

MF112143

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF112143	65-902205		TARRANT

<i>Survey</i>	TARRANT COUNTY ROADS	
<i>Block</i>		
<i>Block Name</i>		
<i>Township</i>		
<i>Section/Tract</i>		
<i>Land Part</i>		
<i>Part Description</i>		
<i>Acres</i>	4.451	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>

<i>Name</i>	CHESAPEAKE EXPLORATION, LLC	
<i>Lease Date</i>	4/5/2011	
<i>Primary Term</i>	1 yrs	
<i>Bonus (\$)</i>	\$14,688.30	
<i>Rental (\$)</i>	\$0.00	
<i>Lease Royalty</i>	0.2500	

*Leasing:* RR  
*Analyst:* gmm  
*Maps:* \_\_\_\_\_  
*GIS:* LG  
*DocuShare:* \_\_\_\_\_



CONTENTS OF FILE NO. MF- 112143

- |                          |         |
|--------------------------|---------|
| 1. Lease                 | 2/18/11 |
| 2. Letter, bonus, + fee. | 2/18/11 |
| 3. Memo                  | 2/18/11 |
| 4. Blat                  | 2/18/11 |
| 5. Deed                  | 2/18/11 |
| 6. Lease                 | 2/18/11 |
| 7. Bio letter            | 4/21/11 |

Scanned SM 3/22/13

See assignments Filed in MF110442, #12, (C)  
 (reference to Total E&P 4-2-12  
 see MF 110551 at #8 for

BUCK SLIP for UNIT 7477 6-18-15

scanned PJ 8-10-15

(See MF-105814 #32, Assign #10291  
 Chesapeake et al (to) Total 6-26-17  
 See MF110551, item #9, Division Order)

scanned PJ 5-16-2019

# The State of Texas

HROW Lease  
Revised 8/06



## Austin, Texas

PAID-UP  
OIL AND GAS LEASE NO. (MF 112143)  
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 **Fourteen Thousand Six Hundred Eighty Eight 30/100 (\$ 14,688.30)** 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:

**4.451** 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 **4.451** 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.

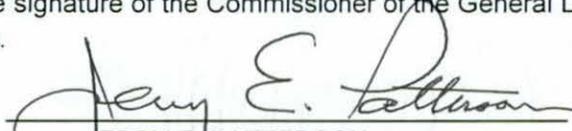
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well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

### Exhibit A

4.451 acres of land, more or less, being part of East Seminary Drive, and lying within the Glencrest Unit, in Tarrant County, Texas, and being more particularly described in the following tracts:

Tract 1:

0.814 acres of land, more or less, being a parcel out of a 48.16 acre tract of land out of the William Hicks Survey, Abstract No. 694, Tarrant County, Texas, conveyed to A.D. Dickinson by L.M. Vance by Deed, dated the 29<sup>th</sup> day of November, 1911, recorded in Volume 402, Page 41, of the Deed Records of Tarrant County, Texas, said parcel being more particularly described by metes and bounds in that certain Deed, dated the 14<sup>th</sup> day of August, 1935, by and between A.D. Dickinson, as Grantor, and Tarrant County, as Grantee, recorded in Volume 1265, Page 21, of the Deed Records of Tarrant County, Texas.

Tract 2:

0.113 acres of land, more or less, being a parcel out of the William Hicks Survey, Abstract No. 694, Tarrant County, Texas, conveyed to Mansfield Drive In Corporation by Claude Ezell by Warranty Deed, dated the 9<sup>th</sup> day of March, 1950, recorded in Volume 2172, Page 386, of the Deed Records of Tarrant County, Texas, said parcel being more particularly described by metes and bounds in that certain Warranty Deed, dated the 15<sup>th</sup> day of November, 1963, by and between Mansfield Drive In Corporation, a Texas corporation, as Grantor, and the City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3876, Page 225, of the Deed Records of Tarrant County, Texas.

Tract 3:

0.074 acres of land, more or less, being the South 15 feet of Lot 17, Block 5, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and being the same property as described in that certain Deed, dated the 6<sup>th</sup> day of May, 1935, by and between Mrs. J.O. Clements, as Grantor, and Tarrant County, as Grantee, recorded in Volume 1277, Page 626, of the Deed Records of Tarrant County, Texas.

Tract 4:

0.135 acres of land, more or less, being the North 15 feet of Lots 15 & 16, Block 5, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and being the same property as described in that certain Deed, dated the 23<sup>rd</sup> day of April, 1935, by and between A.G. Hansen, as Grantor, and Tarrant County, as Grantee, recorded in Volume 1280, Page 23, of the Deed Records of Tarrant County, Texas.

Tract 5:

0.074 acres of land, more or less, being the South 15 feet of Lots 18 & 19, Block 3, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and being the same property as described as "Second Tract" in that certain Deed, dated the 14<sup>th</sup> day of May, 1935, by and between C.R. Vickery et al, as Grantor, and Tarrant County, as Grantee, recorded in Volume 1281, Page 52, of the Deed Records of Tarrant County, Texas.

Tract 6:

0.079 acres of land, more or less, being the North 15 feet of Lots 13 & 14, Block 5, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and being the same property as described in that certain Deed, dated the 3<sup>rd</sup> day of August, 1935, by and between W.E. Glover and wife, Tommie L. Glover, as Grantor, and Tarrant County, as Grantee, recorded in Volume 1265, Page 20, of the Deed Records of Tarrant County, Texas.

Tract 7:

0.198 acres of land, more or less, being the South 15 feet of Lots 20, 21, 22, 23 & 24, Block 3, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and being the same property as described in that certain Deed, dated the 8<sup>th</sup> day of July, 1935, by and between R.E. Glover, a single man, as Grantor, and Tarrant County, as Grantee, recorded in Volume 1253, Page 460, of the Deed Records of Tarrant County, Texas.

Tract 8:

0.158 acres of land, more or less, being the North 15 feet of Lots 9, 10, 11 & 12, Block 5, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and being the same property as described as "First Tract" in that certain Deed, dated the 14<sup>th</sup> day of May, 1935, by and between C.R. Vickery et al, as Grantor, and Tarrant County, as Grantee, recorded in Volume 1281, Page 52, of the Deed Records of Tarrant County, Texas.

Tract 9:

0.116 acres of land, more or less, being a parcel of land off the South side of Lots 12, 13 & 14, Block 4, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and being the same property as described in that certain Warranty Deed, dated the 20<sup>th</sup> day of August, 1965, by and between Herbert L. Schwarz and Nat L. Myers, d/b/a Schwarz and Myers Realty Company, a partnership, as Grantor, and the City of Fort Worth, as Grantee, recorded in Volume 4116, Page 212, of the Deed Records of Tarrant County, Texas.

Tract 10:

0.036 acres of land, more or less, being a parcel of land off the North side of part of Lots 6 & 7, Block 5, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and being the same property as described in that certain Condemnation, dated the 18<sup>th</sup> day of July, 1966, by and between the City of Fort Worth, a municipal corporation, as Plaintiff, and Mrs. Claude A. Billings, formerly Thelma A. Williams, as Defendant, recorded in Cause No. 63815, of the Condemnation Records of Tarrant County, Texas.

Tract 11:

0.015 acres of land, more or less, being a parcel of land off the North side of part of Lots 5 & 6, Block 5, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and being the same property as described in that certain Warranty Deed, dated the 29<sup>th</sup> day of October, 1965, by and between D.M. McAnulty, a single man, as Grantor, and The City of Fort Worth, a municipal

corporation, as Grantee, recorded in Volume 4139, Page 417, of the Deed Records of Tarrant County, Texas.

Tract 12:

0.071 acres of land, more or less, being a parcel of land off the North side of part of Lots 4 & 5, Block 5, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and being the same property as described in that certain Correction Warranty Deed, dated the 16<sup>th</sup> day of September, 1960, by and between The Citizens National Bank in Abilene, Trustee for the Gay Lynn Underwood Trust No. One and Two and the Gary Wayne Underwood Trust No. One and Two, as Grantor, and The City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 4114, Page 397, of the Deed Records of Tarrant County, Texas.

Tract 13:

0.058 acres of land, more or less, being a parcel of land off the North side of part of Lots 2 & 3, Block 5, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and being the same property as described in that certain Warranty Deed, dated the 29<sup>th</sup> day of July, 1960, by and between Leo W. Crowder and wife, Mary Jo Crowder, as Grantor, and The City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3471, Page 81, of the Deed Records of Tarrant County, Texas.

Tract 14:

0.131 acres of land, more or less, being the South 15 feet of Lot 1, Block 4, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and the South 15 feet of the 50 foot strip or tract adjoining Lot 1, Block 4, Vickery Acres, said strip being formerly known as Jackson Street, and being the same property as described in that certain Warranty Deed, dated the 6<sup>th</sup> day of August, 1957, by and between Maude L. Berry, joined by her husband, James C. Berry, as Grantor, and The City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 3133, Page 631, of the Deed Records of Tarrant County, Texas.

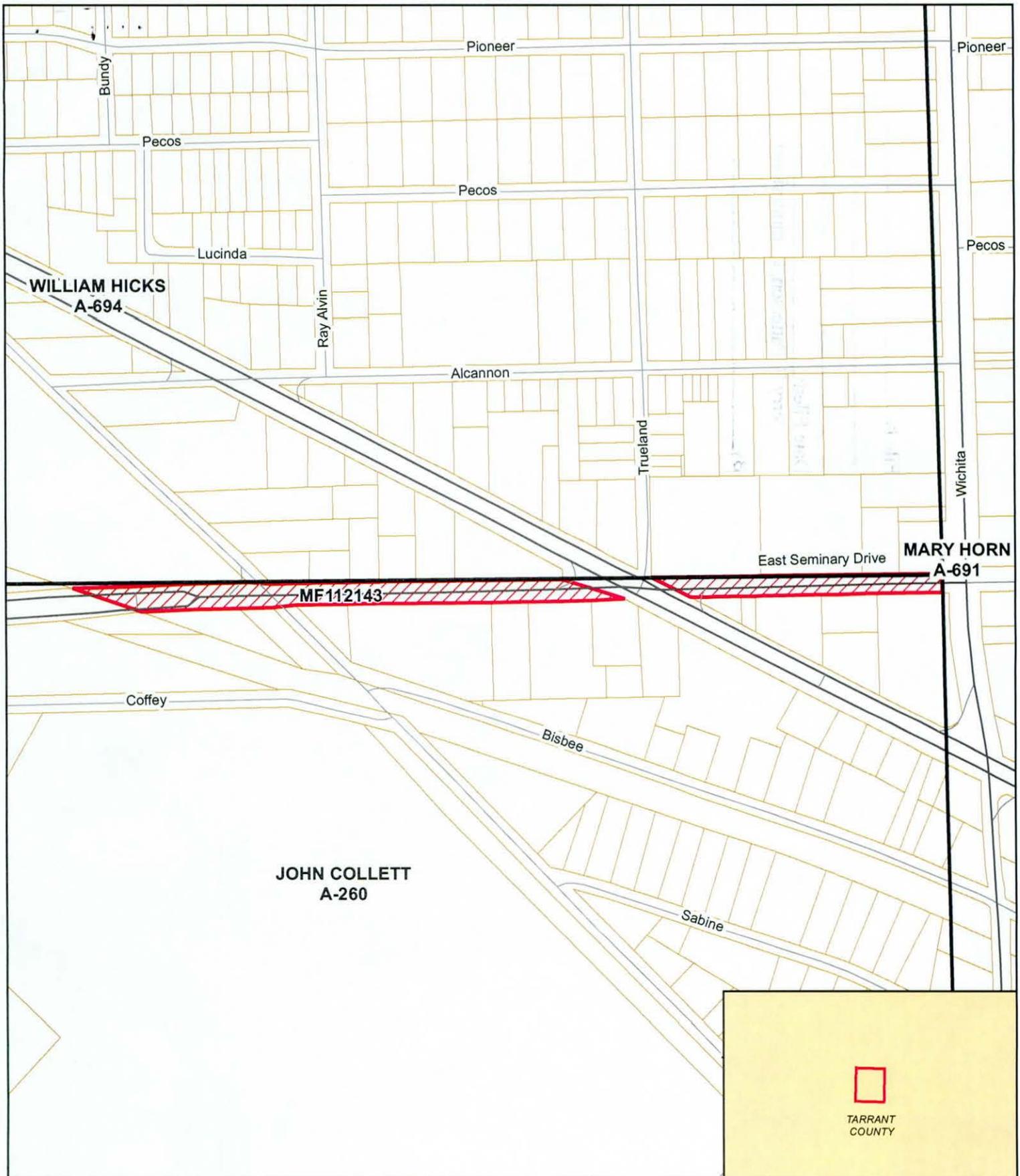
Tract 15:

0.075 acres of land, more or less, being a parcel of land off the North side of part of Lots 1, 2 & 18, Block 5, Vickery Acres Addition, an Addition to the City of Fort Worth, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and being the same property as described in the following two (2) documents:

- (1) that certain Warranty Deed, dated the 10<sup>th</sup> day of May, 1966, by and between Covey-Kersnick-Childress Realty Corporation, as Grantor, and The City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 4217, Page 48, of the Deed Records of Tarrant County, Texas; and
- (2) that certain Warranty Deed, dated the 14<sup>th</sup> day of April, 1966, by and between Shop Rite Foods, Inc., a New Mexico corporation, as Grantor, and The City of Fort Worth, a municipal corporation, as Grantee, recorded in Volume 4217, Page 58, of the Deed Records of Tarrant County, Texas.

