MF113694

~~5762~~

State Lease	Control	Base File	County
MF113694	~~05-902205~~ 56-031185		TARRANT

TERMINATION
DATE 1/26/2018
LEASING SSD
MAPS ~~JH~~
GIS MC

Survey	TARRANT ~~COUNTY ROADS~~
Block	
Block Name	
Township	
Section/Tract	
Land Part	
Part Description	
Acres	6.8636
Depth Below	Depth Above / Depth Other

Leasing: GH
Analyst:
Maps: ~~JH~~
GIS: 26
DocuShare:

Name	CHESAPEAKE EXPLORATION, LLC
Lease Date	1/17/2012
Primary Term	1 yrs
Bonus ($)	$34,644.78
Rental ($)	$0.00
Lease Royalty	0.2500

CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff

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

M F 1 1 3 6 9 4
F-1075198

CONTENTS OF FILE NO. M- 113694

1. App Checklist	11/7/11
2. Lease	1/12/12
3. Cover Letter & Bonds & Fees	10/31/11
4. Plat	10/31/11
5. Project Details	10/31/11
6. Waiver Letter	11/22/11
7. Final Letter	1/31/12
8. Unit 5762 Conaster North 5-9-12	
Scanned sm 2/19/13	
9. DIVISION ORDER	07/07/13
Scanned DD 10/29/13	
See MF105814#32, Assign 10291	
Chesapeake to Total 6-26-17	
scanned pf 7-7-2017	
10. W3 Plugging + Production Reports	5/23/22
Scanned sm 06/14/2022	

GLO USE ONLY
STATE LEASE
MF- 113694

RECEIVED
11/7/11

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised Sept 2011

LESSEE Chesapeake Exploration, LLC. an Oklahoma limited liability company

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

[Lessee name and address must be written as they will appear on the Lease.]

HIGHEST ADJACENT BONUS PER ACRE PAID $~~17,500.00~~ 5,047.61 NET ACRES 6.8636

TOTAL CONSIDERATION TO COMMISSIONER OF GENERAL LAND OFFICE

$ 34644.78 Paid 10/31/11 $ 519.67 Paid 10/31/11

[bonus amount] [date] [sales fee] [date]

1 year

TERM [General Land Office will determine the Term based on remaining term of adjacent leases] ~~3 year~~ ~~2 years~~

HIGHEST ADJACENT LEASE ROYALTY RATE .25

HIGHEST ADJACENT LEASE SHUT-IN ROYALTY ~~1.00~~ 1200/well

[Note: Shut-in royalty will be highest in adjacent leases with a minimum of $1200/well.]

TOTAL GROSS ACRES IN PROPOSED LEASE 6.8636 TOTAL NET ACRES IN PROPOSED LEASE 6.8636

COUNTY Tarrant

ALL NAMES OF ROAD/HIGHWAY/STREET BEING LEASED:

Mansfield Highway/ Highway 287

FULL DESCRIPTION [Abstract, Block, Township, Section)

Mary Horn Survey Abstract A-691

Do you control all minerals or leasehold adjacent to the highway/roadway? Yes ☑ No ☐

If no, what percent of minerals or leasehold adjacent to the roadway do you control? _____

Is the highway/roadway on Relinquishment Act Lands? Yes ☐ No ☑

The second page of this Application is a Checklist that **must be filled out and all items furnished** before a Highway Right of Way Lease will be prepared.

Mary Horn Survey, A-691, and John Collette Survey, A-260

For questions:
George Martin
Texas General Land Office
1700 N Congress
Austin TX 78701
512-475-1512
george.martin@glo.texas.gov

GLO USE ONLY
STATE LEASE
MF-_____

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised Sept 2011

CHECKLIST

- [x] 1. Cover letter
- [x] 2. Application for Highway Right of Way (HROW) Lease
- [x] 3. Plat showing boundaries and dimensions of right of way tract with highway/roadway labeled. [This will be used to prepare an exhibit to the lease.]
- [x] 4. Processing fee – check attached
- [x] 5. Check to Commissioner of General Land Office for total consideration.
- [x] 6. Check to Commissioner of General Land Office for 1-1/2% sales fee.
- [x] 7. Executed Waivers of Preferential Right to Lease, if necessary.
- [x] 8. Executed Affidavit of Consideration
- [x] 9. Copies of all highway deeds, clipped together
- [x] 10. Copies of adjacent leases, clipped together.
  Put tabs on the leases with the highest bonus per acre, highest royalty, highest shut-in royalty and highlight those items on the tabbed page.
- [x] 11. Exhibit "A" to be attached to the lease describing the area being leased (see Guidelines 8.)

Include all the above information in one package and mail or deliver to:
George Martin
Texas General Land Office
1700 N Congress, Suite 840
Austin TX 78701

If you are pooling or unitizing at any time after the State lease has been issued, the following must be provided to the GLO:

- [ ] 1. Filled out Information for Highway Right-of-Way Unit Declaration
- [ ] 2. Copy of recorded unit designation
- [ ] 3. Copy of unit plat

For questions about pooling:
Beverly Boyd
Texas General Land Office
512-463-6521
beverly.boyd@glo.texas.gov

File No. 113694

App Checklist

Date Filed: 11/7/11

Jerry E. Patterson, Commissioner

By GH

11.5.11

The State of Texas

Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 113694)
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 **Thirty Four Thousand Six Hundred Forty Four and 78/100 ($ 34,644.78),** 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:

6.8636 acres of land, more or less, known as, situated in said **Tarrant** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **6.8636** 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 **January 12, 2012** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **25%** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **25%** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

21.515

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee **25%** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **25%** of such gas and casing head gas.

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

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

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **$ 1,200.00 per well**. 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

21.51.5

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

21.91.5

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

21.51.5

be no less than an amount equal to double the shut-in, and shall maintain this lease in effect for so long as such payments are made as provided herein.

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

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

Jerry E. Patterson

JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

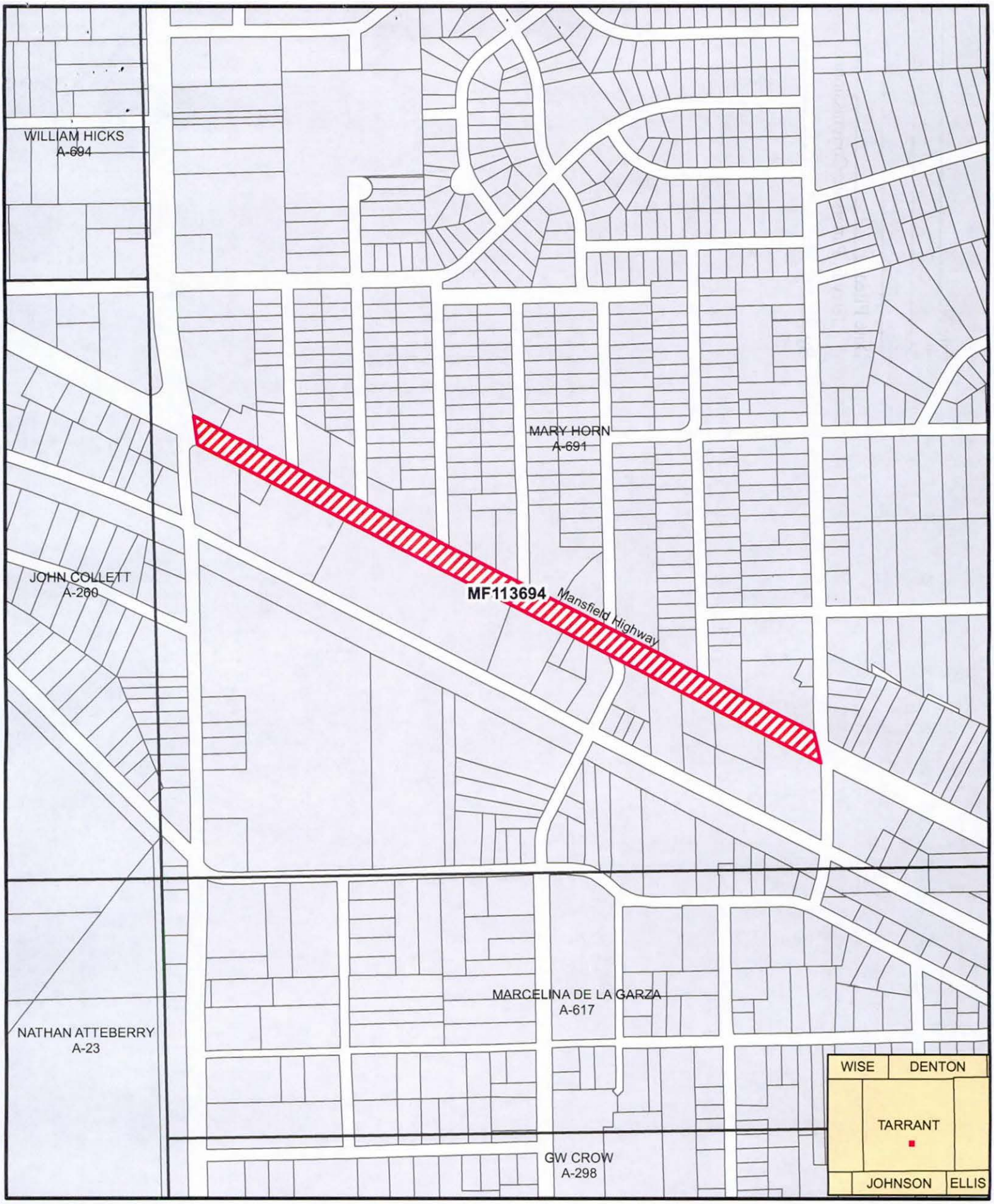
Approved:
ML:
DC:
CC:

21.51.5

Exhibit "A"

Legal Description: 6.8636 more or less, out of the Mary Horn Survey, A-691 and the John Collette Survey, A-260, being State Highway 287, also known as the Mansfield Highway, within the Conatser North Unit, from Wichita Street to Shackleford Street, Fort Worth, Tarrant County, Texas.

21.515



Map Showing a Buffer of
Mansfield Highway
6.8636 acres
Tarrant County

640 320 0 640 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
Zeke Guillen
IS/BAS/GIS
January 17, 2012

(2)

File No. 113694

Lease

Date Filed: 1/12/12

Jerry E. Patterson, Commissioner

By GH

Turner Oil & Gas Properties, Inc

Agent for Chesapeake Exploration LLC

3232 West Britton Road, Suite 200
Oklahoma City, OK 73102
(405) 812-4434

October 4, 2011

Mr. Drew Reid
Texas General Land Office
1700 N. Congress Ave
Austin, TX 78701-1495

Mr. Reid:

Turner Oil and Gas Properties, Inc. would like to make an offer on behalf of Chesapeake Exploration LLC for a mineral lease covering the following property:

6.8636 acres more or less, out of the Mary Horn Survey, A-691 and the John Collette Survey, A-260, being State Highway 287, also known as Mansfield Highway, within the Conatser North Unit, from Wichita Street to Shackleford Street, Fort Worth, Tarrant County, Texas.

Please find enclosed:

1.) Certified copies of adjacent leases (number in top right corner corresponds with enclosed leasehold map)

2.) Notarized affidavit of consideration paid

3.) All monies covering the cash bonus, the statutory 1.5% sales fee, and the $100 processing fee
Bonus – 6.8636 acres of land x $5047.61 per acre = **$34,644.78**
Sales Fee – $34,644.78 x .015 = **$519.67**
Processing Fee – **$100.00**

4.) Map showing location of proposed tract

TOTAL PAYMENT INCLUDED $35,264.45

Thank you very much for your help on this project. I look forward to speaking with you in the future.

David Zamarripa
Petroleum Landman
Turner Oil and Gas Properties
3232 W. Britton Road Suite 200
Oklahoma City, OK 73120
(325) 280-2159
Zama5227@gmail.com

AFFADAVIT OF CONSIDERATION PAID

I, David Zamarripa of lawful age and first being duly sworn, states:

$5,047.61 per net mineral acre and a 25% royalty is the average bonus paid by Chesapeake Exploration LLC or any agent or entity of Chesapeake Exploration LLC for any tract abutting tract 1 as shown on the attached plat.

Legal Description:

6.8636 acres more or less, out of the Mary Horn Survey, A-691 and the John Collette Survey, A-260, being State Highway 287, also known as Mansfield Highway, within the Conatser North Unit, from Wichita Street to Shackleford Street, Fort Worth, Tarrant County, Texas.

David Zamarripa
Agent for Chesapeake Exploration LLC

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

(Individual Acknowledgement)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th **day of** October, **2011**, **personally appeared David Zamarripa, as agent for Chesapeake Exploration LLC, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.**

***IN WITNESS WHEREOF,* I have hereunto set my official signature and affixed my official seal the day and year last above written.**

