00156767	0.25000000	0.00334063	0.00083516
HROW	10832/MF119744	1186.669	660.123	0.00102576	0.25000000	0.00218585	0.00054646
HROW	10832/MF120406	1186.669	660.123	0.00003690	0.25000000	0.00007863	0.00001966
HROW	10899/MF112755	1186.669	335.314	0.00064202	0.25000000	0.00069494	0.00017374
HROW	10899/MF113074	1186.669	335.314	0.00041220	0.25000000	0.00044618	0.00011154
Totals:						0.01209358	0.00302340
Effective Date:	8/22/2018						State Net Royalty Revenue in Well

Comments: iNut 11032 is a MIPA allocation unit based on surface acreage across Units 10831, 10832 and 10899. It was approved by the RRC on 8/22/2018, docket #09-0310409. Final plat received on 6/29/2020.
 NOTE: MF120406 was set up for accounting purposes only to add 0.098 unleased acres of Mitchell Blvd. to the Vaquero Unit 10832.

Prepared by: cmB Alamo updated by: cmB WI updated by: cmB
 RAM approval by: VD GIS updated by: [Signature]

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO



INU200001

Unit Number 11032
Operator Name Total E&P USA Barnett, LLC
Customer ID C000089886
Unit Name GGVZ MIPA Unit #2H
County 1 Tarrant **RRC District 1** 05
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.00302340
State Part in Unit 0.01209358
Unit Depth Allow All Depths
From Depth
To Depth
Well
Formation
Participation Basis Length of Lateral
Old Unit Number **Inactive Status Date**
Effective Date 08/22/2018
Unitized For Oil And Gas
Unit Term

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF112142		0.000000	0.000000	0.00040925	O/G	0.25000000	0.00010231	No
MF112144		0.000000	0.000000	0.00142674	O/G	0.25000000	0.00035668	No
MF112755		0.000000	0.000000	0.00069494	O/G	0.25000000	0.00017374	No
MF113074		0.000000	0.000000	0.00044618	O/G	0.25000000	0.00011154	No



Texas General Land Office
 George P. Bush, Commissioner
 1700 North Congress Avenue
 Austin, Texas 78701-1495

STATE RIGHT OF WAY and/or COUNTY ROAD UNIT DESIGNATION

OPERATOR INFORMATION

Contact Name Jeremiah Johnson, Sr. Landman Phone (817) 720-1146
 Name of Pooled Unit GGVZ MIPA Unit 2H
 Operator of Pooled Unit TEP BARNETT USA, LLC County TARRANT
 Effective Date of Unit Declaration: Oil and Gas Docket No. 09-0315627 Dated 3/27/2019

SROW/CO. ROAD LEASE(S) IN UNIT

SROW/CoRd Lease MF No.	Lease Date	Term	Royalty	Total Acreage in SROW/CoRd Lease	SROW/CoRd Lease Acreage in Unit
(SEE ATTACHED)					

Total **SROW** Acreage in Unit: _____
 Total **CoRd** Acreage in Unit: _____
 Total Private Acreage in Unit: _____
 Total Unit Acreage: 0

State Roads Royalty Revenue Interest in Unit:	0.	0	0	2	3	3	3	5	9
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County Roads Royalty Revenue Interest in Unit:	0.	0	0	0	6	8	9	8	1
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◆Attach a plat showing the pooled unit outline, unit well(s) location, and SROW & CoRd 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: LTD. TO BARNETT SHALE FM
 RRC Field Name(s): NEWARK, EAST

UNIT WELLS

API # 4243937175 RRC ID# 289479
 API # _____ RRC ID# _____
 API # _____ RRC ID# _____
 API # _____ RRC ID# _____

GGVZ MIPA UNIT 2H

	Unit Acreage	Unit Acreage Leased
GLO Glen Garden Vol UT NRI	0.00222521	-
GLO Vaquero Vol UT NRI	0.00449508	-
GLO Ziegler Vol UT NRI	0.00105421	-
Glen Garden Unit	191.233	191.233
Vaquero Unit	663.898	660.123
Zeigler Unit	337.219	335.314
Combined Unit Acreage	1192.350	1186.669
GGVZ MIPA 2H Unit	134.228	128.547