Tract 16:

2.304 acres of land, more or less, being the original East Seminary Drive R-O-W, formerly known and platted as Wylie Avenue, according to the Plat thereof recorded in Volume 774, Page 97, of the Deed Records of Tarrant County, Texas, and spanning on the west from Mansfield Road to Wichita Street on the east.



Map Showing a Buffer of  
 East Seminary Drive  
 4.451 Acres  
 Tarrant County, TX

400 200 0 400 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. MF112143

Lease

Date Filed: 2/18/11

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 4.451 acres, more or less, being the East Seminary Drive 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:

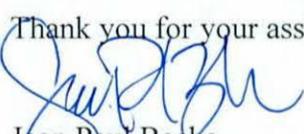
The following described land designates the R-O-W for East Seminary Drive:

(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 Glencrest 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 three thousand three hundred dollars (\$3,300.00) 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

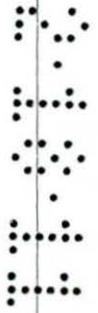
DALE OPERATING COMPANY

Check No. 00327953

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
02/16/11	021611		14688.30		14688.30
TOTAL					14688.30

121

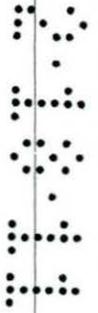
11706173



DALE OPERATING COMPANY

Check No. 00327954

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
02/16/11	021611		100.00	121	100.00
				11706174	
				TOTAL	100.00



U.S.

2.

File No. MF11243

Letter books, + fee

Date Filed: 7/8/11

Jerry E. Patterson, Commissioner

By [Signature]



# MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

## HIGHWAY RIGHT OF WAY LEASE CHECKLIST

STATE LEASE MF 112143

LESSEE Chesapeake Exploration, L.L.C.

Address P.O. Box 18496, Oklahoma City, OK 73154-0496

BONUS PER ACRE \$ 3,300<sup>00</sup> (Check for affidavit of consideration paid.)

TOTAL CONSIDERATION 14,688<sup>30</sup> PAID?  Yes  No WHEN? 2/18/11

ROYALTY 1/4 TERM 1 year

DATE OF LEASE 4/5/11

SHUT IN ROYALTY PER ACRE \$ 25<sup>00</sup> TOTAL ACRES 4.451

COUNTY Tarrant

ROAD NAME East Seminary Drive

FULL DESCRIPTION [Abstract, Block, Township, Section] William Hocks Survey, A-694, and John Collett Survey, A-261

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.

File No. MF 112143

Info Memo

Date Filed: 7/18/11

Jerry E. Patterson, Commissioner

By [Signature]

2011-2012 Fiscal Year Budget Review

Final Report

7/18/11

1121

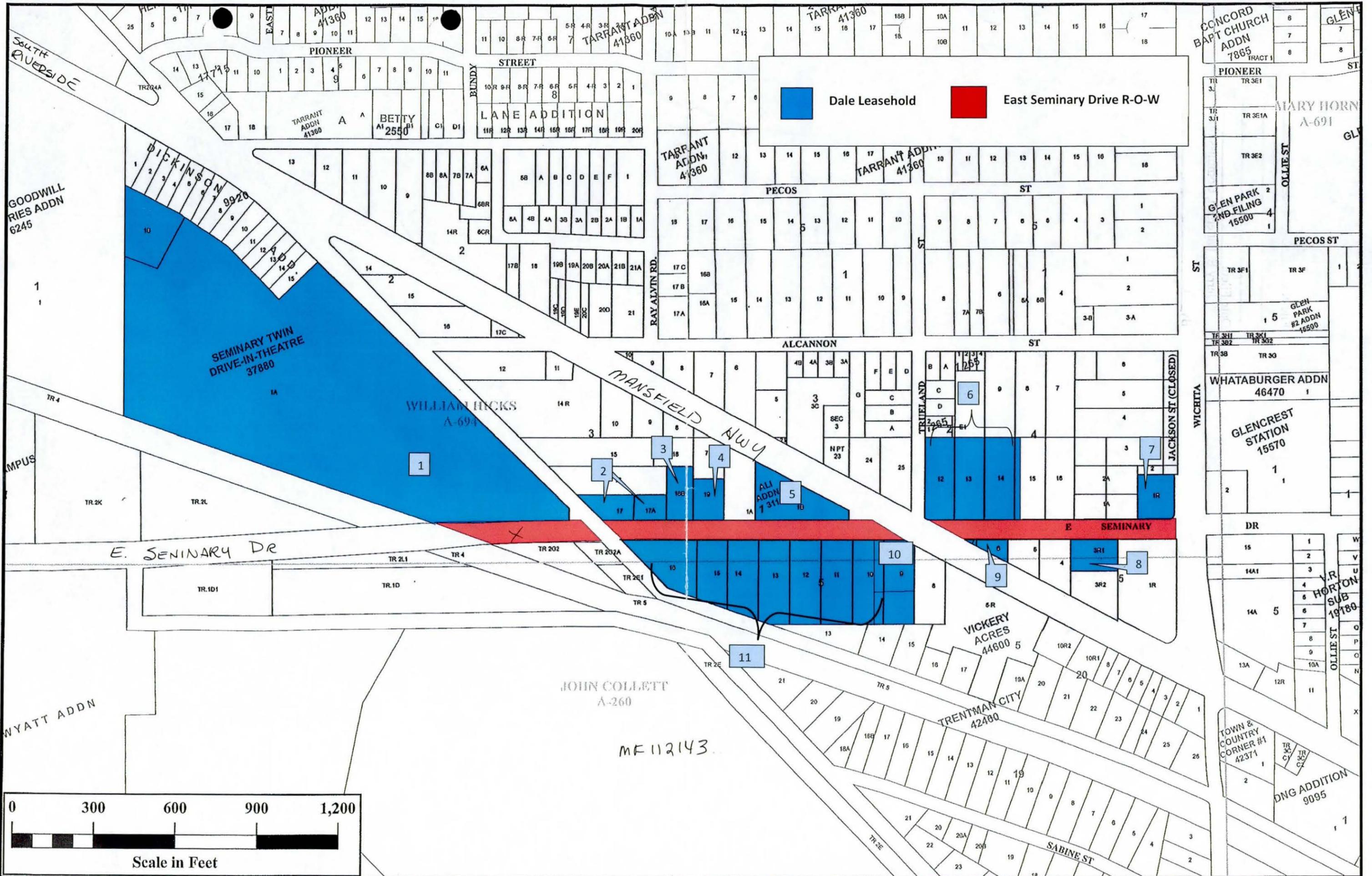
11

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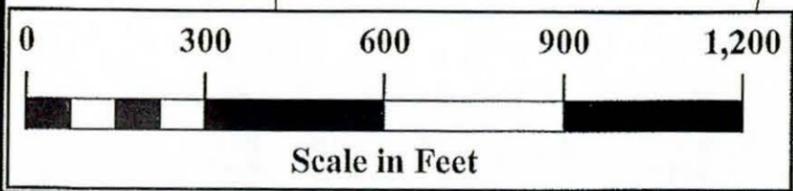
1111



 Dale Leasehold  East Seminary Drive R-O-W

GOODWILL RIES ADDN 6245

WYATT ADDN



PIONEER STREET  
LANE ADDITION  
BETTY A-2550  
TARRANT ADDN 41360

SEMINARY TWIN DRIVE-IN-THEATRE 37880

WILLIAM HICKS A-694

JOHN COLLETT A-260

MF 112143

VICKERY ACRES 44600 5

TRENTMAN CITY 42400

CONCORD BAPT CHURCH ADDN 7865 TRACT 1

MARY HORN A-691

GLEN PARK 2ND FILING 15500

WHATABURGER ADDN 46470

GLENCREST STATION 15570

HORTON SUB 19180

TOWN & COUNTRY CORNER #1 42374

DNG ADDITION 9095

P.

File No. MF112143  
Slat  
Date Filed: 7/18/11  
Jerry E. Patterson, Commissioner  
By Sl

THE STATE OF TEXAS |  
COUNTY OF TARRANT |

Before me, W.W.Haggard a Notary Public in and for Tarrant County Texas, on this day personally appeared W.L.Glover and Tommie L. Glover, his wife, both known to me to be the persons whose names are subscribed to the foregoing instruments; and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Tommie L. Glover, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Tommie L. Glover 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 3rd day of August, A.D. 1935.

(L.S.)

W.W.Haggard, Notary Public  
Tarrant County, Texas.

FILED FOR RECORD AUG. 15, 1935 at 8:07AM  
RECORDED AUG. 17, 1935 at 9:45AM

J.W. (Happy) Shelton, County Clerk  
Tarrant County, Texas.

BY Blanche Carnice Deputy

# 12927

\*\*\*\*\*

*A/D*

A.D. DICKINSON | STATE OF TEXAS |  
TO: DEED | COUNTY OF TARRANT |  
TARRANT COUNTY |

KNOW ALL MEN BY THESE PRESENTS:

That I, A.D. Dickinson, of the County of Tarrant, State of Texas, for and in consideration of the sum of Four Hundred Fifty Dollars (\$450.00) to me in hand paid by Tarrant County in cash, the receipt of which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant, sell and convey, unto said Tarrant County, State of Texas, all of that certain strip or parcel of land for right of way required for the approved new location survey of the Kellis Street Extension to Mansfield Cardinal, over and across a 48.16 acre tract of land out of the Wm. Hicks Survey, heretofore conveyed to A.D. Dickson by L.M. Vance by deed dated Nov. 29, 1911 and recorded in Vol. 402, Page 41, Tarrant County Deed Records; said strip or parcel of land being more particularly described as follows;

Beginning at a point in the Northeasterly right of way line of the Houston and Texas Central Rail Road, said point being 2655.7 feet east and 123 feet North of the Southwest corner of the Wm. Hicks Survey;

Thence North 86° 17' East, 208.1 feet to the beginning of a curve to the right, having a radius of 5789.65 feet;

Thence along said curve 292.4 feet to the Southwesterly right of way line of the Old Fort Worth - Mansfield Road;

Thence South 45° 36' East, along said right of way line of the Old Fort Worth - Mansfield Road, 114.7 feet;

1265/21

49' west  
 Thence North 89° 17.5 feet to the beginning of a curve to the left  
 having a radius of 5689.65 feet;  
 Thence along said curve 350.8 feet;  
 Thence South 86° 17' west 19.1 to the Northeasterly right of way  
 line of the Houston and Texas Central Railroad;  
 Thence North 65° 51' west, along said right of way line, 205.7  
 feet to the point of beginning, **containing in all 0.814 acres 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  
 Tarrant County, and its heirs and assigns forever, and we do hereby bind ourselves and our  
 heirs and administrators to Warrant and forever Defend, all and singular the said premises unto  
 the said Tarrant County and its heirs and assigns, against every person whomsoever lawfully  
 claiming or to claim the same or any part thereof.

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

It is understood that grantor herein desires to have a gas pipe  
 line extended under said Public road right of way so as to serve the premises of the grantor  
 and as a part of the consideration for this conveyance it is agreed that the grantor herein  
 shall have an easement across said right of way herein conveyed for the purpose of laying  
 and constructing a gas line to be used for serving the premises of grantor herein,

Witness my hand, at Fort Worth, Texas, **this the 14 day of August**

**A.D., 1935.**

A.D. Dickinson.

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared  
 A.D. Dickinson, 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 14 day of August,

A.D., 1935.

(L.S.)

F.M. Bransford, Notary Public,  
 Tarrant County, Texas.