NICK HENTHORN NOTARY # 08008657 EXP. 09/03/12 PUBLIC STATE OF OKLAHOMA

Notary Public, State of Oklahoma

TRACT NUMBER	TAXPIN	ACRES	OWNER_NAME	OWNER_ADDR	OWNER_CITY	OWNER_ZIP	OWNER_ZIP_	SITUS_ADDR	LEGAL_1	LEGAL_2	DEED_DATE	DEED_BOOK	DEED_PAGE	INSTRUMENT
1	19180-5-13A	0.381789	Cnkj Llc	5159 Wichita St Ste 100	Fort Worth Tx	76119	5680	003201 Mansfield Hwy	Horton, V R Subdivision	Blk 5 Lot 13A	4/16/2010	0	0	D210093561
2	19180-5-12R	0.395207	Villa, Julia	2410 Darrow St	Silver Spring Md	20902	4919	003205 Mansfield Hwy	Horton, V R Subdivision	Blk 5 Lot 12R	11/16/2009	0	0	D209316576
3	19180-5-11-10	0.484102	Fris Chkn Llc	980 Hammon Dr NE Ste 1100	Atlanta Ga	30328	8187	003221 Mansfield Hwy	Horton, V R Subdivision	Blk 5 Lot 11	4/12/2005	0	0	D205113037
4	19180-4-X1-A	0.690054	Huynh, Dang & Nga Thi Ho Huynh	1731 Sterling Trace Dr	Keller Tx	76248	8747	003251 Mansfield Hwy	Horton, V R Subdivision	Blk 4 Lot X1	2/13/2004	0	0	D204051736
5	19180-4-X2-A	0.520981	Winters, Marguerite	7300 Madeira Dr	Fort Worth Tx	76112	4308	003255 Mansfield Hwy	Horton, V R Subdivision	Blk 4 Lot X2	1/20/1980	0	0	
6	15490-20-13B-A	0.289408	Jupiter Food Mart Llc	3301 Mansfield Hwy	Forest Hill Tx	76119	6025	003301 Mansfield Hwy	Glen Park Addition	Blk 20 Lot 13B	4/27/2007	0	0	D207173114
7	15490-20-14	0.690569	Sanders, Eddie Etux Brenda	003309 Mansfield Hwy	Fort Worth Tx	76119	6025	003309 Mansfield Hwy	Glen Park Addition	BLK 20 Lot 14	10/9/1990	10064	1984	
8	2490-1-1RER	0.527685	Garcia, Leonardo & Hilda V	2104 Hurley Ave	Fort Worth Tx	76110	1826	003333 Mansfield Hwy	Berry Castle Addition	Blk 1 Lot 1Rer	2/3/2004	0	0	D204041396
9	2490-1-1RDR	0.523877	Hi-Lo Auto Supply Lp	233 S Patterson Ave	Springfield Mo	65802	2210	003351 Mansfield Hwy	Berry Castle Addition	Blk 1 Lot 1Rdr	7/14/2000	14432	285	
10	2490-1-1RCR	0.564289	Hi-Lo Auto Supply Lp	233 S Patterson Ave	Springfield Mo	65802	2210	003337 Mansfield Hwy	Berry Castle Addition	Blk 1 Lot 1Rcr	7/14/2000	14432	285	
11	2490-2-A	1.548071	Showalter, Stephen & Rebecca	PO Box 654	Mercer Island Wa	98040	654	003401 Mansfield Hwy	Berry Castle Addition	Blk 2 Lot A	4/18/1997	12739	439	
12	2490-3-18-10	0.74851	Patel, Sanjay R	210 Tabor Dr	Arlington Tx	76002	5476	003413 Mansfield Hwy	Berry Castle Addition	Blk 3 Lot 18	4/2/2003	16554	191	
13	2490-5-7	1.920067	Doaba Corporation	3415 Mansfield Hwy	Forest Hill Tx	76119	6027	003415 Mansfield Hwy	Berry Castle Addition	Blk 5 Lot 7	9/26/2007	0	0	D207351329
14	15490-24-15	0.511779	Scott, Donald	1110 McCampbell Rd	Mansfield Tx	76063	5359	003425 Mansfield Hwy	Glen Park Addition	Blk 24 Lot 15	1/18/2007	0	0	D207039717
15	15490-25-3	0.552006	Scott, Donald	1110 McCampbell Rd	Mansfield Tx	76063	5359	003425 Mansfield Hwy	Glen Park Addition	Blk 25 Lots 3 & 4	1/12/2007	0	0	D207052526
16	30320-3-4	1.399071	Marcer Investments Llc	325 E Jefferson Blvd	Dallas Tx	75203	2631	003507 Mansfield Hwy	Norton Heights	Blk 3 Lts 4 5 6 7A 8A 7B2 8B2	2/10/2004	0	0	D204045766
17	A 691-3BB	1.736723	Harding, Jo Carole Tr	4101 Coral Cir	Fort Worth Tx	76126	2203	003544 Mansfield Hwy	Horn, Mary Survey	A 691 Tr 3Bb	12/31/1900	0	0	
18	A 691-3A01	0.707145	Bracken, Randle D	2032 Tarver Rd	Burleson Tx	76028	1714	003540 Mansfield Hwy	Horn, Mary Survey	A 691 Tr 3A01	8/23/1994	11710	1747	
19	A 691-3M01A	0.505887	Frost, Chester R Est & Anne B	3708 Grady St	Fort Worth Tx	76119	7329	003408 Mansfield Hwy	Horn, Mary Survey	A 691 Tr 3M01A	1/19/1990	9834	458	
20	A 691-3M01	1.02527	Pat McCoy Plbg Co Inc	3402 Mansfield Hwy	Fort Worth Tx	76119	6028	003402 Mansfield Hwy	Horn, Mary Survey	A 691 Tr 3M01	12/31/1900	0	0	
21	A 691-3M02	0.538731	Sigler, James F	3370 Mansfield Hwy	Fort Worth Tx	76119	6038	003400 Mansfield Hwy	Horn, Mary Survey	A 691 Tr 3M02	12/31/1900	0	0	
22	A 691-3M	0.703597	Sigler, James F	3370 Mansfield Hwy	Fort Worth Tx	76119	6038	003370 Mansfield Hwy	Horn, Mary Survey	Abst 691 Tr 3M 3M3 & 3Aa3C	12/31/1900	0	0	
23	A 691-3AA03	0.288583	Sadeghian, Khosrow	PO Box 50593	Denton Tx	76206	593	003354 Mansfield Hwy	Horn, Mary Survey	A 691 Tr 3Aa03	10/27/2008	0	0	D208409891
24	A 691-3AA03A	0.179595	Hit City Records & Tapes	-3350 Mansfield Hwy	Fort Worth Tx	76119	6038	003350 Mansfield Hwy	Horn, Mary Survey	A 691 Tr 3Aa03A	4/12/1993	11020	139	
25	A 691-3AA	1.502357	Sandoval, Adelina	4603 Lake Park Dr	Arlington Tx	76016	5328	003344 Mansfield Hwy	Horn, Mary Survey	A 691 Tr 3Aa	4/30/2008	0	0	D208162643
26	14211-1-1	5.426581	Centeramerica Capital Ptnrshp	420 Lexington Ave Fl 7	New York Ny	10170	799	003320 Mansfield Hwy	Forest Hill Village Addition	Blk 1 Lot 1	9/19/1997	12918	422	
27	9095-1-1	2.516053	Rolex Properties Llc, Etal	PO Box 654	Mercer Island Wa	98040	654	003308 Mansfield Hwy	D N G Addition	Blk 1 Lot 1	12/27/2000	14684	235	
28	A 691-3CC01	0.289341	Fernandez, Jesse D	3216 Mansfield Hwy	Fort Worth Tx	76119	6024	003216 Mansfield Hwy	Horn, Mary Survey	Abst 691 Trs 3Cc1 3Cc2	1/5/1998	13604	360	
29	42371-1-1	0.938284	Pham, Ngoc V & Christine Tran	5840 E Berry St	Fort Worth Tx	76119	1803	005301 Wichita St	Town & Country Corner I Addn	Blk 1 Lot 1	1/30/2004	0	0	D204033259

11.12.07

TURNER OIL & [redacted] PERTIES, INC.
LEASE ACCOUNT

4828

TX General L[redacted] Office		11/4/2011	
Lease Bonus			400.00

12703057
121

Checking Lease Acco	Processing Fee		400.00

Chesapeake Operating, Inc.

12702756

0008019 TX GENERAL LAND OFFICE

No. 1637445

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0379828	10/13/11	101311F	BARNETT CORE PR REC FEE	100.00
			Total for check	*$100.00*

Chesapeake Operating, Inc.

12702758

0008019 TX GENERAL LAND OFFICE

No. 1641448

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0424645	10/17/11	101711A	BARNETT CORE PR LSE BNS 6.8636	34644.78
			Total for check	*$34,644.78*

Chesapeake Operating, Inc.

12702757

0008019 TX GENERAL LAND OFFICE

No. 1637446

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0379830	10/17/11	101711	BARNETT CORE PR SALES FEE	519.67
			Total for check	*$519.67*

P

x 121

10-17-11

(3)

File No. 113694

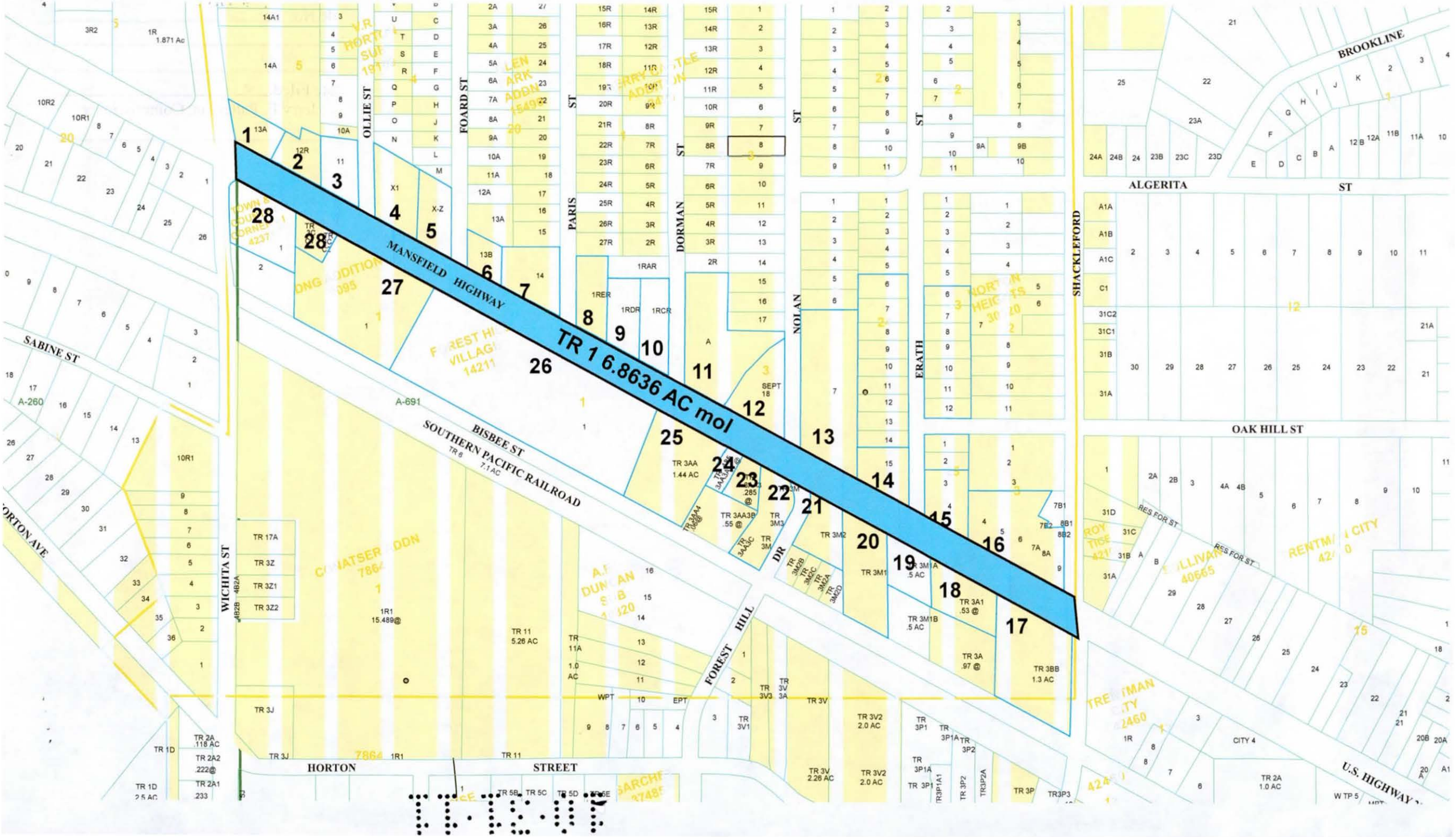
Cover Letter ✓ Bylaws ✓ fees

Date Filed: 10/31/11

Jerry E. Patterson, Commissioner

By CH

10.31.11


TR 1 6.8636 AC mol
MANSFIELD HIGHWAY
SOUTHERN PACIFIC RAILROAD
BISBEE ST
SABINE ST
OLLIE ST
FOARD ST
PARIS ST
DORMAN ST
NOLAN ST
ERATH ST
SHACKLEFORD
ALGERITA ST
BROOKLINE
OAK HILL ST
WICHITA ST
FOREST HILL
HORTON STREET
U.S. HIGHWAY
TR 3AA 1.44 AC
TR 11 5.26 AC
TR 3BB 1.3 AC
TR 3M2
TR 3M1
TR 3M1A .5 AC
TR 3M1B .5 AC
TR 3A1 .53 @
TR 3A .97 @
TR 3V 2.26 AC
TR 3V2 2.0 AC
TR 2A 1.0 AC
TR 17A
TR 3Z
TR 3Z1
TR 3Z2
TR 3J
TR 1D
TR 2A .118 AC
TR 2A2 .222@
TR 2A1 .233
1R1 15.489@
A-691
A-260
1.871 Ac
7.1 AC
1.44 AC
1.0 AC
2.0 AC
2.26 AC
1.3 AC
5.26 AC
15.489@

(4)

File No. 113694

Plat

Date Filed: 10/31/11

Jerry E. Patterson, Commissioner

By GH

10.31.11

3

(24)

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 29 day of AUGUST, 2008, by and between HIT CITY RECORDS & TAPES, A TEXAS GENERAL PARTNERSHIP

whose addresss is 13418 CHILDRESS STREET, FORT WORTH, TEXAS 76119
as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE, MADE PART HEREOF

in the County of Tarrant, State of TEXAS, containing 310 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in 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.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

TARRANT COUNTY TEXAS COUNTY CLERK

11-12-08

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)

X Ronald Reed Sr. 8-29-08
By: Ronald Reed Sr.

X Gregory E. Reed Sr. 8-29-08
By: Gregory E. Reed Sr

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 29 day of August 2008, by: Ronald Reed Sr

JOE N. SCOTT
Notary Public, State of Texas
My Commission Expires
February 24, 2010

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

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 29 day of August 2008, by: Gregory E. Reed Sr

JOE N. SCOTT
Notary Public, State of Texas
My Commission Expires
February 24, 2010

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

11.15.01

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE BY AND BETWEEN MITCHELL BOULEVARD CHURCH OF CHRIST, AS LESSOR, AND DALE PROPERTY SERVICES, LLC AS LESSEE ("LEASE"), TO WIT:

.310 ACRES OF LAND, MORE OR LESS, OUT OF THE MARY HORN SURVEY, ABSTRACT NO. 691, TARRANT COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN DEED DATED APRIL 12, 1993, BY AND BETWEEN KAR INVESTMENTS, A TEXAS GENERAL PARTNERSHIP COMPRISED OF LARRY ANTON, JACK RUBIN, BERNARD RUBIN, AND MARSHALL FRAGEN, AS GRANTOR, AND HITCITY RECORDS & TAPES, A TEXAS GENERAL PARTNERSHIP COMPRISED OF GREGORY REED, SR . AND RONALD REED, AS GRANTEE, AND RECORDED IN VOLUME 9052, PAGE1044 AND VOLUME 9052, PAGE 1047, DEED RECORDS.

Said Lands Hereby Deemed To Contain .310 Acres of Land, More or Less

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

11.12.01

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

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

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

Filed For Registration: 09/17/2008 03:36 PM
Instrument #: D208361389
LSE 4 PGS $24.00

By: _____

D208361389

A CERTIFIED COPY.
ATTEST: 04 Oct, 20 11
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

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.

By

Printed by: CN

11.15.01

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.

(25)

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

PAID UP OIL AND GAS LEASE
(No Surface Use)

V

THIS LEASE AGREEMENT is made this 27th day of May 2008, by and between Ricardo Sandoval, a single man whose addresss is 1709 Lincolnshire Way Fort Worth, Texas 76134 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:

1.39 acres of land, more or less, out of the Mary Horn Survey, Abstract No. 691, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated January 15, 2001, by and between Kar Investments, a Texas General Partnership, as Grantor, and Ricardo Sandoval, as Grantee, and recorded in Instrument No. D201016837, of the Deed Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing 1.39 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

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

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

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS; MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY TEXAS COUNTY CLERK

11-12-08

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR (WHETHER ONE OR MORE)

By: RICARDO SANDOVAL

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 27th day of May, 2008, by: Ricardo Sandoval, a single man

DARLENE CARTER
Notary Public, State of Texas
My Commission Expires
March 28, 2012

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires: 3-28-12

STATE OF TEXAS
COUNTY OF TARRANT

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

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS.
MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY TEXAS COUNTY CLERK

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

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

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

Filed For Registration: 06/05/2008 12:51 PM
Instrument #: D208212728
LSE 3 PGS $20.00

By: _____

D208212728

A CERTIFIED COPY, ATTEST: 04 OCT, 20 11
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: WD

11.12.01

(27)

7

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

OIL AND GAS LEASE

STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS AGREEMENT is made effective December 29, 2007, between **Rolex Properties, LLC**, a Washington limited liability company, and **CAUS, Inc.**, a Washington corporation (hereinafter referred to as "Lessor"), whose address is P. O. Box 654, Mercer Island, Washington 98040, and **Dale Property Services, LLC,** (hereinafter referred to as "Lessee"), whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, Texas 75201.