Double Check
from GGVZ
Summary

GLO Glen Garden Vol UT NRI x ((Glen Garden UT Leased Acreage / Combined UT Leased Acreage) x (GGVZ MIPA 2H UT Leased Acreage / GGVZ MIPA 2H UT Acreage))
0.002225211 x ((191.233 / 1186.669) x (128.574 / 134.228)) 0.00034342

0.00034342
0.00000000

GLO Vaquero Vol UT NRI x ((Vaquero UT Leased Acreage / Combined UT Leased Acreage) x (GGVZ MIPA 2H UT Leased Acreage / GGVZ MIPA 2H UT Acreage))
0.004495081 x ((660.123 / 1186.669) x (128.574 / 134.228)) 0.00239470

0.00239470
0.00000000

GLO Ziegler Vol UT NRI x ((Ziegler UT Leased Acreage / Combined UT Leased Acreage) x (GGVZ MIPA 2H UT Leased Acreage / GGVZ MIPA 2H UT Acreage))
0.001054211 x ((335.314 / 1186.669) x (128.574 / 134.228)) 0.00028528

0.00028528

Total GLO

GGVZ MIPA

2H NRI

0.00302340

0.00302340

TRACT NUMBER	UNIT	LEASE #	State Lease#	RI	NET ACRES	VOLUNTARY UNIT NRI	GGVZ MIPA 1H NRI	GGVZ MIPA 2H NRI
1779	Vaquero	421-00610-000	M-117634	0.25	0.1236	0.00004654	0.00002455	0.00002480
2118	Vaquero	421-00610-000	M-117634	0.25	0.43	0.00016192	0.00008539	0.00008626
2119	Vaquero	421-00610-000	M-117634	0.25	0.272	0.00010243	0.00005402	0.00005457
2120	Vaquero	421-00610-000	M-117634	0.25	0.279	0.00010506	0.00005541	0.00005597
2121	Vaquero	421-00610-000	M-117634	0.25	0.076	0.00002862	0.00001509	0.00001525
2122B	Vaquero	421-00610-000	M-117634	0.25	1.639	0.00061719	0.00032549	0.00032880
2127	Vaquero	421-00610-000	M-117634	0.25	0.1075	0.00004048	0.00002135	0.00002157
2130	Vaquero	421-00610-000	M-117634	0.25	0.3167	0.00011926	0.00006289	0.00006353
1732A	Vaquero	421-00610-000	M-117634	0.25	0.7119	0.00026808	0.00014138	0.00014281
			M-117634 Total		3.9557	0.00148957	0.00078557	0.00079355
2122	Vaquero	TX7770357-000	M-119744	0.25	1.312	0.00049405	0.00026055	0.00026320
2122A	Vaquero	TX7770357-000	M-119744	0.25	1.412	0.00053171	0.00028041	0.00028326
			M-119744 Total		2.724	0.00102576	0.00054097	0.00054646
1708	Vaquero	TX0142806-000	MF 110550	0.25	0.2074	0.00007810	0.00004119	0.00004161
			MF 110550 Total		0.2074	0.00007810	0.00004119	0.00004161
890	Vaquero	TX0152591-000	MF 112142	0.25	0.51	0.00019205	0.00010128	0.00010231
			MF 112142 Total		0.51	0.00019205	0.00010128	0.00010231
2115	Vaquero	TX0152557-000	MF 112144	0.25	1.778	0.00066953	0.00035310	0.00035668
			MF 112144 Total		1.778	0.00066953	0.00035310	0.00035668
862	Vaquero	42-0007637-000	MF 114876	0.25	0.076	0.00002862	0.00001509	0.00001525
863	Vaquero	42-0007637-000	MF 114876	0.25	0.063	0.00002372	0.00001251	0.00001264
868	Vaquero	42-0007637-000	MF 114876	0.25	0.084	0.00003163	0.00001668	0.00001685
869	Vaquero	42-0007637-000	MF 114876	0.25	0.105	0.00003954	0.00002085	0.00002106
870	Vaquero	42-0007637-000	MF 114876	0.25	0.105	0.00003954	0.00002085	0.00002106
871	Vaquero	42-0007637-000	MF 114876	0.25	0.084	0.00003163	0.00001668	0.00001685
872	Vaquero	42-0007637-000	MF 114876	0.25	0.084	0.00003163	0.00001668	0.00001685
874	Vaquero	42-0007637-000	MF 114876	0.25	0.042	0.00001582	0.00000834	0.00000843
875	Vaquero	42-0007637-000	MF 114876	0.25	0.042	0.00001582	0.00000834	0.00000843
876	Vaquero	42-0007637-000	MF 114876	0.25	0.105	0.00003954	0.00002085	0.00002106
1270	Vaquero	42-0007637-000	MF 114876	0.25	0.107	0.00004029	0.00002125	0.00002147
1271	Vaquero	42-0007637-000	MF 114876	0.25	0.106	0.00003992	0.00002105	0.00002126
			MF 114876 Total		1.003	0.00037769	0.00019919	0.00020121
1532	Vaquero	42-0007995-000	MF 115351	0.25	0.764	0.00028769	0.00015172	0.00015327
			MF 115351 Total		0.764	0.00028769	0.00015172	0.00015327
860	Vaquero	42-0007992-000	MF 115352	0.25	0.242	0.00009113	0.00004806	0.00004855
861	Vaquero	42-0007992-000	MF 115352	0.25	0.22	0.00008284	0.00004369	0.00004413
1520	Vaquero	42-0007992-000	MF 115352	0.25	0.193	0.00007268	0.00003833	0.00003872
1584	Vaquero	42-0007992-000	MF 115352	0.25	0.242	0.00009113	0.00004806	0.00004855
			MF 115352 Total		0.897	0.00033778	0.00017814	0.00017995
2125	Vaquero	TX7770358-000	M-120406	0.25	0.098	0.00003690	0.00001946	0.00001966
			Vaquero Unit Total		11.9371	0.004495081	0.002370622	0.002394701
127	Glen Garden	TX7770358-000	M-119745	0.25	0.979	0.00127733	0.00019544	0.00019713
128	Glen Garden	TX7770358-000	M-119745	0.25	0.7265	0.00094788	0.00014503	0.00014629
			M-119745 Total		1.8035	0.002225211	0.000340464	0.000343418
			Glen Garden Unit Total		1.7055	0.002225211	0.000340464	0.000343418
744A	Ziegler	42-002343-000	MF 112755	0.25	0.227	0.00016829	0.00004526	0.00004554
744B	Ziegler	42-002343-000	MF 112755	0.25	0.1	0.00007414	0.00001994	0.00002006
744C	Ziegler	42-002343-000	MF 112755	0.25	0.283	0.00020980	0.00005642	0.00005677