FILED FOR RECORD AUG. 15, 1935 at 8:07 AM

**RECORDED** AUG. 17, 1935 at 10:15 AM

J.W. (Happy) Shelton, County Clerk  
 Tarrant County, Texas.

BY Blanche Carrae Deputy

# 12928

\*\*\*\*\*

CORPORATE  
~~STATE~~ ACKNOWLEDGEMENT

THE STATE OF TEXAS,  
COUNTY OF JOHNSON

BEFORE ME, the undersigned, a Notary Public,

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

G. E. Branson

President of FARMERS & MERCHANTS STATE

BANK, Burleson, Texas,

and officer is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 19 day of November, A. D. 1963.

Mary J. Smith  
Notary Public in & for Johnson County, Texas.

Filed for Record DEC 2 1963 1:31 P.M.

And Recorded DEC 5 1963 11:06 A.M.

Instrument No. 82324 W. C. "RED" COWEN, County Clerk  
Tarrant County, Texas

E. Olay Deputy

The State of Texas,  
County of Tarrant

Know All Men by These Presents:

That Mansfield Drive In Corporation, a Texas Corporation

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 it 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 portion of land out of Tract 9, WILLIAM C. HICKS SURVEY, Tarrant County, Texas, as recorded in Vol. 2172, page 386, of the Deed Records of Tarrant County, Texas, being more fully described as follows:

BEGINNING at a point in the North right-of-way line of Seminary Drive, said point being the intersection of the said right-of-way line and the Southeasterly right-of-way line of T & NO RR (Southern Pacific) and is marked by a bois d'arc stake;

THENCE North 70 degrees and 49 minutes West a distance of 48.42 feet along the Southeasterly right-of-way line of T & NO RR (Southern Pacific), to a point;

THENCE in an Easterly direction around a curve to the right whose radius is 5010.0 feet a distance of 145.05 feet to a point;

3876/225

THENCE North 88 degrees and 40 minutes East a distance of 265.95 feet to a point;

THENCE South 87 degrees 72 minutes and 30 seconds East a distance of 71.52 feet;

THENCE South 87 degrees and 30 minutes West a distance of 188.60 feet along the North right-of-way line of Seminary Drive to a point;

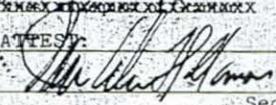
THENCE South 86 degrees and 18 minutes West a distance of 248.7 feet along the North right-of-way line of Seminary Drive to THE POINT OF BEGINNING and containing 4,909 square feet (0.113 acres), more or less.

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, a Municipal Corporation, its successors ~~XXXX~~ and assigns forever and the ~~XXXX~~ said Corporation does hereby bind itself, its successors ~~XXXX~~ to Warrant and Forever Defend, all and singular the said premises unto the said City of Fort Worth, a Municipal Corporation, its successors

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

EXECUTED ~~XXXX~~ at Dallas, Texas this 15 day of November 19 63.

~~XXXX~~ ATTEST:  Secretary

MANSFIELD DRIVE IN CORPORATION By  President

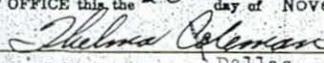
CORPORATION ACKNOWLEDGMENT

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 John Q. Adams, Executive Corporation, Vice-President of Mansfield Drive In Corporation, 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 Mansfield Drive In Corporation, 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 November A. D. 19 63

(L.S.)

 THELMA COLEMAN Notary Public in and for Dallas County, Texas

DEC 2 1963 Filed for Record at 1:33 P.M. And Recorded DEC 5 1963 at 11:18 A.M. Instrument No. 82326 W. C. TED COWEN, County Clerk Tarrant County, Texas By  Deputy

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

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

WITNESS MY HANDS at Fort Worth, Texas, this the 4th day of May, A. D. 1935.

JAMES CROSBY

STATE OF TEXAS )  
COUNTY OF TARRANT )

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

Given under my hand and seal of office, this the 4th day of May A. D. 1935.

E. L. MAXWELL, Notary Public, Tarrant  
County, Texas.

(LS)

FILED FOR RECORD JAN. 29, 1936 at 4:08 P.M.

RECORDED FOR RECORD FEB. 1, 1936 at 10:30 A.M.

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

BY *J. H. ...* DEPUTY

#22390

*D/E*  
J. O. CLEMONTS )  
TO: DEED ) STATE OF TEXAS )  
TARRANT COUNTY ) COUNTY OF TARRANT ) KNOW ALL MEN BY THESE PRESENTS:

THAT I, Mrs. J. O. Clemonts, of the County of Tarrant, State of Texas, for and in consideration of the sum of one 00/xx (\$1.00), Dollars, to me in hand paid by Tarrant County acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold, and by these presents grant, bargain, sell and convey unto Tarrant County, State of Texas, all that certain tract or parcel of land situated in the County of Tarrant, State of Texas, and being a part of Block 3, Lot 17, Vickery Acres Addition, conveyed by C. R. Vickery to J. O. Clemonts, by deed dated the 13th, day of August, 1929, and recorded in Volume 1071, Page 219, of the Deed Records of Tarrant County, Texas; said tract or parcel of land herein conveyed being more particularly described as follows:

Being the South 15 feet of Lot 17, Block 3, Vickery Acres Addition, to the City of Fort Worth, Texas.

1277/626

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

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

WITNESS OUR HANDS at Fort Worth, Texas, this the 6th day of May A. D. 1935.

MRS. J. O. CLEMENTS

STATE OF TEXAS )  
COUNTY OF TARRANT )

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. J. O. Clements, and 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 6th day of May, A. D. 1935.

(LS) E. L. MAXWELL, Notary Public, Tarrant County,  
Texas.

FILED FOR RECORD JAN. 29, 1936 at 4:08 P.M.

RECORDED FOR RECORD FEB. 1, 1936 at 10:45 A.M.

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

BY *J. W. (Happy) Shelton* DEPUTY

#22391

*2/4*  
E. A. HAYDEN )  
TO: DEED ) STATE OF TEXAS ) KNOW ALL MEN BY THESE PRESENTS:  
TARRANT COUNTY ) COUNTY OF TARRANT )

I Mrs. E. A. Haden a widow et ux of the County of Tarrant, in the State of Texas, THAT, for and in consideration of the sum of One, Dollars, to me in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain tract or parcel of land required for right of way by approved new location survey of Kellis Street, over and across the South end of Lot 40, Block 9, South Side Addition to the City of Fort Worth, heretofore conveyed to E. A. Hayden by F. S. Seiners by deed dated Oct. 10, 1910, and recorded in Volume 359, Page No. 119, Tarrant County Deed Records; said strip or parcel of land being more particularly described as follows:

THE STATE OF TEXAS   ↓  
 COUNTY OF TARRANT   ↓

BEFORE ME, A Notary Public in and for Tarrant County, Texas, on this day personally appeared Syl Hall and Ruby Hall 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 Ruby Hall wife of the said Syl Hall having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ruby Hall acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 28th day of January A.D. 1936.

W.M. Godwin

Notary Public in and for Tarrant County, Tex.

(L.S.)

FILED FOR RECORD JAN. 29, 1936 at 4:03 PM  
 RECORDED FEB. 1, 1936 at 9:10 AM

BY *Francis Sew* DEPUTY

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

22386

*27 1/2*  
 A. G. HANSEN           ↓  
 TO: DEED               ↓     STATE OF TEXAS       ↓  
 TARRANT COUNTY       ↓     COUNTY OF TARRANT   ↓     KNOW ALL MEN BY THESE PRESENTS:

That I, **A. G. Hansen**, of the County of Tarrant, State of Texas, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by Tarrant County in cash, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto said **Tarrant County**, State of Texas, **all that certain strip or parcel of land, situated in the County of Tarrant, State of Texas, and being a part of a survey originally granted to Wm. Hicks and being a part of Lots 15 and 16, Block 5, Vickery Acres, Addition to the City of Fort Worth, conveyed to A. G. Hansen by Allie V. Brouse, by deed dated, Nov. 10, 1925, and recorded in Vol. 872, Page 573, Tarrant County Deed Records; said strip or parcel of land herein conveyed being more particularly described as follows:**

**Being the North 15 feet of Lots 15 and 16, Block 5, Vickery Acres 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 Tarrant County, and its heirs and assigns forever; and we do hereby bind ourselves and our heirs and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Tarrant County, and its heirs and assigns, against every person whomsoever, lawfully claiming, or to claim the same or any part thereof.

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

WITNESS OUR HANDS at Fort Worth, Texas, **this the 23rd day of April, A.D. 1935.**

A. G. Hansen

STATE OF TEXAS   ↓  
 COUNTY OF TARRANT   ↓

1280/23

BEFORE ME, on this day personally appeared A. G. Hansen, 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 considerations therein expressed.

Given under my hand and seal of office, this the 23 day of April A.D. 1935.

Ida L. Fallor

(L.S.)

Notary Public, Tarrant County, Texas

FILED FOR RECORD JAN. 29, 1936 at 4:08 PM

RECORDED FEB. 1, 1936 at 9:25 AM

BY *Francis Seale* DEPUTY

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

22388

*2/19*  
AUBREY G. ALEXANDER    ◊  
TO: DEED                   ◊   STATE OF TEXAS        ◊   KNOW ALL MEN BY THESE PRESENTS:  
TARRANT COUNTY        ◊   COUNTY OF TARRANT   ◊

THAT I, Aubrey G. Alexander, of the County of Tarrant, in the State of Texas, for and in consideration of the sum of \_\_\_\_\_ Dollars, to me in hand paid by Tarrant County, acting through the Commissioners' Court, receipt of which is hereby acknowledged, have this day sold and do by these presents grant, bargain, sell and convey unto the said Tarrant County, all of that certain strip or parcel of land for right of way required by the approved new location survey of Kellis Street, County Project No. 1032, over and across the South end of Lot 39, Block 9, South side, Addition to the City of Fort Worth, heretofore conveyed to Aubrey G. Alexander by J. C. Seale, by deed dated June 25, 1931, and recorded in Volume 1142, Page No. 466, Tarrant County Deed Records; said strip or parcel of land being more particularly described as follows:

Beginning at the Southwest corner of Lot 39, Block 9, South Side Addition to the City of Fort Worth, Texas;

Thence North with the West line of the said Lot, 7-1/3 feet to a point;

Thence North 79° 37' East 40.7 feet to a point on the East line of the said Lot,

Thence South with the East line of the said Lot 14-2/3 feet to its Southeast corner;

Thence West with the South line of the said Lot, 40, feet to the place of beginning and containing 440 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 Tarrant County, and its heirs and assigns forever; and I do hereby bind myself and my heirs and administrators, to Warrant and Forever Defend, all singular the said premises unto the said Tarrant County, and its heirs and assigns, against every person whomsoever, lawfully claiming, or to claim the same or any part thereof.

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

The vendor's lien is herein retained against the above described property and premises until the above described note is paid in full, according to its face, tenor, effect and reading, when this deed shall become absolute payment of said note is further secured by deed of trust to Southland Mortgage Company, Trustee.

Taxes for the year 1935 and prior years shall be paid by the grantor, 1936 taxes to be pro rated as of February 1, 1936.

IN WITNESS WHEREOF, Investors Syndicate has caused this instrument to be signed by its Vice President and has caused its corporate seal to be hereto affixed and attested by its Ass't. Secretary, on this the 17 day of January, A.D. 1936.

INVESTORS SYNDICATE  
H.  
BY: WALTER ROLAPP, Vice-President

SEAL:  
ATTEST: J. WYMAN, Asst. Secretary.  
\$4.00 U.S.I.R.S. Cancelled.

THE STATE OF MINNESOTA |  
COUNTY OF HENNEPIN |

BEFORE ME, the undersigned authority, on this day personally appeared Walter H. Rolapp, Vice-President of INVESTORS SYNDICATE, a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the Corporation.

Given under my hand and seal of office on this the 17 day of January, A.D. 1936.

MARIE BARTHES, Notary Public

MARIE BARTHES

Notary Public, Hennepin County, Minn.

(L.S.) My Commission Expires July 22, 1942.

FILED FOR RECORD JAN. 28, 1936 at 11:38 A.M.

RECORDED FOR RECORD FEB. 1, 1936 at 11:20 A.M.