Grant. In consideration of Ten Dollars and other consideration in hand paid, Lessor grants and leases exclusively unto Lessee the following described land (the "Land") in Tarrant County, Texas, for the sole purpose of exploring, drilling, and producing oil and gas, laying pipelines and building roads and tanks thereon to produce, save, treat, process, store, and transport oil and gas and other products manufactured from oil and gas produced from the Land described as follows:

> 1.1501 acres of land, more or less, being all of Lot 1, Block 1, out of D.N.G. Addition, an addition to the City of Forest Hill, Tarrant County, Texas, with metes and bounds according to the plat thereof recorded in Volume 388-135, Page 84, Plat Records, Tarrant County, Texas.

1) **Primary Term.** This Lease is for a term of three (3) years from this date (called "Primary Term") and so long thereafter as oil or gas is produced from the Land in paying quantities or the lease is continued in effect as otherwise provided herein.

2) **Minerals Covered.** Notwithstanding any other provision hereof, this lease covers only oil and gas. The term "oil and gas" means oil, gas, and other liquid and gaseous hydrocarbons produced through a well bore.

3) **Royalty.** (a) The royalties to be paid Lessor are:

(1) 25% of all oil (including distillate or condensate and other liquid hydrocarbons) produced and saved from the Land, the same to be delivered at the well or to the credit of Lessor into the pipeline to which the well or wells may be connected.

(2) 25% of the gross proceeds received at the point of delivery or first sale of all gas, including casinghead gas or other gaseous substances, produced from the Land.

(3) 25% of the gross proceeds of all plant products (including residue gas), free of any processing cost, where gas is processed in a plant on or off the Land by Lessee or any affiliated person or entity; and if processed, but not by Lessee or an affiliated person or entity, 25% of that part of the proceeds received by Lessee for the processed gas and products therefrom that are allocable to the production from the Land.

(b) Unless specified below, Lessor's royalty may not be charged, directly or indirectly, with any of Lessee's expenses of production, gathering, compressing, treating or marketing the oil and gas produced from the Land, and all of such expenses shall be considered costs of production and not post production costs. Royalty will be paid on gas used by Lessee in compression, but royalties will not be paid on gas used in gas lift operations or recycling. It is the intent of the parties that the provisions of this Section 4(b) are to be fully effective and enforceable and are not to be construed as "surplusage" under the principles set forth in *Heritage Resources v. NationsBank,* 939 S.W.2d 118 (Tex. 1997). Notwithstanding the foregoing, Lessor's royalty may be charged with costs and expenses of transporting, dehydrating, compressing, processing and treating gas produced from the lease as long as such costs are

11-12-07

charged to Lessee by a gas purchaser or transportation company which is not an affiliate of Lessee in an arms length transaction, and provided such costs do not exceed those charged for performing similar services by unrelated third parties in arms length transactions in Tarrant County, Texas. If gas produced from the Land is sold by Lessee pursuant to an arms-length contract with a purchaser that is not an affiliate of Lessee, and for a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the gas sold pursuant to the contract shall be the total proceeds received by Lessee in the sale.

(c) Lessee must disburse or cause to be disbursed to Lessor its royalty on production from a particular well not later than 120 days after the end of the month following first delivery of gas from the well into the pipeline. Thereafter, Lessee must disburse or cause to be disbursed to Lessor by the last day of each month its royalty on production for which Lessee received payment in the preceding month, but in no event shall royalty be paid more than 60 days after the last day of the month of production. If not paid when due, Lessor's royalty shall bear interest at the maximum lawful rate from due date until paid, which amount Lessee agrees to pay.

(d) Acceptance by Lessor of royalties that are past due shall not act as a waiver or estoppel of its right to receive interest due thereon unless Lessor expressly so provides in writing signed by Lessor.

(e) The receipt by Lessee, or Lessee's operator, from a purchaser or a pipeline company of proceeds of production for distribution to Lessor will not result in Lessee, or Lessee's operator, acquiring legal or equitable title to those proceeds, but Lessee, or Lessee's operator, will at all times hold the proceeds in trust for the benefit of Lessor. Notwithstanding the insolvency, bankruptcy, or other business failure of a purchaser of production from the Land or pipeline company transporting production from the Land, Lessee will remain liable for payment to Lessor for, and agrees to pay Lessor all royalties due Lessor together with interest if not timely paid.

(f) Gas produced from the Land shall not be commingled with gas produced from any other lands prior to the point where the gas produced from this lease passes through the meter which will measure the gas for calculating the payment made by the purchaser of gas production.

5) **Shut-in Royalty**. If there is a gas well on this lease capable of producing in paying quantities, but gas is not being sold, Lessee shall pay or tender on or before 180 days after the date which the well is shut-in, an annual royalty in the amount set forth below for each well from which gas is not being sold. The royalty amount shall be $25 per acre. While royalty payments are timely and properly paid, the well shall be considered as a producing well. The right of Lessee to maintain this lease in force by payment of shut-in gas royalty is limited to a period of two (2) consecutive years or four (4) years in the aggregate following expiration of the Primary Term. The obligation of Lessee to pay shut-in royalty is a condition and not a covenant. The payment or tender of royalty under this paragraph may be made by the check of Lessee mailed or delivered to the parties entitled thereto.

6) **Continuous Development.** (a) If, at the expiration of the Primary Term, oil or gas is not being produced from the Land, but Lessee has commenced the drilling of a well on **land pooled with** the Land, the Lease will not terminate but will remain in effect for so long thereafter as operations are carried out with due diligence with no cessation of more than 120 days, and if the operations result in the production of oil or gas, the Lease shall remain in force as otherwise provided herein. For the purposes of this Lease, the term "operations" means operations for any of the following: operations for drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search of or in the endeavor to obtain production of oil or gas.

(b) If this Lease is maintained upon the expiration of the primary term by production, drilling or otherwise as provided herein, this Lease will remain in force as to all acreage covered hereby, as long as there is no lapse of more than 180 days between the completion of one well thereon and the commencement of the actual drilling of another well thereon. For the purpose of computing the time for the commencement of actual drilling of a well, each well drilled shall be deemed to have been completed on the date of the release of the drilling rig from the drillsite of the well, if a dry hole, or on the date of completing the Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

Railroad Commission Potential Test if the well is completed as a well capable of producing oil or gas.

(c) If after the expiration of the primary term production from any well shall cease for any cause, Lessee shall have 120 days from the cessation of production to commence, and thereafter prosecute with due diligence drilling or reworking operations in a good faith attempt to restore production from the tract on which the well is located with no cessation of more than 120 days, and if such operations result in production, this lease shall continue as to such tract for so long as production in paying quantities continues from such tract.

(d) Upon the expiration of the Primary Term, or such later time as the Lease is not maintained by continuous development, this Lease will terminate except as to the amount of acreage described below surrounding any well that is then producing in paying quantities, or deemed to be producing in paying quantities by virtue of payment of shut-in royalties, (hereafter a "Retained Tract"), and as to each Retained Tract, the Lease will then terminate as to all depths below 100 feet below the stratigraphic equivalent of the base of the deepest producing formation on the Retained Tract. The Lease will be treated as a separate lease with respect to each Retained Tract and will continue so long as production in paying quantities continues from the tract.

7) **Pooling.** Lessee shall have the right to pool the Land with other contiguous acreage to form a pooled unit for the production of oil and gas. The size of the unit shall not exceed 320 acres plus a ten percent (10%) tolerance for a horizontal gas well. Lessee shall file for record in the Real Property Records where the land is located, an instrument describing and designating the pooled acreage and depths for the pooled unit, and upon such recordation, the unit shall become effective as to all parties hereto. Lessee may at its election exercise its pooling option before or after commencing operations. In the event of operations for drilling on or production of oil or gas from any part of the pooled unit which includes the land covered by this Lease, the operations or production shall be considered as operations on or production of oil or gas from the land covered by this Lease, whether or not the well is located on the land covered by this Lease. For the purposes of computing the royalties to which owners of royalty payments out of production shall be entitled on production of oil or gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this Lease and included in the unit that prorated portion of the oil and gas, or either of them, produced from the pooled unit which the number of mineral acres covered by this Lease and included in the pooled unit bears to the total number of mineral acres included in the pooled unit. Royalties shall be computed on the portion of such production whether it be oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production was from the land covered by this Lease.

8) **Secondary Recovery**. Lessee will not implement any repressuring, pressure maintenance, recycling, or secondary recovery operations without the prior written consent of Lessor, which consent will not be unreasonably withheld.

9) **Assignments.** All assignments, except those to officers, subsidiaries, and affiliates of Lessee, must be approved by Lessors in writing and will require the assignee to assume all of Lessee's obligations under this lease.

10) **Force Majeure.** Should Lessee be prevented by reason of Force Majeure from complying with any express or implied covenant of this Lease (other than a requirement to pay money that has accrued as was due prior to the occurrence of the force majeure event), from conducting drilling or reworking operations on the Land, or from producing oil or gas, then while so prevented, that covenant will be suspended; Lessee will not be liable for damages for failure to comply therewith; this Lease will be extended so long as Lessee is prevented from conducting drilling or reworking operations on or from producing oil or gas from the Land; and the time while Lessee is so prevented will not be counted against Lessee. "Force Majeure" means any Act of God, war, strike, riot, insurrection, any federal or state law, or any rule or regulation of governmental authority, or other similar cause (other than financial reasons). The inability to obtain a permit to drill a well from the City of Benbrook shall constitute a force majeure, but may not be used to extend this lease in excess of two years.

11) **No Warranties**. Lessor makes no warranty of any kind with respect to title to the Land. By acceptance of this lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

to the Land, and Lessee assumes all risk of title failures. If Lessor owns an interest in the Land less than the entire fee simple estate, then the royalties payable hereunder shall be reduced proportionately. Lessee, at its option, may discharge any tax, mortgage, or other lien on the Land, and in the event Lessee does so, Lessee will have the option to apply the royalties accruing to Lessor toward payment of it.

12) **Curing Defaults.** Should Lessee at any time fail to comply with its obligations hereunder regarding construction, maintenance, or repair, Lessor shall have the right, after giving 60 days prior written notice to Lessee, to do or have done whatever is necessary to fulfill the obligations to its satisfaction, and Lessee shall be liable to Lessor for the reasonable and necessary expenses thus incurred by Lessor, to be paid within 30 days after Lessor shall have furnished Lessee an itemized written statement of the expenses.

13) **Notices.** All notices shall be deemed given and reports shall be deemed delivered if sent by certified letter, personal delivery, Federal Express, or other courier service, properly addressed and deposited in the United States mail, postage prepaid, to Lessor and Lessee at the addresses shown above, or by personal delivery or delivery by Federal Express or other courier service which provides verification of receipt.

14) **Attorney's Fees.** In the event that Lessor or Lessee shall be required to employ legal counsel for the enforcement of any provision of this lease and prevails by a final, unappealable judgment, the party found to be in default of the provisions of the lease shall be liable to the other party for reasonable attorney's fees and expenses incurred in connection with enforcing the rights under this lease.

15) **Indemnity.** LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, SUCCESSORS, AND ASSIGNS AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY LESSEE'S OPERATIONS ON THE LAND OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS BY LESSEE. AS USED IN THIS PARAGRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, AND ITS INDEPENDENT CONTRACTORS.

16) **Option Clause.** Notwithstanding anything to the contrary herein contained, Lessee is hereby granted the exclusive option, to be exercised prior to the date on which this lease or any portion thereof would expire in accordance with its terms and provisions, of extending this lease for an additional period of two (2) years as to all or any portion of the acreage described herein. The only action required by Lessee to exercise this option being payment to Lessor, at the above address, of an additional consideration of the sum of $4,000.00 per net mineral acre so extended, which payment shall cover the entire two (2) year extended primary term. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. If this lease is extended as to only a portion of the acreage then covered thereby, Lessee shall designate such portion by a recordable instrument.

17) **Miscellaneous Provisions.** (a) In the event this lease expires for any reason as to all or any part of the Land, Lessee shall promptly furnish Lessor with a written, recordable release covering all of the Land or that portion of the Land to be released.

(b) Nothing in this lease negates the usual implied covenants imposed upon Lessee.

(c) Upon receipt of written request from Lessor, Lessee shall furnish Lessor with copies of all title opinions prepared for Lessee covering the Leased Premises. Such title information shall be without warranty and shall be provided for informational purposes only.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

11.12.01

(d) Upon receipt of written request from Lessor, Lessee shall furnish Lessor copies of reports filed with the Railroad Commission of Texas or other governmental authority having jurisdiction, including, but not limited to, applications to drill, well tests, completion reports, plugging records, and production reports, Lessee shall, at the same time, deliver a copy of the report to Lessor.

(f) Lessee will divulge to Lessor correct information as requested by Lessor as to each well, the production therefrom, and such technical information as Lessee may require.

(g) No obligation that has accrued prior to the occurrence of the Force Majeure event of Lessee to pay money under this lease will be excused or delayed by reason of Force Majeure. Lessee's obligations to pay money under this lease are to be performed in Tarrant County, Texas. Paragraph headings are used in this lease for convenience only and are not to be considered in the interpretation or construction of this lease. The execution or ratification by Lessor of any division order, gas contract, or any other document will not alter any provision of this lease unless the intent to do so is expressly stated in the document.

(h) Lessor and Lessee may execute a memorandum of this lease for recording purposes rather than recording this lease.

(i) This lease is binding upon and for the benefit of Lessor, Lessee, and their respective heirs, personal representatives, successors, and assigns. Executed on the date first above written.

18) Notwithstanding anything contained herein, Lessee shall not conduct any surface operations on the herein leased premises, however, Lessee shall have the right to explore for the oil and gas under the leased premises and the right to drill, operate and produce directional and/or horizontal wells through and under the leased premises, irrespective of the bottom hole locations of such wells. To this end, Lessor grants to Lessee a subsurface easement for all purposes associated with such horizontal and/or directional wells.

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

LESSOR
Rolex Properties, LLC, a Washington limited liability company

By: Stephen A. Showalter
Title: Manager

CAUS, Inc., a Washington corporation

By: Stephen A. Showalter
Title: President

LESSEE
Dale Properties Services, LLC
a Texas limited liability company

By: _____ Title: President

Acknowledgements

STATE OF WASHINGTON

COUNTY OF King

This instrument was acknowledged before me on the 14th day of ~~December, 2007~~ February 2008, by Stephen A Showalter, as manager of Rolex Properties, LLC, a Washington limited liability company, on behalf of said company.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

11.15.07

Notary Public, State of Washington

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

STATE OF WASHINGTON

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of December, 2007, by Rebecca Showalter.

_____
Notary Public, State of Washington

STATE OF WASHINGTON

COUNTY OF KING

This instrument was acknowledged before me on the 29th day of February, 2008, by Stephen A. Showalter, as Manager of CAUS, Inc., a Washington corporation, on behalf of said company.

Seal

Notary Public, State of Washington

11-12-01

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 1st day of April, 2008, by Mike Taliaferro, President of Dale Property Services, LLC, a Texas limited liability company, on behalf of said company.