NOTES

JZ MIPA 1H by State L+VZ MIPA 2H by State Lease

PENDING POOLING AGREEMENT - Not included in Vaquero Voluntary Total. However, included in GLO NRI total for GGVZ MIPA 1H & 2H

744D	Ziegler	42-002343-000	MF 112755	0.25	0.256	0.00018979	0.00005104	0.00005136
			MF 112755 Total		0.866	0.00064202	0.00017266	0.00017373
741	Ziegler	42-007745-000	MF 113074	0.25	0.108	0.00008007	0.00002153	0.00002167
742	Ziegler	42-007745-000	MF 113074	0.25	0.245	0.00018163	0.00004885	0.00004915
743	Ziegler	42-007745-000	MF 113074	0.25	0.203	0.00015050	0.00004047	0.00004073
			MF 113074 Total		0.556	0.00041220	0.00011085	0.00011154

Ziegler Unit Total	1.422	0.00105421	0.00028351	0.00028528
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Grand Total	15.0646	0.00777450	0.00299459	0.00302340
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Double Check	0.00777450	0.00299459	0.00302340
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TOTAL

Tarrant County Tracts	0.00035993	0.00036308
State of Texas Tracts	0.00263467	0.00266032

File No. MF 112142

Tarrant County

iNut 11032

Date Filed: 3/19/21

George P. Bush, Commissioner
By mB Bamstere