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

BY *Frances Blue* DEPUTY  
# 22269

#10

C. R. VICKERY | STATE OF TEXAS |  
TO: DEED. | COUNTY OF TARRANT | KNOW ALL MEN BY THESE PRESENTS:  
TARRANT COUNTY |

THAT we, C. R. Vickery, H. W. Brouse and wife, Allie V. Brouse, of the County of Tarrant, State of Texas, for and in consideration of the covenants and conditions hereinafter stipulated, have this day granted, sold, and conveyed unto Tarrant County, State of Texas, a strip of land fifteen feet in width as hereinafter described for the approved new location of Kellis Street, County Project No. 1032, said strip being more particularly described as follows:

FIRST TRACT: The North 15 feet of Lots 9, 10, 11, and 12, in Block 5, of Vickery Acres Addition

to the City of Fort Worth, in Tarrant County, Texas.

SECOND TRACT: The South 15 feet of Lots 18 and 19, in Block 3, of Vickery Acres Addition to the said 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 Tarrant County, and its assigns forever; PROVIDED, however, and upon the express condition that said Tarrant County shall within the period of two years from date of this deed construct upon said Kellie Street a hard surface public roadway extending from Hemphill Street to State Highway No. 34, and in the event grantee herein or its assigns shall fail to erect and construct said hard surface roadway within said two year period, such failure shall operate to defeat title to said property and the said grantors herein shall immediately automatically be re-invested with the fee simple title to the property herein conveyed.

EXECUTED this the 14th day of May A.D. 1935.

C. R. VICKERY  
H. W. BROUSE  
ALLIE G. BROUSE

STATE OF TEXAS |  
COUNTY OF TARRANT |

BEFORE ME, the undersigned authority, on this day personally appeared C. R. Vickery, 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 16th day of May A.D. 1935.

T. W. SYDNOR Notary Public,  
TARRANT COUNTY,  
TEXAS.

(L.S.)

STATE OF TEXAS |  
COUNTY OF DALLAS |

BEFORE ME, the undersigned authority, on this day personally appeared H. W. Brouse and wife, Allie V. Brouse, 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 Allie V. Brouse, wife of the said H. W. Brouse, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Allie V. Brouse, 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 17th day of May. A.D. 1935.

J. L. DAVISSON, Notary Public,  
DALLAS, COUNTY, TEXAS.

(L.S.)

FILED FOR RECORD JAN. 29, 1936 at 4:09 P.M.

RECORDED FOR RECORD Feb. 1, 1936 at 11:35 A.M.

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

BY *Francis Blue*

DEPUTY  
# 22396

THE STATE OF TEXAS |  
COUNTY OF TARRANT |

Before me, the undersigned authority, on this day personally appeared Clay Cooke, known to me to be the person whose name is subscribed to the above and 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 13th day of July, A.D. 1935.

(L.S.)

Earnest R. Hawkins, Notary Public  
Tarrant County, Texas.

FILED FOR RECORD AUG. 14, 1935 at 9:42AM  
RECORDED AUG. 17, 1935 at 9:20AM

J. W. (Happy) Shelton, County Clerk  
Tarrant County, Texas.

BY Blaude Carrax Deputy

# 12880

W.E. GLOVER |  
TO: DEED | STATE OF TEXAS |  
TARRANT COUNTY | COUNTY OF TARRANT |

KNOW ALL MEN BY THESE PRESENTS:

That I, W.E. Glover, and wife Tommie L. Glover, of the County of Tarrant, State of Texas, for and in consideration of the sum of \$50.00 to me in hand paid by Tarrant County, acting through the Commissioners Court, receipt of which is hereby acknowledged, have this day sold, and by these presents grant, bargain, sell and convey unto Tarrant County, State of Texas, one strip of land fifteen feet in width as hereinafter described for the approved new location of Kellis Street, County Project No. 1032, said strip being more particularly described as follows;

The North 15 feet of Lots 13 and 14 in Block 5, of Vickery Acres, an Addition to the City of Fort Worth, Tarrant County, Texas.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging into the said Tarrant County, and its assigns forever; Provided, however, and upon the express condition that said Tarrant County shall within the period of two years from date of this deed construct upon said Kellis Street a hard surface public roadway twenty feet in width, extending from Hemphill Street to State Highway No. 34, and in the event grantees herein or its assigns shall fail to erect and construct said hard surface roadway within said two years period, such failure shall operate to defeat title to said property and the grantor herein shall immediately automatically be re-invested with the fee simple title to the property herein conveyed.

Executed this the 3rd day of August, A.D. 1935.

W.E. Glover  
Tommy L. Glover.

THE STATE OF TEXAS |  
COUNTY OF TARRANT |

Before me, W.W.Haggard a Notary Public in and for Tarrant County Texas, on this day personally appeared W.E.Glover and Tommie L. Glover, his wife, both known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Tommie L. Glover, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Tommie L. Glover 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 3rd day of August, A.D. 1935.

(L.S.)

W.W.Haggard, Notary Public  
Tarrant County, Texas.

FILED FOR RECORD AUG. 15, 1935 at 8:07AM

RECORDED AUG. 17, 1935 at 9:45AM

J.W. (Happy) Shelton, County Clerk  
Tarrant County, Texas.

BY *Blanche Carrose* Deputy

# 12927

A. D. DICKINSON | STATE OF TEXAS |  
TO: DEED | COUNTY OF TARRANT |  
TARRANT COUNTY |

KNOW ALL MEN BY THESE PRESENTS:

That I, A.D. Dickinson, of the County of Tarrant, State of Texas, for and in consideration of the sum of Four Hundred Fifty Dollars (\$450.00) to me in hand paid by Tarrant County in cash, the receipt of which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant, sell and convey, unto said Tarrant County, State of Texas, all of that certain strip or parcel of land for right of way required for the approved new location survey of the Kellis Street extension to Mansfield Cardinal, over and across a 48.16 acre tract of land out of the Wm. Hicks Survey, heretofore conveyed to A.D. Dickson by L.M. Vance by deed dated Nov. 29, 1911 and recorded in Vol. 402, Page 41, Tarrant County Deed Records; said strip or parcel of land being more particularly described as follows;

Beginning at a point in the Northeasterly right of way line of the Houston and Texas Central Rail Road, said point being 2655.7 feet east and 123 feet North of the Southwest corner of the Wm. Hicks Survey;

Thence North 86° 17' East, 208.1 feet to the beginning of a curve to the right, having a radius of 5769.65 feet;

Thence along said curve 292.4 feet to the Southwesterly right of way line of the Old Fort Worth - Mansfield Road;

Thence South 45° 36' East, along said right of way line of the Old Fort Worth - Mansfield Road, 114.7 feet;

half of George S. Van Schaick, as Superintendent of insurance of the State of New York, as Liquidator of the National Surety Company, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 8th day of April A. D. 1935

Harriett G. Bealer

Notary Public, New York, County New York

(Harriett, G. Bealer)

Notary Public

Kings County Clerk's No. 606

Kings County Register's No. 7135

Cert. filed in N.Y. No. Clerk's No. 233

New York Co Register's No. 7-B-137

Commission expires March 30, 1937

FILED FOR RECORD JULY 11 1935 at 3:25 P.M.

RECORDED JULY 23 1935 at 11:40 A.M.

J. W. "Happy" Shelton, County Clerk

BY *Catherine M. Knight* DEPUTY Tarrant County, Texas

#11132

*R/E*

R. E. GLOVER

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

That I, R. E. Glover, a single man, of the County of Tarrant, State of Texas, for and in consideration of the sum of \$125.00 to me in hand paid by Tarrant County, acting through the Commissioners court, receipt of which is hereby acknowledged, have this day sold, and by these presents grant, bargain, sell and convey unto Tarrant County, State of Texas, one strip of land fifteen feet in width as hereinafter described for the approved new location of Kellis Street, County Project No. 1032, said strip being more particularly described as follows:

The south 15 feet of lots 20, 21, 22, 23 and 24, in block 5, of Vickery acres, an addition to the city of Fort Worth, Tarrant County, Texas.

To have and to hold the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Tarrant County, and its assigns forever; PROVIDED however, and upon the express condition that said Tarrant County shall within the period of two years from date of this deed construct upon said Kellis Street a hard surface public roadway twenty feet in width, extending from

1253/460

Hemphill Street to State Highway No. 34, and in the event grantee herein or its assigns shall fail to erect and construct said hard surface roadway within said two year period, such failure shall operate to defeat title to said property and the grantor herein shall immediately automatically be reinvested with the fee simple title to the property herein conveyed.

Executed this the 8th day of July A. D. 1935

R. E. Glover

STATE OF TEXAS |  
COUNTY OF TARRANT |

BEFORE ME, the undersigned authority on this day personally appeared R. E. Glover, and 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 July A. D. 1935

E. J. Henderson

L. S.

Notary Public, Tarrant County, Texas

FILED FOR RECORD JULY 11 1935 at 3:40 P. M.

RECORDED JULY 23 1935 at 11:50 A.M.

BY *Catherine Mc Knight* DEPUTY

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

#11134

*2/3*

W. BEESON ET UX |  
TO: EXTENSION | STATE OF TEXAS | KNOW ALL MEN BY THESE PRESENTS:  
TO: TARRANT COUNTY | COUNTY OF TARRANT |

That we, W. Beeson and wife, Mrs. Willie E. Beeson, of the County of Tarrant, State of Texas, for and in consideration of the sum of Fifty no/100 (\$50.00) dollars, to us in hand paid by Tarrant County, in cash, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto said Tarrant County, State of Texas;

*All of that certain strip or parcel of land for right of way required by the approved new location survey of Rosedale Street Extension over and across the north end*

All of that certain strip or parcel of land for right of way required by the approved new location survey of Rosedale Street Extension over and across the north end

THE STATE OF TEXAS     §  
COUNTY OF TARRANT     §

71578 (12)

KNOW ALL MEN BY THESE PRESENTS:

That Herbert L. Schwarz and Nat L. Myers, dba Schwarz and Myers Realty Company, a partnership, of Tarrant County, Texas, for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration, receipt of which is acknowledged and confessed, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said City of Fort Worth all those certain lots, tracts or parcels of land situated in Tarrant County, Texas, and being more particularly described as follows:

Being a parcel of land containing 5,062 square feet off the south side of Lots 12, 13 and 14, Block 4 Vickery Acres Addition to the City of Fort Worth, as recorded in Volume 774, Page 97 of the deed records of Tarrant County, Texas, and being more fully described as follows.

BEGINNING at the original southeast corner of said Lot 14. Said corner being on the north line of Seminary Drive.

THENCE south 89 degrees 42 minutes west along the south line of said Block 4 and the north line of Seminary Drive a distance of 289.6 feet to a point. Said point being the beginning of a curve to the right whose center bears north 0 degrees 18 minutes west a distance of 40.5 feet.

THENCE along the arc of said curve to the right a distance of 35.7 feet to a point on the arc of said curve.

THENCE north 89 degrees 42 minutes east along a line 15 feet north of and parallel to the north line of Seminary Drive and the south line of said Block 4 a distance of 321 feet to a point in the east line of said Lot 14.

THENCE south 0 degrees 17 minutes west along the east line of said Lot 14 a distance of 15 feet to the place of beginning and containing 5,062 square feet of land more or less.

4116/212

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 Herbert L. Schwarz and Nat L. Myers do hereby bind themselves, their heirs, executors, administrators and assigns, 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.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas, this 20<sup>th</sup> day of AUGUST, A. D. 1965.

Herbert L. Schwarz  
Herbert L. Schwarz  
Nat L. Myers  
Nat L. Myers

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared Herbert L. Schwarz, 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 20<sup>th</sup> day of AUGUST, A. D. 1965.



Jack B. Hart  
Notary Public in and for Tarrant County, Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared Nat L. Myers, 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 20<sup>th</sup> day of AUGUST, A. D. 1965.



Jack B. Hart  
Notary Public in and for Tarrant County, Texas

Filed for Record SEP 14 1965 at 1:45 P.M.  
And Recorded SEP 17 1965 at 4:08 P.M.  
Instrument No. 71578

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

By [Signature] Deputy

Cause No. 63815

COUNTY COURT AT

In \_\_\_\_\_ Court

No. X

TARRANT COUNTY, TEXAS

City of Fort Worth

Plaintiff

vs:

Mrs. Claude A. Bellinger, formerly  
Thelma A. Williams

Defendant

Action for Condemnation

Costs Secured by

File Docket 209 Page 314

File Box

Date Filed 7-18 1966

W. C. "RED" COWEN Clerk.

Johnson & White  
Piff. Atty.

Deft. Atty.

CITY OF FORT WORTH

§ CONDEMNATION PROCEEDINGS BEFORE  
DREW S. CLIFTON, JUDGE OF THE  
§ COUNTY COURT AT LAW OF TARRANT  
COUNTY, TEXAS

VS.