JAMES H. WEBB III
Notary Public, State of Texas
My Commission Expires
November 17, 2010

James H. Webb III

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

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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

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

Filed For Registration: 04/15/2008 11:43 AM

Instrument #: D208135232

LSE 8 PGS $40.00

By: _____

D208135232

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MC

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

A CERTIFIED COPY, ATTEST: 04 OCT 11, 20__
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

28

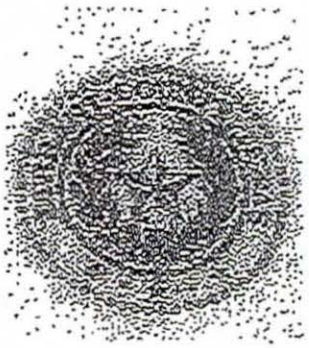
Electronically Recorded
Official Public Records

Tarrant County Texas
11/18/2010 12:32 PM **D210286588**

Suzanne Henderson

PGS 3 $24.00

Submitter: ACS



DALE PROPERTY SERVICES, LLC
ATTN: RECORDING TEAM
500 TAYLOR ST. STE 600
FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, 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

ELECTRONICALLY RECORDED
BY ERXCHANGE

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

TT:TC:OT

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

PAID UP OIL AND GAS LEASE (No Surface Use)

Electronically Recorded
Chesapeake Operating, Inc.

THIS LEASE AGREEMENT is made this 11th day of November, 2010, by and between Jesse D. Fernandez, a married person herein not joined by spouse whose address is 3216 Mansfield Highway, Fort Worth, Texas 76119, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, 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:

.255 acres of land, more or less, out of the Mary Lou Horn Survey, Abstract 691, Tarrant County, Texas, and being more particularly described by metes and bounds in the certain deed dated January 5,1998, by and between G.R. Singleton and Laveta H. Singleton, as Grantor, and Jesse D. Fernandez, as Grantee, and recorded in Volume 6152, Page 928, of the Deed Records of Tarrant County, Texas.

in the county of TARRANT, State of TEXAS, containing .255 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in 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

TARRANT COUNTY CLERK COUNTY TEXAS
TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

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: Jesse D. Fernandez

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 11th day of November, 2010, by: Jesse D. Fernandez, a married person herein not joined by spouse

LATRICE ANTHENETTE THOMAS
Notary Public, State of Texas
My Commission Expires
April 22, 2014

Notary Public, State of Texas
Notary's name (printed): Latrice Anthenette Thomas
Notary's commission expires: April 22, 2014

STATE OF _____
COUNTY OF _____

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

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

COUNTY CLERK TARRANT COUNTY TEXAS

A CERTIFIED COPY
ATTEST: 04 OCT, 2011
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

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

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

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 3 day of September, 2009, by and between Jay Kim, a married person herein not joined by spouse whose addresss is 944 Pintail Court, Coppell, Texas 75019 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:

.410 Acres of land, more or less, being all of Lot 13-A, Block 5, out of the VR Horton Subdivision, an additionto the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-48, Page 209, of the Plat Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .410 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

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

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

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

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

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

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of TWO (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

18. 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: Jay Kim

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 3 day of SEPT, 2009, by: Jay Kim

FRANK H. RHEE
Notary Public,
State of Texas
Comm. Exp. 07-21-12

Notary Public, State of TEXAS
Notary's name (printed): FRANK H. RHEE
Notary's commission expires: 7/21/12

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:

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

TARRANT COUNTY, TEXAS COUNTY CLERK

11-12-01

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

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

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

Filed For Registration: 09/21/2009 11:16 AM
Instrument #: D209250802
LSE 3 PGS $20.00

By: _____

D209250802

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.

A CERTIFIED COPY,
ATTEST: 10-4, 2011
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

Printed by: CN

11:16:01

Notary Public, Tarrant County, Texas.

FILED FOR RECORD: OCT. 12, 3:39 P. M. 1931.

RECORDED: OCT. 13, 2:30 P. M. 1931. #20101.

ORVILLE BEALL COUNTY CLERK

BY Mary Dean Bell DEPUTY. TARRANT COUNTY, TEXAS.

R&C

0°0°0°0°0°0°0°0°0

J. R. HORTON TO PERMANENT EASEMENT TARRANT COUNTY

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

That we, J. R. Horton and wife O. O. Horton of the County of Tarrant, State of Texas, for and in consideration of the sum of one hundred fifty six 90/100 ($156.90) 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, the full right and easement for the permanent use of those certain strips or parcels of land out of a 75 acre tract out of the Mary Horn survey, heretofore conveyed to J. R. Horton by S. H. Sewell by deed dated April 1, 1896, and recorded in Vol. 117 page 198 Deed Records of Tarrant County, Texas, said strips or parcels of land are required to change the course of a small draw and to drain a reinforced concrete culvert at station 424 + 00 on the center line of the approved new location survey of the Ft. Worth to Mansfield Highway material obtained therefrom to be used to dam the old channel of said draw, said strips or parcels of land being more particularly described in two tracts as follows:

TRACT NO. 1.

Beginning at a point in the northerly right of way of said new location survey, 50.0' northerly from and at a right angle to station 4244 15 on the center line of said survey said point being 4093.4' south and 1586.3' East of the northwest corner of said Mary Horn survey.

THENCE N 61°28' W with said right of way line 50.0' northerly from and parallel to said center line 555.0' to a point 50.0' northerly from and at a right angle to station 418 + 60 on said center line;

THENCE N 28°32' E 30.0' to a point;

THENCE S 61°28' E 30.0' northerly from and parallel to said northerly right of way line 526.0' to a point:

THENCE N 30° 27' E 124.0' to a point:

THENCE N 57°01' E 102.5' to a point;

THENCE S 32°59' E 20.0' to a point:

THENCE S 57°01' W 97.5' to a point;

THENCE S 26°27' W 146.0' to the place of beginning and containing 0.495 acres of land.

TRACT NO. 2.

Beginning at a point in the southerly right of way line of said approved new location survey, 50.0' southerly from and at a right angle to station 424 + 15 on the center line of said survey said point being 4151.4' south and 1538.3' east of the northwest corner of said Mary Horn survey:

THENCE N 61°28' E with said right of way line, 50.0' southerly from and parallel to said center line 30.0' to a point:

THENCE S 22°39' W 50.25' to a point;

THENCE S 61°28' E 20.0' to a point.

THENCE N 34°15' E 50.25' to the place of beginning and containing 0.0287 acres

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

of land making a total in the two tracts of 0.5237 acres of land.

J. R. Horton

O. O. Horton

STATE OF TEXAS, }
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, on this day personally appeared J. R. Horton and O. O. Horton wife of the said J. R. Horton known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said O. O. Horton wife of the said J. R. Horton, having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said O. O. Horton 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 23 day of Sept. A.D. 1931.

W.W. Miller

L.S Notary Public, Tarrant County, Texas.

FILED FOR RECORD: OCT. 12, 3:39 P. M. 1931.

RECORDED: OCT. 13, 2:50, P. M. 1931. #20102.

ORVILLE BEALL, COUNTY CLERK

BY Mary Dean Bess DEPUTY. TARRANT COUNTY, TEXAS.

R & E

0*0*0*0*0*0*0*0*0

FARM, HOME S & L ASS'N. } Ctf. 135971 C W Otwell
TO } CERTIFICATE }
THE PUBLIC } CERTIFICATE

Nevada, Missouri, September 3rd, 1931.

I, E.E. Levens Secretary of Farm and Home Saving and Loan Association of Missouri, Nevada, Missouri, hereby certify that on the 1st day of September 1931 Lee B.Ewing resigned as Trustee under deed recorded on September 26th, 1929, in Book No. 345 Page No. 131 of the Deed Records of Tarrant County, Texas, covering real estate loan made by said Association in the name of C. W.Otwell and his wife Josie Otwell known also as Josephine Otwell and upon said date said resignation was accepted by the Board of Directors of the Farm and Home Savings and Loan Association of Missouri and after said resignation was accepted the Board, on September 2nd, 1931, did appoint E.C. Pannell as Substitute Trustee in lieu of Lee B. Ewing under said Deed of Trust, and said Substitute Trustee was by resolution of the Board of Directors of said Association directed to foreclose said Trust Deed.

E.E. Levens

Secretary, Farm and Home Savings and Loan

Seal. Association of Missouri.

STATE OF MISSOURI } ss
COUNTY OF VERNON }

ON this 3rd day of September 1931, before me personally appeared E.E. Levens to me known to be the person described in and who executed the foregoing certificate, and duly sworn on oath says that the same is true and correct as shown by the records of said Farm and Home Savings and Loan Association of Missouri.

William F. Sterett

Notary Public, Vernon County Mo.

LS

My commission expires January 30th, 1932.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

COUNTY CLERK TARRANT COUNTY TEXAS

A CERTIFIED COPY,

ATTEST: 04 OCT , 2011

MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas

BY: Deputy

10.31.11

all and singular the said premises unto the said Tarrant County against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands at Fort Worth,Texas, this the 21st day of July,A.D. 1931.

JAMES M. ELLIS

BYRD KING ELLIS

O.K.
M.C.Welborn,Res.Engr.State Hy.Dept.
O.K.
Bryan,Stone,Wade & Agerton,
Attys.for Tarrant Co.

STATE OF TEXAS |
COUNTY OF TARRANT |

BEFORE ME, the undersigned authority, on this day personally appeared James M.Ellis and wife Byrd King Ellis, 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 considerations therein expressed, and the said Byrd King Ellis wife of the said James M. Ellis, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said, Byrd King Ellis,acknowledged such instrument to be her act and deed and declared she had willingly signed the same for the purposes and considerations thereim expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office,this 22d day of July,A.D. 1931.

(L.S.)

W.H.STEVENSON, Notary public,
Tarrant County,Texas.

FILED FOR RECORD AUGUST 18, 1931 AT 8;55 A.M. #16826
RECORDED AUGUST 19,1931 AT 8;40 A.M.

ORVILLE BEALL,COUNTY CLERK,
TARRANT COUNTY, TEXAS.

By Edna E Dunbar Deputy.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

18

J.L.JOHNSON, SR. | STATE OF TEXAS
TO | DEED |
TARRANT CO.,TEXAS | COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

That we, J.L. Johnson,Sr., of the County of Tarrant, State of Texas, for and in consideration of the sum of Three Hundred and Fifty ($350.00) 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 that certain strip or parcel of land for right of way required by the approved new location survey of the Fort Worth to Mansfield Highway, over and across the north east corner of a 189 3/4 acre tract of land out of the J.Collett Survey, heretofore conveyed to J.L. Johnson Sr., by Julia V.Fitzhugh, by deed dated April 5, 1927, and recorded in Vol.972, Page 108,Tarrant County Deed Records, said strip or parcel of land being more particularly described as follows;

BEGINNING at a point on the center line of said new location survey at station 405+03, said point being in the west fence line of the Fort Worth to Cleburne Interurban, the same being the east line of the said 189 3/4 acre tract 179.7' south of its north east corner;

THENCE S 0°00' E with the west line of Interurban and east line of said 189 3/4 acre tract 56.8' to a point, 50' southerly from and at a right angle to Station 405+29.9 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new

location survey 499.0' to a point in the north line of said 189 3/4 acre tract the same being the south line of the Vickery Acres Addition, an addition to the City of Fort Worth, said point also being in the north line of the J.Collett Survey, 50' southerly from and at a right angle to Station 400+30.9 on the said center line;

THENCE S 89° 45' E with the said north lines at 105.5' crossing the center line of said new location survey at Station 401+23.8 in all 211.0' to a point, 50' northerly from and at a right angle to Station 402+16.7 on the said center line;

THENCE S 61° 28' E 50' northerly from and parallel to the center line of said new location survey 259.4' to a point in the east line of the said 189 3/4 acre tract, the same being the west line of the said Fort Worth to Cleburne Interurban, 50' northerly from and at a right angle to Station 404+76.1 on the said center line;

THENCE S 0° 00' E with the west line of said Interurban line and the east line of said 189 3/4 acre tract, 56.8' to the place of beginning and containing in all 0.871 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 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 11th day of August, A.D. 1931.

J.L.JOHNSON, SR.

STATE OF TEXAS |
COUNTY OF TARRANT |

BEFORE ME, the undersigned authority, on this day personally appeared J.L. Johnson,Sr., 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 11th day of August,A.D. 1931.

(L.S.)

W.A.FITTS,Notary Public,
Tarrant County, Texas.

FILED FOR RECORD AUGUST 18, 1931 AT 8;55 A.M. #16827
RECORDED AUGUST 19,1931 AT 9;00 A.M.

ORVILLE BEALL, COUNTY CLERK,
TARRANT COUNTY, TEXAS.

By Edna E. Dinkins Deputy.

J.G.GELASTOS | STATE OF TEXAS
TO | RELEASE |
TARRANT COUNTY, TEXAS | COUNTY OF TARRANT

WHEREAS, Tarrant County and the State Highway Department of Texas have constructed a ramp or earth approach to State Highway No.34, also known as Tarrant County Project No.434, called the Fort Worth to Jacksboro Highway;

WHEREAS,said ramp or earth approach passes along the east line of Lot 3, Bailey Gardens Addition to the City of Fort Worth, in Tarrant County,Texas, belonging to J.G.Gelastos;

Whereas, it is claimed by the said J.G.Gelastos that the building of said ramp or earth approach has damaged said property and the improvements thereon, by causing the toe of

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

COUNTY CLERK TARRANT COUNTY TEXAS

A CERTIFIED COPY,

ATTEST: 04 OCT , 20 11

MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas

BY: Christopher Deputy

10-37-11

#2

Electronically Recorded
Official Public Records

Tarrant County Texas
10/25/2010 11:15 AM **D210262896**

Suzanne Henderson

PGS 3 $24.00
Submitter: ACS

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS; MARY LOUISE GARCIA, COUNTY CLERK

DALE PROPERTY SERVICES, LLC
ATTN: RECORDING TEAM
500 TAYLOR ST. STE 600
FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, 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

ELECTRONICALLY RECORDED
BY ERXCHANGE

T.T.C.O.T

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

Electronically Recorded
Chesapeake Operating, Inc.

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 20th day of September, 2010, by and between Julia Villa, a married person herein not joined by spouse whose address is 2410 Darrow Street, Silver Springs Maryland 20902, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496 , 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:

.389 Acres of land, more or less, being Lot 12R, Block 5, of the V R Horton Subdivision, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-58, Page 831, of the Plat Records of Tarrant County, Texas

in the county of TARRANT, State of TEXAS, containing .389 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in 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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY TEXAS COUNTY CLERK

11-12-01

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)

Julia Villa.
By: Julia Villa

09/24/10
By:

ACKNOWLEDGMENT

STATE OF TX
COUNTY OF TARRANT

This instrument was acknowledged before me on the 24 day of Sept, 2010, by: Julia Villa, a married person herein not joined by spouse

Notary Public, State of TX
Notary's name (printed): ANNA HOLDER
Notary's commission expires: 2/13/2013

STATE OF ____
COUNTY OF ____

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

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

COUNTY CLERK TARRANT COUNTY TEXAS

A CERTIFIED COPY,
ATTEST: 04 OCT, 20 11
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: Christopher H Deputy

11-12-01

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

(4)

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 30th day of June, 2008, by and between Dang Cong Huynh and wife Nga Thi Ho Huynh whose addresss is 6428 Monarch Hills Drive, Fort Worth, Texas 76132 as Lessor, and, **DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas Texas 75201,** as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

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

0.863 Acres of land,being more or less Lot X1, Block 4, V. R. Horton Subdivision, to the City of Fort Worth, Tarrant County, Texas, according to Plat Record recorded in Volume 388-30, Page 723, Plat Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing 0.863 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 there from is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production there from is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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

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

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

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

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY TEXAS COUNTY CLERK

11-12-07

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR (WHETHER ONE OR MORE)

By: DANG CONG HUYNH

By: NGA THI HO HUYNH

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 24 day of June, 2008, by: DANG CONG HUYNH AKA THI HO HUYNH

PHILLIP A. CARAWAY
Notary Public, State of Texas
My Commission Expires
March 23, 2011

Notary Public, State of Texas
Notary's name (printed): Phillip A. Caraway
Notary's commission expires: 03-23-2011

STATE OF Texas
COUNTY OF Tarrant

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

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

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

DALE RESOURCES
3000 ALTA MESA BLVD STE 300

FT 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: 07/21/2008 03:08 PM
Instrument #: D208283193
LSE 3 PGS $20.00

By: _____

D208283193

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MV

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

A CERTIFIED COPY,
ATTEST: 04 OCT, 20 11
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

11-12-08

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.

(5)

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK
COUNTY TEXAS TARRANT COUNTY CLERK

2

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 17th day of April, 2009, by and between J. E. Winters Family Partnership, LTD., a Texas Limited partnership whose addresss is P O Box 5670, Granbury, Texas 76049 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:

.527 ACRES OF LAND, MORE OR LESS, BEING LOT(S) X2, BLOCK 4, OUT OF THE VR HORTON SUBDIVISION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 388-30, PAGE 723, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

in the County of TARRANT, State of TEXAS, containing .527 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-forth (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-forth (1/4) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production there from is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production there from is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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

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

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

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

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

11-12-01

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR (WHETHER ONE OR MORE)

Margaret Ann Haines

By: Margaret Ann Haines
As: General Partner of J. E. Winters Family Partnership, LTD, general partner of J.E. Winters Family Partnership, LTD., a Texas limited partnership

By: James Kendall Winters
As: General Partner of J.E. Winters Family Partnership, LTD, general partner of J.E. Winters Family Partnership, LTD., A Texas limited partnership

ACKNOWLEDGMENT

STATE OF TX
COUNTY OF Hood

This instrument was acknowledged before me on the 17th day of April, 2009, by: Margaret Ann Haines as General Partner of J. E. Winters Family Partnership, LTD., a Texas limited partnership on behalf of said partnership.

VALERIE BAKER
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 7-10-2010

Notary Public, State of TX
Notary's name (printed): Valerie Baker
Notary's commission expires: 7/10/2010

STATE OF TX
COUNTY OF TARRANT

This instrument was acknowledged before me on the 17 day of April, 2009, by: James Kendall Winters as General Partner of J.E. Winters Family Partnership, LTD., a Texas limited partnership on behalf of said partnership.

MARY BAKER
MY COMMISSION EXPIRES
December 31, 2009

Notary Public, State of TX
Notary's name (printed): MARY BAKER
Notary's commission expires: 12-31-09

TT-TE-OT

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

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

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

Filed For Registration: 04/27/2009 03:54 PM
Instrument #: D209111305
LSE 3 PGS $20.00

By: _____

D209111305

A CERTIFIED COPY, ATTEST: 10-4, 2011
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MV

2

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

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

(6)

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 6 day of March, 2009, by and between Jupiter Food Mart, LLC., a Texas Limited liability Company whose addresss is 3301 Mansfield Hwy Fort Worth, Texas 76119 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

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

.298 ACRES OF LAND, MORE OR LESS, BEING LOT(S) 13B, BLOCK 20 OUT OF THE Glen Park ADDITION, AN ADDITION TO THE CITY OF Fort Worth, TARRANT COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 388-K, PAGE 485 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

In the County of Tarrant, State of TEXAS, containing .298 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

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

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

11.15.01

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR (WHETHER ONE OR MORE)

Ameer Ali

By: Ameer Ali
As Manager of Jupiter Food Mart, L.L.C.,
a Texas limited liability company

Salim K Hirani

By: Salim K Hirani
As: Manager of Jupiter Food Mart, L.L.C.,
a Texas limited liability company.

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 6 day of March, 2009,
by: Ameer Ali as Manager of Jupiter Food Mart, L.L.C., a Texas limited liability company
on behalf of said Company.

MARIA MUNOZ PADILLA
Notary Public, State of Texas
My Commission Expires
October 05, 2011

Maria Munoz Padilla
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 6 day of March, 2009,
by: Salim K. Hirani as Manager of Jupiter Food Mart, L.L.C., a Texas limited
liability company on behalf of said Company.

MARIA MUNOZ PADILLA
Notary Public, State of Texas
My Commission Expires
October 05, 2011

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

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

TARRANT COUNTY TEXAS COUNTY CLERK

11.12.01

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

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: 03/10/2009 04:17 PM
Instrument #: D209065409
LSE 3 PGS $20.00

By: _____

D209065409

A CERTIFIED COPY, ATTEST: 10-4-11, 20__
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: WD

11.12.01

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

7

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 3 day of April, 2009, by and between Eddie Sanders and wife, Brenda Sanders and Eslie Sanders, a married person herein not joined by spouse whose addresss is 3309 Mansfield Hwy, Fort Worth, Texas 76119 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

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

.729 ACRES OF LAND, MORE OR LESS, BEING LOT(S) 14, BLOCK 20, OUT OF THE GLEN PARK ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 388-K, PAGE 1, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY TEXAS COUNTY CLERK

in the County of TARRANT, State of TEXAS, containing .729 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-forth (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-forth (1/4) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production there from is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production there from is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR (WHETHER ONE OR MORE)

By: Eddie Sanders

By: Brenda Sanders

By: Eslie Sanders

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant
This instrument was acknowledged before me on the 3 day of April, 2009, by: Eddie Sanders

MARIA MUNOZ PADILLA
Notary Public, State of Texas
My Commission Expires
October 05, 2011

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

STATE OF Texas
COUNTY OF Tarrant
This instrument was acknowledged before me on the 3 day of April, 2009, by: Brenda Sanders

MARIA MUNOZ PADILLA
Notary Public, State of Texas
My Commission Expires
October 05, 2011

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

STATE OF TX
COUNTY OF Tarrant

This instrument was acknowledged before me on the 3 day of April, 2009, by: Eslie Sanders & MP

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

MARIA MUNOZ PADILLA
Notary Public, State of Texas
My Commission Expires
October 05, 2011

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

11.12.01

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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

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

Filed For Registration: 04/16/2009 04:02 PM
Instrument #: D209102316
LSP 4 PGS $24.00

By: _____

D209102316

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CA

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

A CERTIFIED COPY, ATTEST: 10-4, 2011
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

(8)

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

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

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

THIS AGREEMENT made this 5th day of December, 2007, between Leonardo Garcia & Hilda Hinojosa Both Herein Doing with sole survivorship rights of survivorship, Lessor (whether one or more), whose address is 7333 Mansfield Hwy. Ft. Worth TX 76179, 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:

.479 acres of land, more or less, being Blk 1 Lot 1R of the Berry Castle Addition, an addition to the city of Fort Worth, Texas, being more particularly described by metes and bounds in that certain plat, recorded in Volume 388-84, Page 5, of the Plat Records, of Tarrant County, Texas.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal Twenty Five Percent (25%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such Twenty Five Percent (25%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear Twenty Five Percent (25%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee Twenty Five Percent (25%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products Twenty Five Percent (25%) of the amount realized from the sale of gasoline or other products extracted the refrom 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 Lessees pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

11.12.07

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

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

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

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

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

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

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

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

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

Signature: Hilda Hinojosa
Printed Name: Hilda Hinojosa

Signature:
Printed Name: Leonardo Garcia.

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 5th day of December, 2007,
by Hilda Hinojosa

MATT J. LYONS
Notary Public, State of Texas
My Commission Expires
October 02, 2011

Matt J Lyons
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 5th day of December 2007,
by Leonardo Garcia

MATT J. LYONS
Notary Public, State of Texas
My Commission Expires
October 02, 2011

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS; MARY LOUISE GARCIA, COUNTY CLERK

DALE RESOURCES
2100 ROSS AVE # 1870 LB 9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

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

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

Filed For Registration: 12/19/2007 07:33 AM
Instrument #: D207448913
LSE 3 PGS $20.00

By: _____

D207448913

A CERTIFIED COPY,
ATTEST: 04 OCT, 20 11
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CA

11.12.01

(11)

6

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

OIL AND GAS LEASE

STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS AGREEMENT is made effective January 4, 2008, between **Stephen A. Showalter and wife, Rebecca Showalter**, whose address is P. O. Box 654, Mercer Island, Washington 98040, (hereinafter referred to as "Lessor"), and **Dale Property Services, LLC,** (hereinafter referred to as "Lessee"), whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, Texas 75201.

Grant. In consideration of Ten Dollars and other consideration in hand paid, Lessor grants and leases exclusively unto Lessee the following described land (the "Land") in Tarrant County, Texas, for the sole purpose of exploring, drilling, and producing oil and gas, laying pipelines and building roads and tanks thereon to produce, save, treat, process, store, and transport oil and gas and other products manufactured from oil and gas produced from the Land described as follows:

> 1.5022 acres of land, more or less, being all of Lot A, Block 2, out of Berry Castle Addition, an addition to the City of Fort Worth, Tarrant County, Texas, with metes and bounds according to the replat thereof recorded in Volume 7135, Page 921, Plat Records, Tarrant County, Texas.

1) **Primary Term**. This Lease is for a term of three (3) years from this date (called "Primary Term") and so long thereafter as oil or gas is produced from the Land in paying quantities or the lease is continued in effect as otherwise provided herein.

2) **Minerals Covered**. Notwithstanding any other provision hereof, this lease covers only oil and gas. The term "oil and gas" means oil, gas, and other liquid and gaseous hydrocarbons produced through a well bore.

3) **Royalty.** (a) The royalties to be paid Lessor are:

(1) 25% of all oil (including distillate or condensate and other liquid hydrocarbons) produced and saved from the Land, the same to be delivered at the well or to the credit of Lessor into the pipeline to which the well or wells may be connected.

(2) 25% of the gross proceeds received at the point of delivery or first sale of all gas, including casinghead gas or other gaseous substances, produced from the Land.

(3) 25% of the gross proceeds of all plant products (including residue gas), free of any processing cost, where gas is processed in a plant on or off the Land by Lessee or any affiliated person or entity; and if processed, but not by Lessee or an affiliated person or entity, 25% of that part of the proceeds received by Lessee for the processed gas and products therefrom that are allocable to the production from the Land.

(b) Unless specified below, Lessor's royalty may not be charged, directly or indirectly, with any of Lessee's expenses of production, gathering, compressing, treating or marketing the oil and gas produced from the Land, and all of such expenses shall be considered costs of production and not post production costs. Royalty will be paid on gas used by Lessee in compression, but royalties will not be paid on gas used in gas lift operations or recycling. It is the intent of the parties that the provisions of this Section 4(b) are to be fully effective and enforceable and are not to be construed as "surplusage" under the principles set forth in *Heritage Resources v. NationsBank*, 939 S.W.2d 118 (Tex. 1997). Notwithstanding the foregoing, Lessor's royalty may be charged with costs and expenses of transporting, dehydrating, compressing, processing and treating gas produced from the lease as long as such costs are

T.T.S.T

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

charged to Lessee by a gas purchaser or transportation company which is not an affiliate of Lessee in an arms length transaction, and provided such costs do not exceed those charged for performing similar services by unrelated third parties in arms length transactions in Tarrant County, Texas. If gas produced from the Land is sold by Lessee pursuant to an arms-length contract with a purchaser that is not an affiliate of Lessee, and for a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the gas sold pursuant to the contract shall be the total proceeds received by Lessee in the sale.

(c) Lessee must disburse or cause to be disbursed to Lessor its royalty on production from a particular well not later than 120 days after the end of the month following first delivery of gas from the well into the pipeline. Thereafter, Lessee must disburse or cause to be disbursed to Lessor by the last day of each month its royalty on production for which Lessee received payment in the preceding month, but in no event shall royalty be paid more than 60 days after the last day of the month of production. If not paid when due, Lessor's royalty shall bear interest at the maximum lawful rate from due date until paid, which amount Lessee agrees to pay.

(d) Acceptance by Lessor of royalties that are past due shall not act as a waiver or estoppel of its right to receive interest due thereon unless Lessor expressly so provides in writing signed by Lessor.

(e) The receipt by Lessee, or Lessee's operator, from a purchaser or a pipeline company of proceeds of production for distribution to Lessor will not result in Lessee, or Lessee's operator, acquiring legal or equitable title to those proceeds, but Lessee, or Lessee's operator, will at all times hold the proceeds in trust for the benefit of Lessor. Notwithstanding the insolvency, bankruptcy, or other business failure of a purchaser of production from the Land or pipeline company transporting production from the Land, Lessee will remain liable for payment to Lessor for, and agrees to pay Lessor all royalties due Lessor together with interest if not timely paid.

(f) Gas produced from the Land shall not be commingled with gas produced from any other lands prior to the point where the gas produced from this lease passes through the meter which will measure the gas for calculating the payment made by the purchaser of gas production.

5) **Shut-in Royalty.** If there is a gas well on this lease capable of producing in paying quantities, but gas is not being sold, Lessee shall pay or tender on or before 180 days after the date which the well is shut-in, an annual royalty in the amount set forth below for each well from which gas is not being sold. The royalty amount shall be $25 per acre. While royalty payments are timely and properly paid, the well shall be considered as a producing well. The right of Lessee to maintain this lease in force by payment of shut-in gas royalty is limited to a period of two (2) consecutive years or four (4) years in the aggregate following expiration of the Primary Term. The obligation of Lessee to pay shut-in royalty is a condition and not a covenant. The payment or tender of royalty under this paragraph may be made by the check of Lessee mailed or delivered to the parties entitled thereto.

6) **Continuous Development.** (a) If, at the expiration of the Primary Term, oil or gas is not being produced from the Land, but Lessee has commenced the drilling of a well on **land pooled with** the Land, the Lease will not terminate but will remain in effect for so long thereafter as operations are carried out with due diligence with no cessation of more than 120 days, and if the operations result in the production of oil or gas, the Lease shall remain in force as otherwise provided herein. For the purposes of this Lease, the term "operations" means operations for any of the following: operations for drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search of or in the endeavor to obtain production of oil or gas.

(b) If this Lease is maintained upon the expiration of the primary term by production, drilling or otherwise as provided herein, this Lease will remain in force as to all acreage covered hereby, as long as there is no lapse of more than 180 days between the completion of one well thereon and the commencement of the actual drilling of another well thereon. For the purpose of computing the time for the commencement of actual drilling of a well, each well drilled shall be deemed to have been completed on the date of the release of the drilling rig from the drillsite of the well, if a dry hole, or on the date of completing the Texas

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

Railroad Commission Potential Test if the well is completed as a well capable of producing oil or gas.

(c) If after the expiration of the primary term production from any well shall cease for any cause, Lessee shall have 120 days from the cessation of production to commence, and thereafter prosecute with due diligence drilling or reworking operations in a good faith attempt to restore production from the tract on which the well is located with no cessation of more than 120 days, and if such operations result in production, this lease shall continue as to such tract for so long as production in paying quantities continues from such tract.

(d) Upon the expiration of the Primary Term, or such later time as the Lease is not maintained by continuous development, this Lease will terminate except as to the amount of acreage described below surrounding any well that is then producing in paying quantities, or deemed to be producing in paying quantities by virtue of payment of shut-in royalties, (hereafter a "Retained Tract"), and as to each Retained Tract, the Lease will then terminate as to all depths below 100 feet below the stratigraphic equivalent of the base of the deepest producing formation on the Retained Tract. The Lease will be treated as a separate lease with respect to each Retained Tract and will continue so long as production in paying quantities continues from the tract.