MRS. CLAUDE A. BILLINGS, FORMERLY  
THELMA A. WILLIAMS, ET AL.

§

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, hereinafter described as petitioner,  
and would respectfully show unto the Court the following:

1.

That your petitioner is complaining of Mrs. Claude A. Billings,  
formerly Thelma A. Williams, hereinafter described as defendant,  
who resides in Fort Worth, Tarrant County, Texas, (6469 Waverly  
Way).

2.

That your petitioner, 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 the City at an election duly  
and regularly held on the 11th day of December, A. D. 1924,  
pursuant to the power vested in the qualified voters of said  
City by the laws and Constitution of the State of Texas, and  
as such municipal corporation it is vested with the power and  
authority to appropriate private property by condemnation pro-  
ceedings and exercise all of the powers of eminent domain and  
particularly in connection with the opening, extending, widening,  
straightening and improving certain streets and thoroughfares  
in the City of Fort Worth, Tarrant County, Texas.

That it is necessary that your petitioner open, extend, widen, straighten and improve certain streets and thoroughfares in the City of Fort Worth, Tarrant County, Texas; and that in connection with such public improvement it is necessary and imperative that the following described lots, tracts or parcels of land situated in Tarrant County, Texas, be acquired in fee simple, said property being more particularly described as follows:

This parcel of land containing 1597.19 square feet of land herein described, being a portion of Lots 6 and 7, Block 5, Vickery Acres Addition, as recorded in Volume 2451, Page 452, of the Deed Records of Tarrant County, Texas, and being more fully described as follows:

BEGINNING on the north line of said Block 5, 251.9 feet west of the northeast corner of Lot 4, Block 5, being in the south line of Kellis Street (Seminary Drive);  
 THENCE in a westerly direction along the north line of Block 5 a distance of 103.0 feet to a point, said point being the intersection of an arc having a radius of 24 feet;  
 THENCE in a southerly direction along the arc of said 24 foot radius a distance of 16.13 feet to a point, said point being 15.0 feet south of the north line of Lot 6, Block 5;  
 THENCE In an easterly direction, 15.0 feet south of and parallel to the north line of said Lot 6, a distance of 108.04 feet to a point 22.9 feet west of the east line of said Lot 6;  
 THENCE in a northerly direction a distance of 15.0 feet to the place of beginning and containing 1597.19 square feet of land, more or less.

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

The City Council of the City of Fort Worth, the exercise of its sound discretion, deems it necessary and finds that public necessity requires that certain streets and thoroughfares in Tarrant County, Texas, be opened, widened, extended, 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 owner thereof for the property taken.

6.

Public necessity requires that the above described work be done in the opening, extending, widening, straightening and improving of said streets and thoroughfares, and in making such permanent improvements, 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 the 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 precedent to the making of such improvements have been done, have happened and have been performed in proper and lawful time, form and manner.

8.

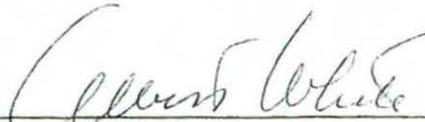
Continental Oil Company is claiming some right, title or interest in and to the property by reason of a lease from Thelma A. Williams, service upon said oil company may be had by serving E. C. Redd in Fort Worth, Tarrant County, Texas, (1104 Continental Life Building); that Loy Oil Company is

claiming some right, title or interest in and to the property by reason of sub-lease from Continental Oil Company, service upon said oil company may be had by serving Josh W. Davis, in Fort Worth, Tarrant County, Texas, (621 W. Cheryl Avenue).

9.

Your petitioner and the owners of the hereinabove described property have been unable to agree upon the value of the said land and further your petitioner and said owners have been unable to agree upon the names of three disinterested freeholders 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 the property herein described and the damages to the remaining property of the defendants, if any, by virtue of the taking and use of the property as herein set out, and for a decree of condemnation vesting in petitioner fee simple 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 changes and improvements above described, for costs of suit, and for such other and further relief, both general and special, as petitioner may be entitled under the law.

  
S. G. JOHNDROE, JR.  
City Attorney  
ALBERT WHITE  
Assistant City Attorney

Attorneys for Petitioner  
CITY OF FORT WORTH  
1000 Throckmorton Street  
Fort Worth, Texas 76102

CITY OF FORT WORTH	§	IN THE COUNTY COURT AT LAW
	§	
VS.	§	
	§	OF
MRS. CLAUDE A. BILLINGS,	§	
FORMERLY THELMA A. WILLIAMS,	§	
ET AL	§	TARRANT COUNTY, TEXAS

MOTION FOR JUDGMENT

Now comes the petitioner, City of Fort Worth, plaintiff in the above numbered and entitled cause and would show the Court the following:

That on the 18th day of July, A. D. 1966, the application or statement in writing of the City of Fort Worth was filed with the Judge of the County Court at Law of Tarrant County, Texas, to assess the value of the fee simple absolute title to the following described lot, parcel, or tract of land situated in Tarrant County, Texas for street purposes, said tract being more particularly described as follows:

This parcel of land containing 1597.19 square feet of land herein described, being a portion of Lots 6 and 7, Block 5, Vickery Acres Addition, as recorded in Volume 2451, Page 452, of the Deed Records of Tarrant County, Texas, and being more fully described as follows:

BEGINNING on the north line of said Block 5, 251.9 feet west of the northeast corner of Lot 4, Block 5, being in the south line of Kellis Street (Seminary Drive);

THENCE in a westerly direction along the north line of Block 5 a distance of 103.0 feet to a point, said point being the intersection of an arc having a radius of 24 feet;

THENCE in a southerly direction along the arc of said 24 foot radius a distance of 16.13 feet to a point, said point being 15.0 feet south of the north line of Lot 6, Block 5;

THENCE in an easterly direction, 15.0 feet south of and parallel to the north line of said Lot 6, a distance of 108.04 feet to a point 22.9 feet west of the east line of said Lot 6;

THENCE in a northerly direction a distance of 15.0 feet to the place of beginning and containing 1597.19 square feet of land, more or less.

that thereafter, Mrs. Claude A. Billings, formerly Thelma A. Williams, Continental Oil Company and Loy Oil Company, who own or claim some character of interest in and to said tract, were duly and legally notified, as required by law, and in strict compliance with the applicable provisions of Articles 3264-3271, inclusive, of the Revised Civil Statutes of Texas, of the time and place of the meeting, that a hearing was held on the 29th day of July, A. D. 1966, before the special commissioners, Joe H. Edwards, John S. Davis and F. C. Richey, who were duly and legally appointed by the Court on the 18th day of July, A. D. 1966; that after fully hearing and considering all of the evidence as to the value of the fee simple absolute title to the hereinabove described tract, the said special commissioners and disinterested freeholders of Tarrant County, Texas found that the total value of said hereinabove described tract was in the sum of Seven Thousand Five Hundred Dollars (\$7,500.00); that the special commissioners found that the amount due Thelma A. Billings for her right title and interest in and to the hereinabove described tract was One Thousand Dollars (\$1,000.00); that the special commissioners further found that the total sum due the Continental Oil Company for damages to its right, title and interest in and to the hereinabove described tract was Six

Thousand Five Hundred Dollars (\$6,500.00); that the special commissioners further found that the amount due Loy Oil Company for its right, title and interest in and to the hereinabove described tract was None Dollars (\$0); that said decision and award of the special commissioners was reduced to writing and all costs were adjudged against the City of Fort Worth; that on or about the 29th day of July, A. D. 1966, said award of the special commissioners was filed with the Judge of the County Court at Law and the amount of the award was thereafter deposited into the registry of the Court on the 16th day of August, A. D. 1966; that the Loy Oil Company appealed the decision and award of the special commissioners and filed its objections with the Judge and the Clerk of the County Court at Law within the time allowed by law; that Mrs. Claude A. Billings withdrew her award in the amount of One Thousand Dollars (\$1,000.00) from the registry of the Court on October 4, 1966 and disclaimed any further interest in the prosecution of any appeal in said proceeding by any party; that the Continental Oil Company withdrew its award in the amount of Six Thousand Five Hundred Dollars (\$6,500.00) from the registry of the Court on July 10, 1967; that no citation of the objections filed by Loy Oil Company has been served upon petitioner and that the remaining active defendants, Loy Oil Company and Continental Oil Company have failed to prosecute the appeal from the award of the special commissioners with diligence; that the defendants have abandoned their objections two and one-half (2-1/2) years after filing same as a matter of law.

WHEREFORE, petitioner moves the Judge of the County Court at Law of Tarrant County, Texas, in accordance with Section 7 of Article 3266, of the Revised Civil Statutes of Texas, as amended, to render an order dismissing the objections of Loy Oil Company to the award and render a judgment causing said decision and award of the commissioners on file herein to be recorded in the Minutes of the County Court at Law, making the same the judgment of the Court, and by said order and decree vesting in petitioner the fee simple absolute title to the hereinabove described tract.

Respectfully submitted,

*S. G. Joindroe, Jr.*

---

S. G. JOINDROE, JR.  
City Attorney

JOHN R. THOMPSON, JR.  
KENNETH CHESNUTT  
Assistant City Attorneys

Attorneys for Petitioner,  
CITY OF FORT WORTH  
1000 Throckmorton Street  
Fort Worth, Texas 76102

88488 -125

THE STATE OF TEXAS  
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT I, D. M. McAnulty, a single man,

(hereinafter called grantor whether one or more) for and in consideration of  
TEN AND NO/100 ----- DOLLARS  
CASH ~~in grantor's hand and pay to~~ and other valuable considerations to me in hand paid by  
City of Fort Worth, a municipal corporation,  
all of  
(hereinafter called grantee whether one or more), the receipt of which is hereby acknowledged.



have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said grantee all that certain land situated in the County of Tarrant, State of Texas, and described as

Being a portion of Lots 5 and 6, Block 5, Vickery Acres Addition, as recorded in Volume 2188, Page 539, of the Deed Records of Tarrant County, Texas, and being more fully described as follows:

BEGINNING at a point in the north line of said Block 5, 251.9 feet west of the northeast corner of Lot 4, Block 5;  
THENCE in an easterly direction along the north line of said Block 5, a distance of 44.0 feet to a point 22.1 feet east of the northwest corner of said Lot 5;  
THENCE in a southerly direction, parallel with the west line of said Lot 5, a distance of 15.0 feet to a point;  
THENCE in a westerly direction, parallel with the north line of Lots 5 and 6 of said Block 5, a distance of 22.1 feet to the east line of Lot 6, continuing west 21.9 feet west of the east line of said Lot 6, in all a distance of 44.0 feet to a point;  
THENCE in a northerly direction a distance of 15.0 feet to the place of beginning and containing 660.0 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 grantee and the heirs, successors, or assigns of said grantee forever. And grantor does hereby bind the grantor and the heirs, executors, administrators, and successors of said grantor to warrant and forever defend all and singular the said premises unto the said grantee and the heirs, assigns, and successors of said grantee against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

This property is conveyed subject to covenants, conditions, restrictions, exceptions, easements, leases, and reservations of whatsoever nature of record, if any, and also to the zoning laws and other restrictions, regulations, ordinances or statutes of municipal or other governmental authorities.

All taxes have been prorated to the date of this deed and grantee assumes payment of taxes for the current year.

EXECUTED this the 29th day of October, A. D. 1965.

D. M. McAnulty

THE STATE OF TEXAS  
County of Tarrant

BEFORE ME, the undersigned authority, on this  
day personally appeared

D. M. McAnulty, a single man,

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 29th day

of October, A. D. 1965.

Notary Public, Betty J. Northrup, Tarrant County, Texas.