7) **Pooling.** Lessee shall have the right to pool the Land with other contiguous acreage to form a pooled unit for the production of oil and gas. The size of the unit shall not exceed 320 acres plus a ten percent (10%) tolerance for a horizontal gas well. Lessee shall file for record in the Real Property Records where the land is located, an instrument describing and designating the pooled acreage and depths for the pooled unit, and upon such recordation, the unit shall become effective as to all parties hereto. Lessee may at its election exercise its pooling option before or after commencing operations. In the event of operations for drilling on or production of oil or gas from any part of the pooled unit which includes the land covered by this Lease, the operations or production shall be considered as operations on or production of oil or gas from the land covered by this Lease, whether or not the well is located on the land covered by this Lease. For the purposes of computing the royalties to which owners of royalty payments out of production shall be entitled on production of oil or gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this Lease and included in the unit that prorated portion of the oil and gas, or either of them, produced from the pooled unit which the number of mineral acres covered by this Lease and included in the pooled unit bears to the total number of mineral acres included in the pooled unit. Royalties shall be computed on the portion of such production whether it be oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production was from the land covered by this Lease.

8) **Secondary Recovery**. Lessee will not implement any repressuring, pressure maintenance, recycling, or secondary recovery operations without the prior written consent of Lessor, which consent will not be unreasonably withheld.

9) **Assignments.** All assignments, except those to officers, subsidiaries, and affiliates of Lessee, must be approved by Lessors in writing and will require the assignee to assume all of Lessee's obligations under this lease.

10) **Force Majeure.** Should Lessee be prevented by reason of Force Majeure from complying with any express or implied covenant of this Lease (other than a requirement to pay money that has accrued as was due prior to the occurrence of the force majeure event), from conducting drilling or reworking operations on the Land, or from producing oil or gas, then while so prevented, that covenant will be suspended; Lessee will not be liable for damages for failure to comply therewith; this Lease will be extended so long as Lessee is prevented from conducting drilling or reworking operations on or from producing oil or gas from the Land; and the time while Lessee is so prevented will not be counted against Lessee. "Force Majeure" means any Act of God, war, strike, riot, insurrection, any federal or state law, or any rule or regulation of governmental authority, or other similar cause (other than financial reasons). The inability to obtain a permit to drill a well from the City of Benbrook shall constitute a force majeure, but may not be used to extend this lease in excess of two years.

11) **No Warranties**. Lessor makes no warranty of any kind with respect to title to the Land. By acceptance of this lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

to the Land, and Lessee assumes all risk of title failures. If Lessor owns an interest in the Land less than the entire fee simple estate, then the royalties payable hereunder shall be reduced proportionately. Lessee, at its option, may discharge any tax, mortgage, or other lien on the Land, and in the event Lessee does so, Lessee will have the option to apply the royalties accruing to Lessor toward payment of it.

12) **Curing Defaults**. Should Lessee at any time fail to comply with its obligations hereunder regarding construction, maintenance, or repair, Lessor shall have the right, after giving 60 days prior written notice to Lessee, to do or have done whatever is necessary to fulfill the obligations to its satisfaction, and Lessee shall be liable to Lessor for the reasonable and necessary expenses thus incurred by Lessor, to be paid within 30 days after Lessor shall have furnished Lessee an itemized written statement of the expenses.

13) **Notices.** All notices shall be deemed given and reports shall be deemed delivered if sent by certified letter, personal delivery, Federal Express, or other courier service, properly addressed and deposited in the United States mail, postage prepaid, to Lessor and Lessee at the addresses shown above, or by personal delivery or delivery by Federal Express or other courier service which provides verification of receipt.

14) **Attorney's Fees**. In the event that Lessor or Lessee shall be required to employ legal counsel for the enforcement of any provision of this lease and prevails by a final, unappealable judgment, the party found to be in default of the provisions of the lease shall be liable to the other party for reasonable attorney's fees and expenses incurred in connection with enforcing the rights under this lease.

15) **Indemnity.** LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, SUCCESSORS, AND ASSIGNS AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY LESSEE'S OPERATIONS ON THE LAND OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS BY LESSEE. AS USED IN THIS PARAGRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, AND ITS INDEPENDENT CONTRACTORS.

16) **Option Clause.** Notwithstanding anything to the contrary herein contained, Lessee is hereby granted the exclusive option, to be exercised prior to the date on which this lease or any portion thereof would expire in accordance with its terms and provisions, of extending this lease for an additional period of two (2) years as to all or any portion of the acreage described herein. The only action required by Lessee to exercise this option being payment to Lessor, at the above address, of an additional consideration of the sum of $4,000.00 per net mineral acre so extended, which payment shall cover the entire two (2) year extended primary term. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. If this lease is extended as to only a portion of the acreage then covered thereby, Lessee shall designate such portion by a recordable instrument.

17) **Miscellaneous Provisions**. (a) In the event this lease expires for any reason as to all or any part of the Land, Lessee shall promptly furnish Lessor with a written, recordable release covering all of the Land or that portion of the Land to be released.

(b) Nothing in this lease negates the usual implied covenants imposed upon Lessee.

(c) Upon receipt of written request from Lessor, Lessee shall furnish Lessor with copies of all title opinions prepared for Lessee covering the Leased Premises. Such title information shall be without warranty and shall be provided for informational purposes only.

(d)

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

(e) Upon receipt of written request from Lessor, Lessee shall furnish Lessor copies of reports filed with the Railroad Commission of Texas or other governmental authority having jurisdiction, including, but not limited to, applications to drill, well tests, completion reports, plugging records, and production reports, Lessee shall, at the same time, deliver a copy of the report to Lessor.

(f) Lessee will divulge to Lessor correct information as requested by Lessor as to each well, the production therefrom, and such technical information as Lessee may require.

(g) No obligation that has accrued prior to the occurrence of the Force Majeure event of Lessee to pay money under this lease will be excused or delayed by reason of Force Majeure. Lessee's obligations to pay money under this lease are to be performed in Tarrant County, Texas. Paragraph headings are used in this lease for convenience only and are not to be considered in the interpretation or construction of this lease. The execution or ratification by Lessor of any division order, gas contract, or any other document will not alter any provision of this lease unless the intent to do so is expressly stated in the document.

(h) Lessor and Lessee may execute a memorandum of this lease for recording purposes rather than recording this lease.

(i) This lease is binding upon and for the benefit of Lessor, Lessee, and their respective heirs, personal representatives, successors, and assigns. Executed on the date first above written.

18) Notwithstanding anything contained herein, Lessee shall not conduct any surface operations on the herein leased premises, however, Lessee shall have the right to explore for the oil and gas under the leased premises and the right to drill, operate and produce directional and/or horizontal wells through and under the leased premises, irrespective of the bottom hole locations of such wells. To this end, Lessor grants to Lessee a subsurface easement for all purposes associated with such horizontal and/or directional wells.

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

LESSOR:

Stephen A. Showalter

Rebecca Showalter

LESSEE: DALM PROPERTIES SERVICES, LLC
A Texas limited liability company

By: _____
Title President

Acknowledgements

STATE OF WASHINGTON

COUNTY OF KING.

This instrument was acknowledged before me on the 4th day of ~~January~~ February, 2008, by Stephen A Showalter.

JAN HERNANDEZ
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 1, 2009

Notary Public, State of Washington

T.T.C.01

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

STATE OF WASHINGTON

COUNTY OF King

This instrument was acknowledged before me on the 4th day of ~~January~~ February, 2008, by Rebecca Showalter.

JAN HERNANDEZ NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES SEPTEMBER 1, 2009

Notary Public, State of Washington

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 4th day of January, 2008, by Mike Taliaferro, President of Dale Property Services, L.L.C., a Texas limted liability company, on behalf of said copany.

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

JAMES H. WEBB III
Notary Public, State of Texas
My Commission Expires
November 17, 2010

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

11-12-01

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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

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

Filed For Registration: 04/07/2008 11:09 AM
Instrument #: D208122997
DSE 7 PGS $36.00

By: _____

D208122997

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CN

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

A CERTIFIED COPY,
ATTEST: 04 OCT, 20 11
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

11-12-01

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.

(12)

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

PAID UP OIL AND GAS LEASE
(No Surface Use)

THIS LEASE AGREEMENT is made this 3rd day of ~~February~~ March, 2008, by and between

Sanjay R. Patel, a single man as Lessor (whether one or more), whose address is

210 Tabor Drive, Arlington, Texas, 76002 and **DALE PROPERTY SERVICES L.L.C. 2100 Ross Ave Suite 1870 Dallas, Texas, 75201**, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

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

.861 acres of land, more or less, being all of Lot(s) 18, Block 3, of the Berry Castle Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-X, Page 87, of the Plat Records of Tarrant County, Texas,

SAVE AND EXCEPT THAT PORTION OF LOT CONVEYED TO THE BROYLES COMPANY, DECEMBER 16, 1971, RECORDED IN VOLUME 5161, PAGE 33, DEED RECORDS, TARRANT COUNTY, TEXAS.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY TEXAS COUNTY CLERK

in the county of Tarrant, State of TEXAS, containing .861 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR (WHETHER ONE OR MORE)

Signature: _____

Printed Name: SANJAY PATEL

Signature: _____

Printed Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT
This instrument was acknowledged before me on the 3 day of March, 2008, by Donna E. Curtis.

DON... NOT... Sta... Comm. ... 15-2008

Donna Curtis
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires: 11-15-2008

STATE OF TEXAS
COUNTY OF TARRANT
This instrument was acknowledged before me on the _____ day of _____, 20____, by

_____.

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____
This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ of _____, a _____ corporation, on behalf of said corporation.

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY TEXAS COUNTY CLERK

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: 03/19/2008 12:19 PM
Instrument #: D208098870
LSE 3 PGS $20.00

By: _____

D208098870

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: WD

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

A CERTIFIED COPY,
ATTEST: 04 OCT, 2011
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

11.15.01

2

Producers 88
Revised Paid Up with
640 Acres Pooling Provision

(13)

OIL, GAS AND MINERAL LEASE

FILED
TARRANT COUNTY TEXAS
07 JUL 10 AM 11:19
SUZANNE HENDERSON
COUNTY CLERK
BY

THIS AGREEMENT made this 15h day of May 2007, between

whose address is: **Jei Investment, Inc, a Texas corporation, Lessor,**
3415 Mansfield Highway
Fort Worth, Texas 76119

And

KERR ENERGY, LLC, Lessee,
209 West 2nd Street #122
Fort Worth, Texas 767102

WITNESSETH:

I. Lessor in consideration of *** Ten and More 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:

Lot 7, Block 5, Berry Castle Addition, an Addition to the City of Fort Worth, Texas according to the plat thereof recorded in Volume 388-X, Page 87, Deed Records of Tarrant County, Texas.

Reference to said deeds is herein made for a more complete description of the land. For the purpose of calculating shut-in royalty payments hereinafter provided for, said land is estimated to comprise [redacted] 2 acres, more or less.

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

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **THREE (3) years** from 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 thereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which lessee may connect its wells, the equal (23%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay Lessor the average posted market price of such (23%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear (23%) of the cost of treating oil to render it marketable pipe line oil; (b) to pay Lessor for gas and casinghead gas produced from said land (1) when sold by lessee, (23%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, (23%) of the amount realized from the sale of gasoline or other products extracted therefrom and (23%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay Lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on 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 (PAY DIRECT TO LESSOR) _____Bank,_____, 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 such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownership 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, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing unit" of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which t he leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on

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 SOCAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production for the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest 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 as provided above with consequent allocation of production as above 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.

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

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines 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 minerals 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, sulfur, 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 Lessor 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 oil or gas 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. It is the desire of Lessee to obtain from Lessor an Option to Extend the term this lease for an additional two years from the expiration date of this lease. Lessee may exercise their Option by an additional payment of $4,000.00 per mineral acre. This option may be exercised by written notice accompanied by check payable to Lessor representing the bonus payment stated above, on or before the expiration date hereof. If Lessee elects not to exercise this option, this option will terminate on the expiration date of the lease.

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

Jei Investments, Inc.

By: _____

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on May 16, 2007 by Manjunderpal S. Rai President of Jei Investment, Inc.

My Commission Expires 08-08-07

CATHY LUCE
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/08/07

_____
Notary Public

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY TEXAS COUNTY CLERK

KERR ENERGY LLC
209 WEST 2ND STREET
122
FT WORTH TX 76102

Submitter: KERR ENERGY

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

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

Filed For Registration: 07/10/2007 11:48 AM
Instrument #: D207239802
LSE 3 PGS $20.00

By: _____

D207239802

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.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

A CERTIFIED COPY,
ATTEST: 04 OCT, 2011
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

11:12:01

(14 + 15)

Producers 88
Revised Paid Up with
640 Acres Pooling Provision

OIL, GAS AND MINERAL LEASE

FILED
TARRANT COUNTY TEXAS
07 JUL 10 8:11:19
SUZANNE HENDERSON
COUNTY CLERK

THIS AGREEMENT made this 8th day of May 2007, between

Donald Scott, Lessor, AN UNMARRIED MAN
whose address is: 1110 Mc Campbell Road
Mansfield, Texas 76063

And

KERR ENERGY, LLC, Lessee,
209 West 2nd Street #122
Fort Worth, Texas 767102

WITNESSETH:

I. Lessor in consideration of *** Ten and More Dollars ******* ($10.00), in hand paid, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to wit:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

Reference to said deeds is herein made for a more complete description of the land. For the purpose of calculating shut-in royalty payments hereinafter provided for, said land is estimated to comprise 6.1129 acres, more or less.

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

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **THREE (3) years** from 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 thereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which lessee may connect its wells, the equal (23%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay Lessor the average posted market price of such (23%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear (23%) of the cost of treating oil to render it marketable pipe line oil; (b) to pay Lessor for gas and casinghead gas produced from said land (1) when sold by lessee, (23%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, (23%) of the amount realized from the sale of gasoline or other products extracted therefrom and (23%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay Lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on 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 (PAY DIRECT TO LESSOR) _____ Bank, _____, 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 such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownership 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, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing unit" of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which t he leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land

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 SOCAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production for the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest 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 as provided above with consequent allocation of production as above 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.

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

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines 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 minerals 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, sulfur, 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 Lessor 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 oil or gas 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. It is the desire of Lessee to obtain from Lessor an Option to Extend the term this lease for an additional two years from the expiration date of this lease. Lessee may exercise their Option by an additional payment of $4,000.00 per mineral acre. This option may be exercised by written notice accompanied by check payable to Lessor representing the bonus payment stated above, on or before the expiration date hereof. If Lessee elects not to exercise this option, this option will terminate on the expiration date of the lease.

12. In the event that the Lessee uses the lands described on Exhibit "A" for a drill-site location, then Lessee, shall pay to Lessor an additional sum of $35,000.00 for the right to use said lands for drill-site location, holding pits, tank batteries and any other structures that the Lessee deems necessary.

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

Donald Scott

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on May, 2007 by Donald Scott.

My Commission Expires

JOEL VASQUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/17/2011

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS;
MARY LOUISE GARCIA, COUNTY CLERK

SCHEDULE "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED MAY 7th, 2007 BETWEEN DONALD SCOTT, LESSOR AND KERR ENERGY, LLC, LESSEE.

Lots 4 and 5 Block 8, GLEN PARK ADDITION, an Addition to the City of FORT WORTH, TEXAS, according to plat recorded in Book 388-I, Page 60, Plat Records of Tarrant County, Texas.

Lots 6, 7, 8, 9, 10, 11 and 12, Block 23, GLEN PARK ADDITION, an Addition to the City of FORT WORTH, TEXAS, according to plat recorded in Book 388-I, Page 60, Plat Records of Tarrant County, Texas.

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, Block 24, GLEN PARK ADDITION, an Addition to the City of FORT WORTH, TEXAS, according to plat recorded in Book 388-I, Page 60, Plat Records of Tarrant County, Texas.

Lots 1, 2, 3, 4 and 5, Block 25, GLEN PARK ADDITION, an Addition to the City of FORT WORTH, TEXAS, according to plat recorded in Book 388-I, Page 60, Plat Records of Tarrant County, Texas.

Donald Scott

Donald Scott

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY TEXAS COUNTY CLERK

11.15.07

KERR ENERGY LLC
209 WEST 2ND STREET
122
FT WORTH TX 76102

Submitter: KERR ENERGY

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

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

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

Filed For Registration: 07/10/2007 11:48 AM
Instrument #: D207239801
LSE 4 PGS $24.00

By:

D207239801

A CERTIFIED COPY,
ATTEST: 04 OCT, 20 11
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: Deputy

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.

11.12.01

3

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.

(16)

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 23rd day of August, 2010, by and between Marcer Investments, LLC., A Texas Limited Liability Company whose addresss is 325 East Jefferson Boulevard, Dallas, Texas 75203 **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:

1.307 ACRES OF LAND, MORE OR LESS, BEING ALL OF LOTS 4,5,AND 9, AND A PORTION OF LOTS 6,7,AND 8,BLOCK 3, OF THE NORTON HEIGHTS ADDITION, AN ADDITION TO THE CITY OF FORT WORTH,TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN DEED DATED FEBRUARY 10,2004, BY AND BETWEEN JOSE LUIS TORRES AND GASPAR VASQUEZ, GRANTOR, AND MARCER INVESTMENTS,LLC, A TEXAS LIMITED LIABILITY COMPANY, AS GRANTEE, AND RECORDED IN INSTRUMENT NUMBER D204045766, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.

in the County of Tarrant, State of TEXAS, containing 1.307 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in 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.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS.
MARY LOUISE GARCIA, COUNTY CLERK

11.15.01

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR (WHETHER ONE OR MORE)

By: Raul Estrada
As: Manager of Marcer Investments,LLC, A Texas Limited Liability Company

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 23rd day of August, 2010, by: Raul Estrada, Manager of Marcer Investments LLC a Texas Liability Company,on behalf of said company

Notary Public, State of Texas
Notary's name (printed): Jarrod Hopper
Notary's commission expires: 2/18/14

JARROD B. HOPPER
Notary Public, State of Texas
My Commission Expires
February 18, 2014

STATE OF _____
COUNTY OF _____

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

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT "A"

Attached to and by reference made a part of that certain Oil & Gas Lease dated this 23rd day of August, 2010, between Marcer Investments, LLC, a Texas Limited Liability Company, as Lessor and Dale Property Services, LLC., as Lessee.

Conflict

In the event of a conflict between the terms of this addendum and the terms of the printed form of this Lease, the terms of this Addendum shall control

18. Paragraph 15 is hereby deleted in its entirety

19. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder against any person claiming by, through, or under Lessor but not otherwise, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-n royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

Signed For Identification:

By: Raul Estrada
As: Manager of Marcer Investments, LLC, a
Texas Limited Liability Company

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN GRANT COUNTY, TEXAS; MARY LOUISE GARCIA, COUNTY CLERK

11.12.01

SUZANNE HENDERSON

COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES
500 TAYLOR ST # 600
FT WORTH, TX 76102

Submitter: DALE RESOURCES LLC

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

Filed For Registration:	8/26/2010 4:17 PM			
Instrument #:	D210209001			
	LSE	4	PGS	$24.00

By: Suzanne Henderson

D210209001

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: AKCHRISTIAN

COUNTY CLERK TARRANT COUNTY TEXAS

A CERTIFIED COPY

ATTEST: 04 OCT , 2011

MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas

BY: Christopher F Deputy

11.12.01

(17)

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 10th day of Nov., 2009, by and between Jo Carole Harding, herein dealing in her sole and separate property whose addresss is 4101 Coral Circle, Fort Worth, Texas 76126 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:

1.95 Acres of land, more or less, out of the Mary Horn Survey, Abstarct 691, Tarrant County, Texas, and being more particularlydescribed by metes and bounds in that certain deed dated September 21, 1981, by and between Robert J Harding, as Grantor and Jo Carole Harding, as Grantee, and Recorded in Volume 7355, Page 2220, of the Deed Records of Tarrant County, Texas.

in the County of TARRANT, State of TEXAS, containing 1.95 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

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

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR (WHETHER ONE OR MORE)

Jo Carole Harding

By: Jo Carole Harding

By: _____

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 10th day of November, 2009, by: Jo Carole Harding

MARIA MUNOZ PADILLA
Notary Public, State of Texas
My Commission Expires
October 05, 2011

Maria Mz Padilla

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

STATE OF _____
COUNTY OF _____

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

_____

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

SUZANNE HENDERSON

COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

Submitter: DALE RESOURCES LLC

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

Filed For Registration:	11/19/2009 10:21 AM			
Instrument #:	D209304352			
	LSE	3	PGS	$20.00

By: Suzanne Henderson

D209304352

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: SLDAVES

A CERTIFIED COPY,
ATTEST: 04 OCT, 20 11
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: Christopher K Deputy

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.

(18)

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 10 day of October, 2009, by and between Randle D. Bracken, a single person whose addresss is 2032 Tarver Road, Burleson, Texas 76028 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:

.530 acres of land, more or less, out of the Mary Horn Survey, Abstract 691, Tract 3A01, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated August 23, 1994, by and between Robert Bracken, as Grantors, and Randle D. Bracken, as Grantee, and recorded in Volume 11710, Page 1747, of the Deed Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .530 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

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

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

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

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

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

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

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

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

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

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

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

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

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

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

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

17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of two (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

18. 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: Randle D Bracken

By: _____

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 16 day of Sept, 2009, by: Randle D Bracken

MARIA MUNOZ PADILLA
Notary Public, State of Texas
My Commission Expires
October 05, 2011

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

STATE OF ____
COUNTY OF ____

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

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

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

11:12:01

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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

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

Filed For Registration: 09/23/2009 08:03 AM
Instrument #: D209253419
LSE 3 PGS $20.00

By: _____

D209253419

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CA

A CERTIFIED COPY
ATTEST: 04 OCT, 20 11
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

11.12.01

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.

(18)

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

PAID UP OIL AND GAS LEASE
(No Surface Use)

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

TARRANT COUNTY TEXAS COUNTY CLERK

THIS LEASE AGREEMENT is made this 4 day of September 2009, by and between Nancy Bracken Lambert, herein dealing in her sole and separate property whose addresss is 2840 Greenway Drive, Burleson, Texas 76028 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:

.530 acres of land, more or less, out of the Mary Horn Survey, Abstract 691, Tract 3A01, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated December1, 1998, by and between Bryan Thomas Bracken and Heather Nicole Bracken, as Grantors, and Nancy Bracken Lambert, as Grantee, and recorded in Document D198288960, of the Deed Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .530 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of three (3)years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

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

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

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

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

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

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

11.12.01

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

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

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

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

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

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

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

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

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

17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of TWO (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

18. 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)

Nancy Lambert
By: Nancy Lambert

By: _____

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 2 day of July, 2009, by: Nancy Lambert

MARIA MUNOZ PADILLA
Notary Public, State of Texas
My Commission Expires
October 05, 2011

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

STATE OF _____
COUNTY OF _____

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

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

TARRANT COUNTY TEXAS COUNTY CLERK

11-12-01

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

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

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

Filed For Registration: 09/23/2009 08:03 AM
Instrument #: D209253421
LSE 3 PGS $20.00

By: _____

D209253421

A CERTIFIED COPY,
ATTEST: 10-4, 2011
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: CA

11.15.01

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.

(20)

2

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

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

THIS AGREEMENT made this 4th day of October, 2006, between Pat McCoy Plumbing Co., Inc., Lessor (whether one or more), whose address is 3402 Mansfield Highway, Fort Worth, 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:

1 acre of land, more or less, being a Tract of land out of the Mary Horn Survey, Abstract 691, a survey to the city of Fort Worth, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated February 14, 1977, from Helen L. Evans, a widow, individually and as independent executor of the estate of Howard E. Evans, deceased; William O. Evans and Barbara R. Evans, as Grantor, to Pat McCoy Plumbing Company, Inc., as Grantee, recorded in Volume 6200, Page 256, 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 Lessees pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

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

T.T.C.O.T

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS; MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY TEXAS COUNTY CLERK

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.

Ronnie McCoy

By: Ronnie McCoy
As: President of Pat McCoy Plumbing Co., Inc.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 4th day of October, 2006,

by Ronnie McCoy as President of Pat McCoy Plumbing Co, Inc., a Texas corporation, on behalf of said corporation.

BRADLEY ZHANEL
Notary Public, State of Texas
My Commission Expires
June 09, 2010

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

STATE OF

COUNTY OF

This instrument was acknowledged before me on the day of ,

by .

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

SHAW INTERESTS INC
PO BOX 9612

MIDLAND TX 79708

Submitter: SHAW INTEREST INC

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

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

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

Filed For Registration: 11/01/2006 11:45 AM
Instrument #: D206342312
OPR 3 PGS $20.00

By: _____

D206342312

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.

A CERTIFIED COPY,
ATTEST: 04 OCT, 20 11
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

11.15.07

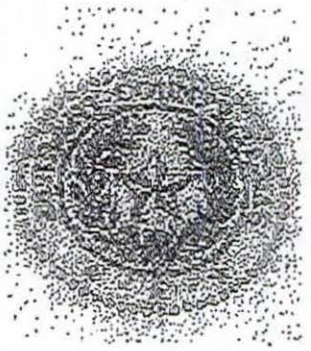
(21)

Electronically Recorded
Official Public Records

Tarrant County Texas
10/25/2010 11:15 AM **D210262893**

Suzanne Henderson

PGS 3 $24.00
Submitter: ACS



TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

DALE PROPERTY SERVICES, LLC
ATTN: RECORDING TEAM
500 TAYLOR ST. STE 600
FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, 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

ELECTRONICALLY RECORDED
BY ERXCHANGE

TT.TE.01

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

PAID UP OIL AND GAS LEASE
(No Surface Use)

Electronically Recorded
Chesapeake Operating, Inc.

THIS LEASE AGREEMENT is made this 4th day of October, 2010, by and between James F. Sigler, and wife, Carolyn Sigler whose address is 2069 Trailwood Drive.W, Burleson, Texas 76028, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, 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:

.460 acres of land, more or less, out of Mary Horn Survey, Abstracts 691, Tarrant County, Texas, and being more particularly describe by metes and bounds in the certain deed dated April 17, 1973, by and between Raymond Wilson, as the Grantor, and James F. Sigler, as Grantee, and recorded in Volume 5433, Page 275, of the Deed Records of Tarrant County, Texas.

in the county of TARRANT, State of TEXAS, containing .460 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in 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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS; MARY LOUISE GARCIA, COUNTY CLERK

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)

James F. Sigler
By: James F. Sigler

Carolyn Sigler
By: Carolyn Sigler

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 4th day of October, 2010, by: James F. Sigler and wife, Carolyn Sigler

LATRICE ANTHENETTE THOMAS
Notary Public, State of Texas
My Commission Expires
April 22, 2014

Latrice Anthenette Thomas
Notary Public, State of Texas
Notary's name (printed): Latrice Anthenette Thomas
Notary's commission expires: April 22, 2014

STATE OF _____
COUNTY OF _____

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

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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

A CERTIFIED COPY,
ATTEST: 04 Oct, 20 11
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

D210247141

11-15-01

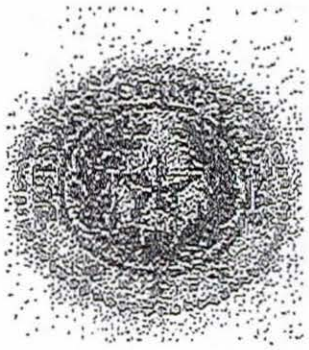
(22)

Electronically Recorded
Official Public Records

Tarrant County Texas
10/25/2010 11:15 AM **D210262894**

Suzanne.Henderson

PGS 3 $24.00
Submitter: ACS



TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

DALE PROPERTY SERVICES, LLC
ATTN: RECORDING TEAM
500 TAYLOR ST. STE 600
FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, 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

ELECTRONICALLY RECORDED
BY ERXCHANGE

11.12.01

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

PAID UP OIL AND GAS LEASE
(No Surface Use)

Electronically Recorded
Chesapeake Operating, Inc.

THIS LEASE AGREEMENT is made this 4th day of October, 2010, by and between James F. Sigler, a married person herein not joined by spouse whose address is 2069 Trailwood Drive.W, Burleson, Texas 76028, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, 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:

.780 acres of land, more or less, out of Mary Horn Survey, Abstracts 691, Tarrant County, Texas, and being more particularly describe by metes and bounds in the certain deed dated May 16, 1981, by and between George W. Sigler and Florine G. Sigler, as the Grantor, and James F. Sigler, as Grantee, and recorded in Volume 7120, Page 1951, of the Deed Records of Tarrant County, Texas.

in the county of TARRANT, State of TEXAS, containing .780 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in 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

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS.
MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY TEXAS COUNTY CLERK

11-12-01

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 explpring 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: James F. Sigler

By:

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 4th day of October, 2010, by: James F. Sigler, a married person herein not joined by spouse

LATRICE ANTHENETTE THOMAS
Notary Public, State of Texas
My Commission Expires
April 22, 2014

Notary Public, State of Texas
Notary's name (printed): Latrice Anthenette Thomas
Notary's commission expires: April 22, 2014

STATE OF _____
COUNTY OF _____

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

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

TT-TE-OT

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

A CERTIFIED COPY,
ATTEST: 04 OCT, 20 11
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

Cause No 30705

County Court at Law

No. 1

TARRANT COUNTY, TEXAS

Tarrant County

Plaintiff

vs.

Mrs. J. B. Martin et al

Defendant

Action for Condemnation

Costs Secured by

Book 107 Page 63

Filed 9-12- 1921

Orville Beall Clerk

Bryan, Stone W & A Plff. Atty.

Deft. Atty.