4139/417

Filed for Record NOV 8 1965  
 And Recorded NOV 17 1965 at 1:25 PM  
 Instrument No. 88489  
 W. C. "RED" COWEN, County Clerk  
 Tarrant County, Texas  
 By S. K. Miller Deputy

Prepared by the San Antonio Bar Association for use by lawyers only. 12/61-5M  
**NOTICE** To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

88489 - 125  
**RELEASE OF LIEN**

THE STATE OF ~~TEXAS~~ OHIO }  
 COUNTY OF FRANKLIN } KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, of the County of Franklin, Ohio, and State of Texas, the legal and equitable owner and holder of one certain promissory note in the principal sum of Five Thousand and 00/100 - - - - - Dollars (\$ 5,000.00 ) dated April 9, 1953, executed by D. M. McNulty, a single man, payable to the order of The Columbus Mutual Life Insurance Company, more fully described in a deed of trust, duly recorded in Vol. 1002 page 457 of the deed of trust Records of Tarrant County, Texas; said note being secured by deed of trust against the following described property, to-wit:

All that certain land situated, lying and being in the County of Tarrant, State of Texas, and known as part of Block 5, of Vickery Acres Addition to the City of Fort Worth, in Tarrant County, Texas, and described by metes and bounds as follows:

Beginning at a point in the north line of said Block 5 and the South line of Kellis Avenue (formerly Wylie Street) 251.9 feet west of the northeast corner of Lot 4 in said Block; Thence south along the east line of a tract conveyed by A. J. McQuerry and wife to A. L. Adair by deed dated November 26, 1945, and recorded in Book 1764, at Page 63, of the Deed Records of Tarrant County, Texas, to a point in the north line of State Highway No. 34; Thence southeasterly along the north line of said Highway 50 feet; Thence north parallel with the east line of said Adair tract to a point in the south line of Kellis Avenue; Thence west along said south line of Kellis Avenue to the place of beginning.

for and in consideration of the full and final payment of said note, the receipt of which is hereby acknowledged, have released and discharged, and by these presents do hereby release and discharge, the above described real property from any and all liens held by the undersigned.

EXECUTED this the 6th day of November, A. D. 19 63  
 THE COLUMBUS MUTUAL LIFE INSURANCE COMPANY,  
 By: Donald J. Hoskins, Vice President  
 By: D. E. Ball, Treasurer

THE STATE OF ~~TEXAS~~ OHIO }  
 COUNTY OF FRANKLIN }  
 Before me, the undersigned authority, on this day personally appeared Donald J. Hoskins, Vice President and D. E. Ball, Treasurer of The Columbus Mutual Life Insurance Company, known to me to be the persons and officers whose names subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said The Columbus Mutual Life Insurance Company corporation, and that they 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 6th day of November, A. D. 19 63  
Ann Reedy  
 Notary Public in and for Franklin County, Texas Ohio  
 My commission expires September 21, 1964.



SEP 9 1965  
SEP 15 1965

10581

*[Signature]*

Deputy

125—WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,

70382-150  
Know All Men by These Presents:

County of Tarrant,

That The Citizens National Bank in Abilene, Trustee for the Gay Lynn Underwood Trust No. One and Two and the Gary Wayne Underwood Trust No. One and Two,

of the County of Taylor 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 ft in hand paid by

City of Fort Worth, a municipal corporation

as follows:

All cash in hand paid by the Grantee herein, 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 situated in Tarrant County, Texas, and described as follows:

Being a parcel of land containing 3119 square feet of land off the North line of Lots 4 and 5, Block 5, VICKERY ACRES ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Volume 774, page 97, of the Deed Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 4;

THENCE South with the East line of Lot 4, a distance of 15 feet;

THENCE West 15 feet South of and parallel to the North line of said Lots 4 and 5, a distance of 207.9 feet;

THENCE North a distance of 15 feet to a point in the North line of said Lot 5, which lies 22.1 feet East of the Northwest corner of said Lot 5;

4114/397

THENCE East with the North line of said Lots 4 and 5, a distance of 207.9 feet to the place of beginning and containing 3119 square feet of land.

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

This is a correction deed given in lieu of and for the purpose of correcting the described of the property from the Grantor herein to Grantee herein dated September 16, 1960, recorded in Vol. 3486, page 560, of the Deed Records of Tarrant County, Texas, in which original deed the Block Number of said property was inadvertently omitted.

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 it does hereby bind itself, its successors, 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.

EXECUTED

at Abilene, Texas

this 16th day of September 19 60.

~~XXXXXXXXXXXXXXXXXXXX~~

THE CITIZENS NATIONAL BANK IN ABILENE  
Trustee for the Gay Lynn Underwood  
Trust No. One and Two and the Gary  
Wayne Underwood Trust No. One and Two

ATTEST:

By *J. L. Hollingshead*  
Asst. Cashier

By *John A. Liddle*  
Vice-President & Trust Officer

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF Taylor

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared *John A. Liddle* President & Trust Officer of The Citizens National Bank in Abilene, Trustee for the Gay Lynn Underwood Trust No. One & Two and the Gary Wayne Underwood Trust No. One & Two whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said The Citizens National Bank in Abilene, Trustee as aforesaid

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 8th day of September A. D. 19 65

*Gaylon McKelvey*  
Notary Public in and for Taylor County, Texas

214 The Oaks Company, Publishers - Dallas

Filed for Record SEP 9 1965  
And Recorded SEP 15 1965  
Instrument No. 70382

*John A. Liddle*  
J. A. Liddle  
County Clerk  
Tarrant County, Texas  
Disputy

The State of Texas,  
County of TARRANT

50079 125

Know All Men by These Presents:

That we, LEO W. CROWDER and wife, MARY JO CROWDER,

of the County of Tarrant, State of Texas, for and in consideration  
of the sum of TEN AND NO/100 (\$10.00) DOLLARS  
CASE, and other good and valuable consideration,  
to us in hand paid by CITY OF FORT WORTH, a municipal corporation,  
the receipt of which is hereby acknowledged,

as follows:



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, to-wit: Being a parcel of land con-  
taining 2,530 square feet off the North end of Lots 2 and 3, Block 5,  
VICKEY ACRES ADDITION to the City of Fort Worth, Tarrant County, Texas,  
according to plat recorded in Vol. 1771, page 27, of the Deed Records of  
Tarrant County, Texas, and more fully described as follows:  
beginning at the Northwest corner of Lot 3, Block 5, VICKEY ACRES ADDI-  
TION to the City of Fort Worth, Tarrant County, Texas;  
thence East with the North line of Lots 3 and 2, said Block 5, a distance  
of 168.7 feet;  
thence South a distance of 15 feet;  
thence East 15 feet South of and parallel to the North line of said Lots  
2 and 3, a distance of 168.7 feet;  
thence North with the West line of said Lot 3, a distance of 15 feet to  
the place of beginning; and containing 2,530 square feet of land.

Grantee herein assumes payment of taxes for the year 1960

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

WITNESS our hands at Fort Worth, Texas,  
this 29th day of JULY 19 60.

Witnesses at Request of Grantor:

Leo W. Crowder  
Mary Jo Crowder

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 Leo W. Crowder, 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 1<sup>st</sup> day of August A. D. 1960.

(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 Mary Jo Crowder, wife of Leo W. Crowder, 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 Mary Jo Crowder, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of August A. D. 1960.

(L. S.)

Notary Public in and for TARRANT County, Texas

Filed for Record AUG 8 1960 555P

And Recorded AUG 11 1960 336P

Instrument No 57079 MELVIN MEL FAULK County Clerk Tarrant County, Texas

By [Signature] Deputy

197-RELEASE OF LIEN

The State of Texas, }  
County of TARRANT

Know All Men by These Presents:

That in consideration of the satisfactory partial payment in full according to the face and tenor thereof, of one certain promissory note dated September 19, 1955, in the original principal sum of \$500.00, executed by Leo W. Crowder and wife, Mary Jo Crowder, payable to the order of P. P. Gilchrist, due and payable in monthly installments of principal and of interest in the amount of \$50.00 each, as therein provided; said note being secured by the vendor's lien retained in deed of ever date therewith from P. P. Gilchrist to Leo W. Crowder et ux, recorded in Vol. 2910, page 293, of the Deed Records of Tarrant County, Texas, and

described in a certain deed of trust executed by Leo W. Crowder et ux to E. J. Spiller, Trustee, dated the 19th day of September, 1955 and recorded in Vol. 1220, on page 2, of the records of deeds of trust of Tarrant County, Texas

of AUN LORA GILCHRIST, a widow, the owner and holder of said note, do hereby release the vendor's and deed of trust lien shown by said instrument to exist upon the following described property, to secure payment of said note, viz:

The North 15 feet of the West 50 feet of LOT 3, BLOCK 5, VICKERY ACRES ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Vol. 774, page 97, of the Deed Records of Tarrant County, Texas;

This is a partial release, intended to release the lien existing upon the above described tract of land only, and nothing herein contained shall be construed as releasing or in any manner affecting the validity of the lien existing upon the remainder of the property described in said deed and deed of trust not heretofore released.

THE STATE OF TEXAS- §  
COUNTY OF TARRANT §

47155-100  
Special  
KNOW ALL MEN BY THESE PRESENTS:

That I, Maude L. Berry, joined by my husband, James C. Berry, of the County of Tarrant and State of Texas, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to me in hand paid by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said City of Fort Worth, a municipal corporation of Tarrant County, Texas, out of my separate property and estate, all that certain lot, tract and parcel of land lying and being situated in Tarrant County, Texas, described as follows:

A tract of land 15 feet by 380 feet out of Vickery Acres Addition to the City of Fort Worth, Tarrant County, Texas, and being further described as the South 15 feet of Lot 1, Block 4, Vickery Acres Addition to the City of Fort Worth, Tarrant County, Texas, and the South 15 feet of the 50 foot strip or tract adjoining Lot 1, Block 4, Vickery Acres Addition, to the east, and formerly known as Jackson Street, being the same and identical property conveyed to Maude L. Berry by the City of Fort Worth as her separate property and estate by instrument dated July 3, 1957, recorded in Vol. 3125 at page 183, 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 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 our hands at Fort Worth, Texas, this 6 day of August, A. D. 1957.

Maude L. Berry  
James C. Berry

STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State and County aforesaid, on this day personally appeared James C. Berry and Maude L. Berry, 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 Maude L. Berry, wife of the said James C. Berry, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Maude L. Berry, 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 6 day of August, A. D. 1957.

  
Notary Public in and for Tarrant  
County, Texas

Filed for Record

AUG 8 1957

11:56 A.M.

And Recorded

AUG 8 1957

2:03 P.M.

Instrument No. 15715 6

MELVIN WELLS, County Clerk,  
Tarrant County, Texas

 Deputy

Filed for Record MAY 23 1966 at 4:40 P.M.  
And Recorded MAY 26 1966 at 8:25 P.M.  
Instrument No. 39734 W. C. "RED" COWEN, County Clerk  
Tarrant County, Texas  
By *D. Foster* Deputy

THE STATE OF TEXAS § 39735 2 <sup>5c</sup>  
COUNTY OF TARRANT §

WHEREAS, Covey-Kersnick-Childress Realty Corporation is the true and legal owner of the hereinafter described property; and,

WHEREAS, Worth Food Markets executed and delivered a General Warranty Deed to Covey-Kersnick-Childress Realty Corporation; and,

WHEREAS, the deed which conveyed the subject property from Worth Food Markets to Covey-Kersnick-Childress Realty Corporation was never recorded in the Deed Records of Tarrant County, Texas, and has been misplaced and cannot be located; and,

WHEREAS, it is necessary that the City of Fort Worth acquire the hereinafter described property, which is a portion of the land that was conveyed to Covey-Kersnick-Childress Realty Corporation by Worth Food Markets, for the purpose of opening, extending, widening, straightening and improving Seminary Drive, a public street and thoroughfare in the City of Fort Worth, Tarrant County, Texas; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS:

That Covey-Kersnick-Childress Realty Corporation of Tarrant County, Texas, acting by and through its duly authorized <sup>Sec-Sun.</sup> president, *A. A. Sullivan*, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged and confessed, has Granted, Sold and Conveyed, and by these presents, does Grant, Sell and Convey unto the City of Fort

4217/48

Worth, a municipal corporation of Tarrant County, Texas, all these certain lots, tracts or parcels of land situated in Tarrant County, Texas, and being more particularly described as follows:

A parcel of land being a portion of Lots 1, 2 and 18, Block 5, Vickery Acres Addition as recorded in Volume 2261, Page 282, of the Deed Records of Tarrant County, Texas, and being more fully described as follows:

BEGINNING at the northeast corner of said Lot 18, Block 5, Vickery Acres Addition, said corner being in the southerly right-of-way line of Seminary Drive and the westerly right-of-way line of Wichita Street with iron pin for corner;

THENCE in a southerly direction along the east line of said Lot 18 a distance of 14.6 feet to a point;

THENCE in a westerly direction 14.6 feet south of and parallel to the north line of said Lots 1, 2 and 18 of Block 5, a distance of 175.0 feet to a point 10.0 feet west of the west line of said Lot 1, Block 5;

THENCE in a northerly direction 175.0 feet west of and parallel to the east line of said Lot 18 a distance of 14.6 feet to a point in the north line of said Lot 2, Block 5;

THENCE in an easterly direction along the north line of said Block 5 a distance of 175.0 feet to the place of beginning and containing 2555.0 square feet of land, more or less.

A parcel of land being a portion of Lot 2, Block 5, Vickery Acres Addition, as recorded in Volume 2281, Page 157 of the Deed Records of Tarrant County, Texas, and being more fully described as follows:

BEGINNING at a point in the north line of said Lot 2, said point being 10.0 feet west of the northeast corner of said Lot 2;

THENCE in a southerly direction 10.0 feet west of and parallel to the east line of said Lot 2, a distance of 14.6 feet to a point;

THENCE in a westerly direction 14.6 feet south of and parallel to the north line of said Lot 2 a distance of 51.3 feet to a point;

THENCE in a northerly direction a distance of 14.6 feet to a point in the north line of said Lot 2, 61.3 feet west of the northeast corner of said Lot 2;

THENCE in an easterly direction along the north line of said Lot 2, a distance of 51.3 feet to the place of beginning and containing 748.98 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 to the said City of Fort Worth, its successors and assigns, forever. And it does hereby bind itself, its successors and assigns, 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.

IN WITNESS THEREOF, this instrument is executed at Fort Worth, Texas, this 10 day of May, A. D. 1966.

COVEY-KERSNICK-CHILDRESS REALTY CORPORATION

BY H. O. Childress  
President

ATTEST:

H. O. Childress  
Secretary

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State and County aforesaid on this day personally appeared H. O. Childress, Sec. - TREAS., president of Covey-Kersnick-Childress Realty Corporation, 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 Covey-Kersnick-Childress Realty Corporation, 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 10<sup>th</sup> day of May, A. D. 1966.

Jack B. Lenth  
Notary Public in and for Tarrant  
County, Texas

Filed for Record MAY 23 1966

at 7:40 a.m.

And Recorded MAY 26 1966

at 9:26 a.m.

Instrument No. 39735

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

By D. Lute Deputy

NEW MEXICO  
THE STATE OF TEXAS §  
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That Shop Ritè Foods, Inc., a New Mexico corporation, acting by and through its duly authorized president, Herbert Wilcox, for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it in hand paid by the City of Fort Worth, a municipal corporation, receipt of which is acknowledged and confessed, does by these presents bargain, sell, release and forever quitclaim unto the said City of Fort Worth, its successors and assigns, all its right, title and interest in and to the following described lots, tracts or parcels of land situated in Tarrant County, Texas, and being more particularly described as follows:

A parcel of land being a portion of Lots 1, 2 and 18, Block 5, Vickery Acres Addition as recorded in Volume 2261, Page 282, of the Deed Records of Tarrant County, Texas, and being more fully described as follows:

BEGINNING at the northeast corner of said Lot 18, Block 5, Vickery Acres Addition, said corner being in the southerly right-of-way line of Seminary Drive and the westerly right-of-way line of Wichita Street with iron pin for corner;

THENCE in a southerly direction along the east line of said Lot 18, a distance of 14.6 feet to a point;

THENCE in a westerly direction 14.6 feet south of and parallel to the north line of said Lots 1, 2 and 18, of Block 5, a distance of 175.0 feet to a point 10.0 feet west of the west line of said Lot 1, Block 5;

THENCE in a northerly direction 175.0 feet west of and parallel to the east line of said Lot 18 a distance of 14.6 feet to a point in the north line of said Lot 2, Block 5;

THENCE in an easterly direction along the north line of said Block 5 a distance of 175.0 feet to the place of beginning and containing 2555.0 square feet of land, more or less.

A parcel of land being a portion of Lot 2, Block 5, Vickery Acres Addition, as recorded in Volume 2281, Page 157 of the Deed Records of Tarrant County, Texas, and being more fully described as follows:

BEGINNING at a point in the north line of said Lot 2, said point being 10.0 feet west of the northeast corner of said Lot 2;  
THENCE in a southerly direction 10.0 feet west of and parallel to the east line of said Lot 2, a distance of 14.6 feet to a point;  
THENCE in a westerly direction 14.6 feet south of and parallel to the north line of said Lot 2 a distance of 51.3 feet to a point;  
THENCE in a northerly direction a distance of 14.6 feet to a point in the north line of said Lot 2, 61.3 feet west of the northeast corner of said Lot 2;  
THENCE in an easterly direction along the north line of said Lot 2, a distance of 51.3 feet to the place of beginning and containing 748.98 square feet of land, more or less.

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

Done at Fort Worth, Texas, on this 14<sup>th</sup> day of APRIL

A. D. 1966.

SHOP RITE FOODS, INC.

*Herbert Wilcox*  
President

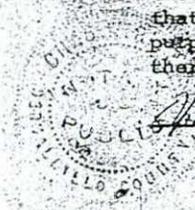
ATTEST:

*Frank L. Smith*  
Notary Secretary

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State and County aforesaid on this day personally appeared Herbert Wilcox, President of Shop Rite Foods, Inc., 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 Shop Rite Foods, Inc., a corporation; and that he executed the same as the act of such corporation for the purposes and consideration expressed therein, and in the capacity therein stated.

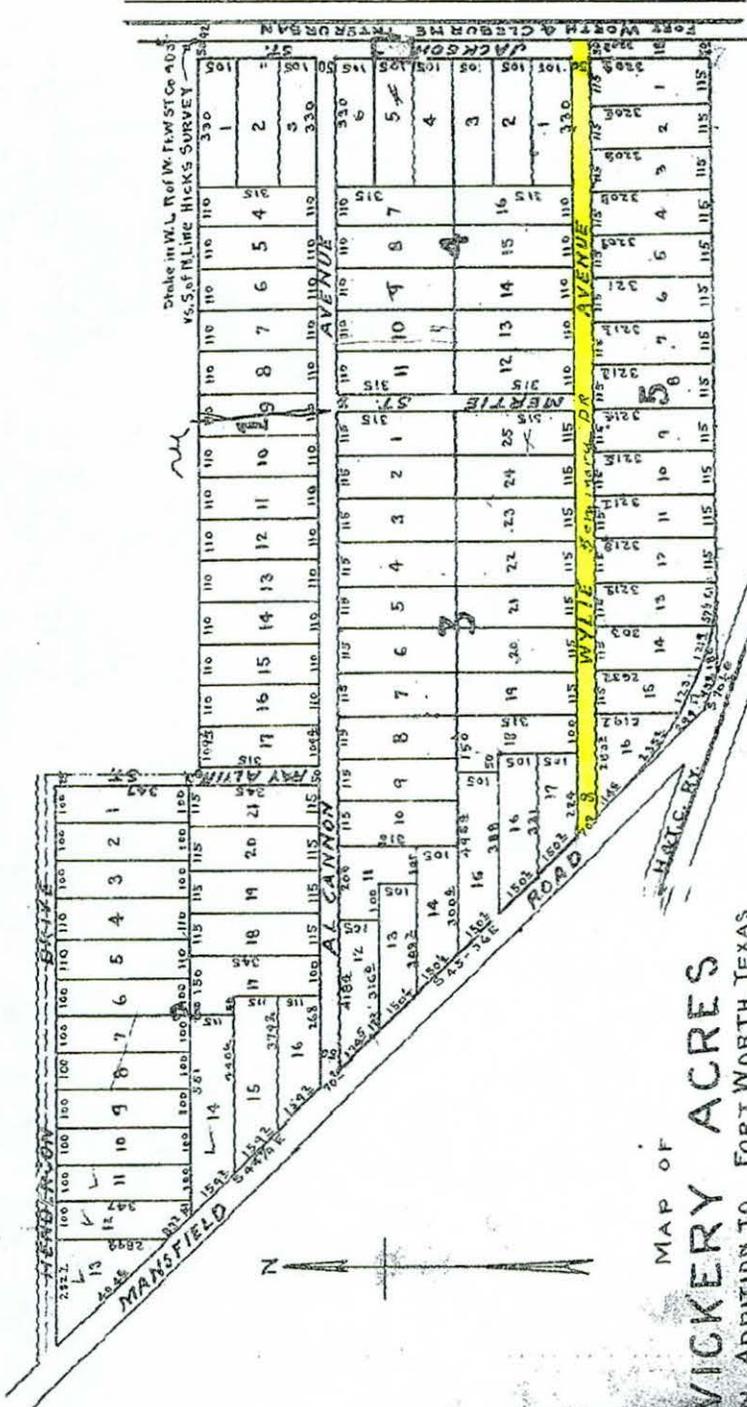
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14<sup>th</sup> day of April, A. D. 1966.



*Frank L. Smith*  
Notary Public in and for Tarrant County, Texas  
My Commission Expires Mar 12, 1970

Filed for Record MAY 23 1966 at 7:40 A.M.  
And Recorded MAY 26 1966 at 8:41 A.M.  
Instrument No. 39740  
W. C. "RED" COWEN, County Clerk  
Tarrant County, Texas  
By *D. L. Luster* Deputy

C. R. VICKERY, ET AL ) STATE OF TEXAS )  
) PLAT & DEDICATION )  
THE PUBLIC ) COUNTY OF TARRANT ) KNOW ALL MEN BY THESE PRESENTS:



MAP OF  
**VICKERY ACRES**  
 AN ADDITION TO FORT WORTH, TEXAS  
 Baker and Von Zuben  
 Surveyors.  
 1923  
 Scale: 1 in. = 200 ft.  
 (This scale, in. = 500 ft.)

That we, C. R. Vickery of Tarrant County, Texas, and Allie V. Brouse, joined by her husband, E. H. Brouse, of Dallas County, Texas, the owners of the following described real estate to-wit:

William Hicks Survey, lying and being situated in Tarrant County, Texas, and being a part of the situated a few miles Southeast of Fort Worth, Texas.

Beginning at the Southeast corner of the tract conveyed to Tarrant County by deed recorded in Vol. 438, page 558, Tarrant County Deed Records, a stake in the West line of right of way of the Fort Worth Southern Traction Co., 403-21/100 varas South of the North line of the said Hicks Survey; Thence West 700 varas to a stake, the Southwest corner of said 50 acre tract conveyed to Tarrant County; Thence North along the West line thereof, 144-8/10 varas to a stake; Thence West 558-2/10 varas to a stake in the Northeast line of the Road; Thence along said road line, South 44-1/4 East 434 varas and South 45 degrees and 36 minutes East 445-4/10 varas to a stake in the North line of right of way of the Ft. W. & N. O. Ry., 50 feet from track center; Thence along said line South 70-1/2 East 346 1/2 varas to a stake in the South line of the Hicks Survey; Thence East along said line 601-1/2 varas to the West line of right of way of said Ft. Worth Southern Traction Co.; Thence North along said line 491-4/10 varas to the place of beginning, and containing eighty-eight and one-half acres.

Do hereby certify the map hereunto attached as correctly representing our plan for subdividing said tract as above described, and hereby dedicate to the use of the public as highways all the streets shown on said map, except those marked "Reserved". But it is expressly understood and agreed that in the making of this dedication we reserve unto ourselves the right to control the use of said streets for the purpose of electric street railway lines, and laying of gas and water pipes, the erection over or under said streets of telephone or telegraph lines, it being the purpose and intent to dedicate the streets only for the use of the public for the purpose of traveling thereon, and that we shall control the right of use over, on or under same by any public utility of any character or kind and especially those above enumerated.

In Testimony Whereof, Witness our hands this 10th day of April, A. D.

1923.

ALLIE V. BROUSE,

H. W. BROUSE.

C. R. VICKERY.

STATE OF TEXAS )  
COUNTY OF DALLAS )

Before me, the undersigned authority on this day personally appeared E. H. Brouse and wife, Allie V. Brouse, 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 considerations therein expressed. And the said Allie V. Brouse, wife of E. H. Brouse, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 10th day of April, A. D.

1923.

ALLEN CLARK, NOTARY PUBLIC in and for  
Dallas County, Texas.

(L.S.)

STATE OF TEXAS )  
COUNTY OF TARRANT )

Before me the undersigned authority on this day personally appeared C. R. Vickery, 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 considerations therein expressed.

Given under my hand and seal of office this 7 day of May A.D. 1923.

H. L. HAMILTON, NOTARY PUBLIC  
in and for Tarrant County, Texas.

(L.S.)

FILED FOR RECORD MAY 7, 1923 AT 10:55 A. M.

RECORDED MAY 21, 1923 AT 9:00 A. M.

ED L. SORFELS, COUNTY CLERK,  
TARRANT COUNTY, TEXAS.

BY: *Nora Renee* DEPUTY.

.....

5.

File No. MF 112143

Dad

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 and 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 13<sup>th</sup> day of April, 2007, between Hoppenstein Properties, Inc., a Texas corporation, Lessor (whether one or more), whose address is P.O. Box 796023, Dallas, Texas 75379-6023, 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:

2.374 acres of land, more or less, being a portion of Lots 12, 13, 14 and 15, Block 4, out of the Vickery Acres Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated November 23, 1992, by and between Tarrant Bank, as Grantor, to Hoppenstein Properties, Inc., a Texas corporation, as Grantee, recorded in Volume 10856, Page 968, of the Official Public Records of Tarrant County, Texas.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal twenty-two and one half percent (22.5%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such twenty-two and one half percent (22.5%) part of such oil at the wells at of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty-two and one half percent (22.5%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty-two and one half percent (22.5%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products twenty-two and one half percent (22.5%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty-two and one half percent (22.5%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulfur 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 lessor's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

Revised on 9/26/2006

oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such other 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 Lessor's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

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

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

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

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

By: David Hoppenstein  
As President of Hoppenstein Properties, Inc., a Texas corporation

ACKNOWLEDGMENTS

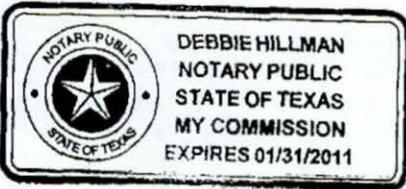
ORIGINAL

STATE OF TEXAS

COUNTY OF McLennan

This instrument was acknowledged before me on the 13<sup>th</sup> day of April, 2007

by David Hoppenstein as President of Hoppenstein Properties, Inc., a Texas corporation, on behalf of said corporation



Debbie Hillman  
Notary Public, State of Texas  
Notary's name (printed): Debbie Hillman  
Notary's commission expires: 1-31-2011

Revised on 9/26/2006



DALE RESOURCES  
2100 ROSS AVE  
STE 1870 LB-9  
DALLAS TX 75201  
Submitter: DALE RESOURCES LLC

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

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

Filed For Registration: 05/10/2007 10:01 AM  
Instrument #: D207162039  
LSE 3 PGS \$20.00

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



**D207162039**

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.5

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

THIS LEASE AGREEMENT is made this 6 day of October, 2009, by and between LFC Liquors, Inc., a Texas corporation whose address is 6009 Hillview Drive, Watauga, Texas 76148 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:

.517 acres of land, more or less, all Lot 1R, Block 4, of the Vickery Acres Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Cabinet B, Slide 985, of the Plat Records of Tarrant County, Texas.

In the County of Tarrant, State of TEXAS, containing .517 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-fourth (1/4) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be one-fourth (1/4) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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

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

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

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

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days

after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

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

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

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

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

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

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

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

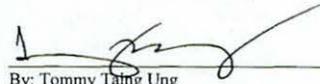
16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

**DISCLAIMER OF 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)

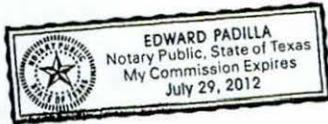
  
By: Tommy Taing Ung  
As: President and Director of LFC Liquors, Inc., a Texas corporation.

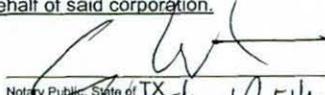
By: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TX  
COUNTY OF Tarrant

This instrument was acknowledged before me on the 6 day of September, 2009, by: Tommy Taing Ung as President and Director of LFC Liquors, Inc., a Texas corporation, on behalf of said corporation.



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

STATE OF  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_, 2009, by:

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

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES  
ATTN; ANN VANDENBERG  
2100 ROSS AVE STE 1870 LB-9  
DALLAS, TX 75201

Submitter: DALE RESOURCES LLC

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

Filed For Registration: 10/13/2009 3:38 PM

Instrument #: D209272856

LSE                      3                      PGS                      \$20.00

By: *Suzanne Henderson*

D209272856

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.

Prepared by: DNCLARK

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

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

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

THIS LEASE AGREEMENT is made this 24th day of July, 2008, by and between Willie A. Hudspeth, a married person, not joined herein by his spouse, as the property herein constitutes no part of his residential homestead, whose address is 623 Newton Street, Denton, Texas 76205 as Lessor, and DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas, Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

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

0.531 Acres of land, more or less, Being Lot 3R1, Block 5, Out of the Vickery Acres Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Revised Plat thereof recorded in Cabinet B, Slide 469, of the Plat Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing 0.531 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty-Five Percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be Twenty-Five (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 U.S. 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 production 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.

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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.

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LESSOR (WHETHER ONE OR MORE)

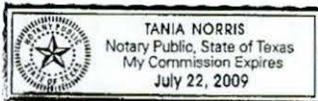
By: Willie A. Hudsouth

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

ACKNOWLEDGMENT

STATE OF Texas  
COUNTY OF Tarrant

This instrument was acknowledged before me on the 24<sup>th</sup> day of July, 2008, by: Willie A. Hudsouth



Tania Norris  
Notary Public, State of TX  
Notary's name (printed): Tania Norris  
Notary's commission expires: 7-22-09

STATE OF Texas  
COUNTY OF Tarrant

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

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



DALE RESOURCES LLC  
3000 ALTA MESA BLVD STE 300

FORT WORTH TX 76133

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: 08/06/2008 03:52 PM  
Instrument #: D208307773  
LSE 3 PGS \$20.00

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



**D208307773**

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OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
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Printed by: MC

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

THIS LEASE AGREEMENT is made this 7<sup>th</sup> day of June, 2010, by and between Bold Investments, LLC, A Texas limited liability company whose address is P.O. Box 551591, Dallas, Tx 75355 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:

.180 acres of land, more or less, being a portion of Lot 6 and 7, Block 5, of the Vickery Acres Addition, an addition to the City of Fort Worth, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 29<sup>th</sup> day of December, 2009, by and between Felix Osimiri, as Grantor, and Bold Investments, LLC, A Texas limited liability company, as Grantee, and recorded in Volume 774, Page 97, of the Deed Records of Tarrant County

in the County of Tarrant, State of TEXAS, containing .180 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

**DISCLAIMER OF 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)

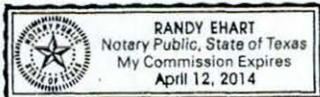
*Felix C. Osimiri*

By: Felix C. Osimiri  
As: Managing Member of Bold Investments, LLC., A Texas limited liability company.

**ACKNOWLEDGMENT**

STATE OF Texas  
COUNTY OF Tarrant

This instrument was acknowledged before me on the 17th day of June, 2010, by:



*Randy Ehart*  
Notary Public, State of TX  
Notary's name (printed):  
Notary's commission expires:

STATE OF Texas  
COUNTY OF Tarrant

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by:

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



**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 25 day of September, 2007, between R. T. Thomas and wife, Sheila Thomas, Lessor (whether one or more), whose address is 2137 Grand View Court, Cedar Hill, Texas 75104, 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:

.685 acres of land, more or less, being a part of Lots 9 and 10, Block 5, out of the Vickery Acres Addition, an addition to the City of Forest Hills, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated March 13, 2001, by and between Justin S. McCarty, Jr. and Elizabeth McCarty Allen, as Grantor, and R. T. Thomas and wife, Sheila Thomas, as Grantee, recorded in Volume 16500, Page 125, of the Deed 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

Revised on 12/27/2006

land, or 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 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.

R.T. Thomas  
R.T. Thomas

Sheila Thomas  
Sheila Thomas

ACKNOWLEDGMENTS

STATE OF TEXAS  
COUNTY OF TARRANT



This instrument was acknowledged before me on the 25<sup>th</sup> day of Sept, 2007.

by R.T. Thomas

Norma Marshall  
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 25<sup>th</sup> day of Sept, 2007.

by Sheila Thomas

Norma Marshall  
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

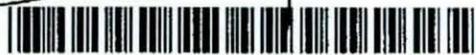
---

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: 10/31/2007 08:22 AM  
Instrument #: D207388744  
LSE 3 PGS \$20.00

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



**D207388744**

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.

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

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

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

THIS AGREEMENT made this 15 day of Nov, 2006, between 3024 East Seminary Group, LLC., Lessor (whether one or more), whose address is 3024 East Seminary Drive, Forest Hill, Texas 76119, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

6.471 acres of land, more or less, being Lots 13, 14, and 15, Block 20, out of the Trentman City, an addition to the City of Fort Worth, Tarrant County, Texas, and a portion of Lots 9 through 16, Block 5, out of the Vickery Acres Addition, an addition to the City of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated December 15, 1997, from That D-A Lubricant Company, Inc., as Grantor, to 3024 East Seminary Group, LLC., as Grantee, recorded in Volume 13017, Page 198, of the Official Public Records of Tarrant County, Texas.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal twenty-two and one half percent (22.5%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such twenty-two and one half percent (22.5%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty-two and one half percent (22.5%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty-two and one half percent (22.5%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products twenty-two and one half percent (22.5%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty-two and one half percent (22.5%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust 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 uninitiated 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 the 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. Lessee shall have no rights to drill, build, string pipe, store equipment or rights of any nature other than to recover oil, gas and other associated hydrocarbons by methods provided in this lease.

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

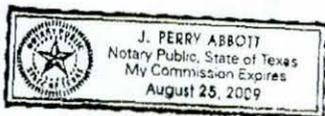
  
By: LEONARD GOODE  
As: PRESIDENT of 3024 East Seminary  
Group, LLC.

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 15th day of November, 2006,  
by Leonard Goode as President of 3024 East Seminary Group, LLC, a Texas corporation, on behalf of said corporation.



  
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: 03/22/2007 04:07 PM  
Instrument #: D207102057  
LSE 3 PGS \$20.00

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



**D207102057**

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.

## Exhibit A

Coordinating Map  
& Lease  
Number

- |   |                   |   |   |
|---|-------------------|---|---|
| 1 | Oil and Gas Lease | Christian Outreach Center of Fort<br>Lessor: Worth<br>Lessee: Dale Property Services, LLC<br>Recording Info: D208453320 | Bonus Per Acre: \$3,500.00<br>Acreage: 22.063 |
| 2 | Oil and Gas Lease | Lessor: Arden Haug Hanson<br>Lessee: Dale Property Services, LLC<br>Recording Info: D210116204                          | Bonus Per Acre: \$2,000.00<br>Acreage: 0.246  |
| 3 | Oil and Gas Lease | Lessor: Leonel & Yolanda Dominguez<br>Lessee: Dale Property Services, LLC<br>Recording Info: D209065387                 | Bonus Per Acre: \$3,500.00<br>Acreage: 0.915  |
| 4 | Oil and Gas Lease | Lessor: Alfred Dale Delaney<br>Lessee: Dale Resources, LLC<br>Recording Info: D207028913                                | Bonus Per Acre: \$1,500.00<br>Acreage: 0.362  |
| 5 | Oil and Gas Lease | Lessor: Noor Shan Enterprises Inc<br>Lessee: Dale Property Services, LLC<br>Recording Info: D209233677                  | Bonus Per Acre: \$2,000.00<br>Acreage: 0.946  |
| 6 | Oil and Gas Lease | Lessor: Hoppenstein Properties Inc<br>Lessee: Dale Property Services, LLC<br>Recording Info: D207162039                 | Bonus Per Acre: \$3,000.00<br>Acreage: 2.374  |
| 7 | Oil and Gas Lease | Lessor: LFC Liquors, Inc<br>Lessee: Dale Property Services, LLC<br>Recording Info: D209272856                           | Bonus Per Acre: \$2,000.00<br>Acreage: 0.517  |
| 8 | Oil and Gas Lease | Lessor: Willie A Hudspeth<br>Lessee: Dale Property Services, LLC<br>Recording Info: D208307773                          | Bonus Per Acre: \$15,019.21<br>Acreage: 0.531 |
| 9 | Oil and Gas Lease | Lessor: Bold Investments, LLC   |   |

Lessee: Dale Property Services, LLC  
Recording Info: D210143847

Bonus Per Acre: \$2,000.00  
Acreage: 0.18

10 Oil and Gas Lease

Lessor: RT and Sheila Thomas  
Lessee: Dale Property Services, LLC  
Recording Info: D207388744

Bonus Per Acre: \$3,000.00  
Acreage: 0.685

11 Oil and Gas Lease

Lessor: 3024 East Seminary Group, LLC  
Lessee: Dale Property Services, LLC  
Recording Info: D207102057

Bonus Per Acre: \$2,000.00  
Acreage: 3.631

61

File No. MF 112143

Lease

Date Filed: 2/18/11

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 112143

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

COBA

7.

File No. MF 112143

200 letter

Date Filed: 4/21/11

Jerry E. Patterson, Commissioner

By [Signature]