[redacted]

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

11-15-01

30705

OFFICER'S RETURN

CAME TO HAND ON THE 12th day of September A.D. 1931, and executed in Tarrant County, Texas, by delivering a true copy of this writ to the following named defendants on the dates and at the time shown below:-

Ralph D. Martin.....	Sep't.	12,	1931,	at 12'40 P.M.....	(by G.C.L.)
Clara Messersmith...	Sep't.	12.	1931.	at 2'05 P.M.....	(by H.W.R.)
F. E. Messersmith...	Sep't.	12.	1931.	at 2'05 P.M.....	(by H.W.R.)
Luther Chapman.....	Sept.	18.	1931.	at 4:00 P.M.....	(by O.J.H.)
Charlie Chapman.....	Sept.	18.	1931.	at 6:10 P.M.....	(by G.C
Robert Chapman.....	Sept.	18.	1931.	at 8:00 A.M.....	(by O.J.H.)
Samuel Chapman.....	Sept.	18.	1931.	at 4:30 P.M.....	(by O.J.H.)
Mary I Renois.....	Sept.	18.	1931.	at 4:35 P.M.....	(by O.J.H.)
Roy R. Martin.....	Sept.	12,	1931.	at 6:00 P.M.....	(by R.D.M.)
Ida Christian.....	Sept.	18.	1931.	at 6:30 P.M.....	(by C. C.)
Oliver Christian....	Sept.	18.	1931.	at 6:30 P.M.....	(by G. C.)
Clint P. Martin.....	Sept.	18.	1931.	at 5:30 P.M.....	(by O.J.H.)
Jim B. Martin.....	Sept.	17.	1931.	at 9:40 A.M.....	(by O.J.H.)
Frank Martin,,,,....	Sept.	19.	1931.	at 7:30 P.M.....	(by I.J.E.)
Will S. Martin.....	Sept.	16.	1931.	at 4:50 P.M.....	(by G.M.W.)
John.D. Martin.....	Sept.	21.	1931.	at 7:40 P.M.....	(by E.S.G.)
Dave R. Martin.....	Sept.	21.	1931.	at 7:00 P.M.....	(by M. M.)
Mrs. J. B. Martin...	Sept.	21.	1931.	at 6:00 P.M.....	(by I.J.E.)
Otto C. Renois.....	Sept.	24.	1931.	at 6:30 A.M.....	(by O.J.H.)

Serving 19 copies $ 19.00
Mileage 100 7.50
Total..... $ 26.50

J. R. WRIGHT Sheriff

By Oscar Hurst Deputy

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS, MARY LOUISE GARCIA, COUNTY CLERK TARRANT COUNTY TEXAS

FILED

SEP 25 1931

ORVILLE BEALL
Clerk County Court at Law No.
Tarrant County, Texas

By ..... Deputy

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

10.31.11

620 Linton St.

Mrs J B Martin served ~~Alexander~~ Tarrant Co 9/21 - 6:30

David R Martin served 9/21 - 6PM 710 Abram St Arlington moore
John L Martin served Rt 3 Ft Worth Ed
Ethel L Martin served 4:50 Saginaw Rt #1
Old Rhome Place on Haslet
Walter B Martin? Chico Texas Rt #1 Wise Co
Frank Martin 19 - 7:39 served 3300 Hatchet Cove 9Ks.
Jim R Martin served 3216 Jennings Ave
Clint P Martin served ? 2414 Loping Lane ?
Alba Christian ~~Husband~~ Chico served 1157½ Linson St Dallas

Duke Martin Heirs
Ray L Martin 507 E. Eighteenth Austin, Texas
~~Roy M Martin~~ served 221 Kellis St 7 R w mth Rolla
~~9-12-21 Ralph L Martin served 309 Kellis~~ 12:45 P.

Myra Martin Chapman Heirs.
~~Allen Messeromith Husband 3640 Laurel~~ Leave Sunday
Fair week
Luther Chapman served 2913 26 Nevada
18 Orabie Chapman served 2920 Bonnie ~~Laurel~~
Robert Chapman from 2734 Arch Ave
~~Spencer Chapman~~ served 1253 E Morrill
~~Mary L Rankin~~ Otto C served 1000 Block ~~1405 Laurel Ave~~ Ashcreek
Ruth Chapman Austin, Tex Rt 4, Box 148
Anderson

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

NO. 30705

TARRANT COUNTY

VS.

MRS. J.B. MARTIN ET AL.

IN THE COUNTY COURT AT LAW NO. One

TARRANT COUNTY, TEXAS.

TO THE SAID MRS. J.B. MARTIN, a feme sole, DAVE R. MARTIN, JOHN D. MARTIN, WILL S. MARTIN, FRANK MARTIN, JIM B. MARTIN, CLINT P. MARTIN, IDA CHRISTIAN and husband, OLIVER J. CHRISTIAN, ROY R. MARTIN, RALPH D. MARTIN, CLARA MESSERSMITH and husband, F.E. MESSERSMITH, LUTHER CHAPMAN, CHARLIE CHAPMAN, ROBERT CHAPMAN, SAMUEL CHAPMAN, MARY I. RENOIS and husband, OTTO C. RENOIS, WALTER B. MARTIN, RAY L. MARTIN and RUTH CHAPMAN:

You are hereby notified that on the 29th day of September, A.D. 1931, at 10 o'clock a m., at the court room of the County Court at Law No. 1, at the Courthouse in the City of Fort Worth, Tarrant County, Texas, a hearing will be had with respect to the condemnation for highway purposes of the real estate hereinafter described and the assessment of damages therefor; said hearing to be before the undersigned R. A. McGinnis, T. T. Thompson and A B Anderson, who are the Special Commissioners appointed by the Judge of the above mentioned Court to assess such damages, as more fully appears from the petition filed herein and the order of said Judge with respect thereto.

The land sought to be condemned and for which damages are to be assessed consists of parcels or strips of ground out of a 159-acre tract out of the Mary Horn Survey heretofore conveyed to J.B. Martin by R.A. Huffman by deed dated August 18, 1873, and recorded in Volume O, Page 91, Tarrant County Deed Records, one of said strips, containing 2.905 acres of land, being desired for public road and highway purposes and described in Exhibit A attached hereto and made a part hereof; and the other strip being desired for drainage incident to said highway and being described in Exhibit B attached hereto and made a part hereof.

The above time and place has been set as required by law, and we will at said time and place proceed to hear all parties and act on said petition as required by law.

Witness our hands this the 17th day of September, 1931.

R. A. McGinnis

T. T. Thompson

A E. Anderson

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT A

BEGINNING at a point on the center line of the said new location survey at Station 448 + 86, said point being in the south line of the said 150 acre tract, the same being the south line of the Mary Horn Survey 3731.2' east of its southwest corner;

THENCE N 90° 00' W with said south line 104.65' to a point 50' southerly from and at a right angle to Station 447 + 94 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new location survey 884.7' to a point in the east line of a 1 acre tract owned by Robert Cain, said point also being 50' southerly from and at a right angle to Station 440+09.3 on the said center line;

THENCE N 0° 00' E with the east line of said 1 acre tract 6.8' to the north east corner of said 1 acre tract, 44' southerly from and at a right angle to Station 445+06 on the center line of said new location survey;

THENCE N 90° 00' W with the north line of said 1 acre tract 12.8' to a point, 50' southerly from and at a right angle to Station 444+95 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new location survey 848.8' to a point in the west line of said 150 acre tract, 50' southerly from and at a right angle to Station 436 + 47 on the said center line;

THENCE N 0° 00' E with said West line at 56.9' crossing the center line of said new location survey at Station 436 + 80 in all 113.8' to a point, 50' northerly from and at a right angle to Station 435 + 93on the said center line;

THENCE S 61° 28' E, 50' northerly from and parallel to the center line of said new location survey 1585.0' to a point in the south line of the said 150 acre tract the same being the south line of the Mary Horn Survey, 50' northerly from and at a right angle to Station 449 + 78 on the said center line;

THENCE N 90° 00' W with the said so th line 104.65' to the place of beginning and containing in all 2.905 acres of land.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT B

Tract No. 1.

BEGINNING at a point in the northerly right of way line of said new location survey 50.0' northerly from and at a right angle to station 437+40 on the center line of said survey, said point also being 590.8' north and 2746.2' east of the southwest corner of said Mary Horn survey;

THENCE N 28° 32' E 150.0' to a point;

THENCE S 61° 28' E 20.0' to a point;

THENCE S 28° 32' W 150.0' to a point in the northerly right of way line of said new location survey, 50.0' northerly from and at a right angle to station 437+40 on the center line of said survey;

THENCE N 61° 28' W with said right of way line 50.0' northerly from and parallel to said center line, 20.0' to the place of beginning and containing 0.0689 acres of land.

Tract No. 2.

BEGINNING at a point in the southerly right of way line of said approved new location survey, 50.0' southerly from and at a right angle to station 437-57.5 on the center line of said survey, said point being 494.5' north and 2716.5' east of the southwest corner of said Mary Horn Survey;

THENCE S 28° 32' W 50.0' to a point;

THENCE N 61° 28' W 15.0' to a point;

THENCE N 28° 32' E 50.0' to a point in said southerly right of way line, 50.0' southerly from and at a right angle to station 437+42.5 on said center line;

THENCE S 61° 28' E with said right of way line 50.0' southerly from and parallel to said center line, 15.0' to the place of beginning and containing 0.0172 acres of land, making a total in the two tracts of 0.0861 acres of land.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS.
MARY LOUISE GARCIA, COUNTY CLERK

North Carolina Home Insurance Company

Raleigh, N. C.

INCORPORATED 1868

PROFITS
TORNADO
LIGHTNING
EXPLOSION
LEASEHOLD
WIND STORM
AUTOMOBILE
COMMISSIONS
EARTHQUAKE

WAR RISK
FLOATERS
RIOT & CIVIL
COMMOTION
MAIL PACKAGE
INLAND MARINE
REGISTERED MAIL
TOURIST BAGGAGE
SPRINKLER LEAKAGE
INLAND TRANSPTION
USE AND OCCUPANCY

NEW YORK DEPARTMENT
ONE LIBERTY STREET, NEW YORK CITY

4 50 P. M. — 16

White :—

Deliver to
Will S. Martin
R #1.
Saginaw, Tex
on old Rhome
Farm & return
this slip to me
showing time of delivery.
Leigh

TRUE AND CORRECT COPY OF ORIGINAL RECORD, FILED IN TARRANT COUNTY, TEXAS.
MARY LOUISE GARCIA, COUNTY CLERK

NO. 30705,

TARRANT COUNTY

VS.

MRS. J.B. MARTIN ET AL.

IN THE COUNTY COURT AT LAW NO. One

TARRANT COUNTY, TEXAS.

TO THE SAID MRS. J.B. MARTIN, a feme sole, DAVE R. MARTIN, JOHN D. MARTIN, WILL S. MARTIN, FRANK MARTIN, JIM B. MARTIN, CLINT P. MARTIN, IDA CHRISTIAN and husband, OLIVER J. CHRISTIAN, ROY R. MARTIN, RALPH D. MARTIN, CLARA MESSERSMITH and husband, F. E. MESSERSMITH, LUTHER CHAPMAN, CHARLIE CHAPMAN, ROBERT CHAPMAN, SAMUEL CHAPMAN, MARY I. RENOIS and husband, OTTO C. RENOIS, WALTER B. MARTIN, RAY L. MARTIN and RUTH CHAPMAN:

You are hereby notified that on the 19th day of September, A.D. 1951, at 10 o'clock a m., at the court room of the County Court at Law No. 1, at the Courthouse in the City of Fort Worth, Tarrant County, Texas, a hearing will be had with respect to the condemnation for highway purposes of the real estate hereinafter described and the assessment of damages therefor; said hearing to be before the undersigned R. A. McGinnis, T. T. Thompson and A. E. Anderson, who are the Special Commissioners appointed by the Judge of the above mentioned Court to assess such damages, as more fully appears from the petition filed herein and the order of said Judge with respect thereto.

The land sought to be condemned and for which damages are to be assessed consists of parcels or strips of ground out of a 150-acre tract out of the Mary Horn Survey heretofore conveyed to J.B. Martin by R. A. Huffman by deed dated August 18, 1875, and recorded in Volume C, Page 91, Tarrant County Deed Records, one of said strips, containing 2.905 acres of land, being desired for public road and highway purposes and described in Exhibit A attached hereto and made a part hereof; and the other strip being desired for drainage incident to said highway and being described in Exhibit B attached hereto and made a part hereof.

The above time and place has been set as required by law, and we will at said time and place proceed to hear all parties and act on said petition as required bylaw.

WITNESS our hands this the 17th day of September, 1951.

R. A. McGinnis

T. T. Thompson

A. E. Anderson

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT A

BEGINNING at a point on the center line of the said new location survey at Station 448 + 86, said point being in the south line of the said 150 acre tract, the same being the south line of the Mary Horn Survey 5731.2' east of its southwest corner;

THENCE N 90° 00' W with said south line 104.65' to a point 50' southerly from and at a right angle to Station 447 + 94 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new location survey 284.7' to a point in the east line of a 1 acre tract owned by Robert Cain, said point also being 50' southerly from and at a right angle to Station 445 + 09.3 on the said center line;

THENCE N 0° 00' E with the east line of said 1 acre tract 6.8' to the northeast corner of said 1 acre tract, 44' southerly from and at a right angle to Station 445+06 on the center line of said new location survey;

THENCE N 90° 00' W with the north line of said 1 acre tract 12.6' to a point, 50' southerly from and at a right angle to Station 444+95 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parllel to the center line of said new location survey 848.0' to a point in the west line of said 150 acre tract, 50' southerly from and at a right angle to Station 436 + 47 on the said center line;

THENCE N 0° 00' E with said west line at 56.9' crossing the center line of said new location survey at Station 436 + 80 in all 115.8' to a point, 50' northerly from and at a right angle to Station 435 + 93 on the said center line;

THENCE S 61° 28' E, 50' northerly from and parallel to the center line of said new location survey 1385.0' to a point in the south line of the said 150 acre tract the same being the south line of the Mary Horn Survey, 50' northerly from and at a right angle to Station 449 + 78 on the said center line;

THENCE N 90° 00' W with the said south line 104.65' to the place of beginning and containing in all 2.908 acres of land.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT B

Tract No. 1.

Beginning at a point in the northerly right of way line of said new location survey 50.0' northerly from and at a right angle to station 437+40 on the center line of said survey, said point also being 590.6' north and 2740.8' east of the southwest corner of said Mary Horn Survey;

THENCE N 28° 32' E 150.0' to a point;

THENCE S 61° 28' E 20.0' to a point;

THENCE S 28° 32' W 150.0' to a point in the northerly right of way line of said new location survey, 50.0' northerly from and at a right angle to station 437+60 on the center line of said survey;

THENCE N 61° 28' W with said right of way line 50.0' northerly from and parallel to said center line, 20.0' to the place of beginning and containing 0.0689 acres of land.

Tract No. 2.

BEGINNING at a point in the southerly right of way line of said approved new location survey, 50.0' southerly from and at a right angle to station 437+57.5 on the center line of said survey, said point being 494.6' north and 2716.5' east of the southwest corner of said Mary Horn Survey;

THENCE S 28° 32' W 50.0' to a point;

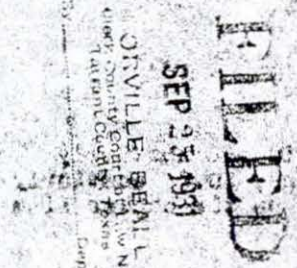
THENCE N 61° 28' W 15.0' to a point;

THENCE N 28° 32' E 50.0' to a point in said southerly right of way line, 50.0' southerly from and at a right angle to station 437+42.5 on said center line;

THENCE S 61° 28' E with said right of way line 50.0' southerly from and parallel to said center line, 15.0' to the place of beginning and containing 0.0172 acres of land, making a total in the two tracts of 0.0861 acres of land.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

11.12.01



TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS.
MARY LOUISE GARCIA, COUNTY CLERK

THE STATE OF TEXAS, | IN THE COUNTY COURT AT LAW NUMBER ~~TWO~~ One,
COUNTY OF TARRANT. | TARRANT COUNTY, TEXAS.

TO THE SAID HONORABLE COURT:

Tarrant County, Texas, acting herein by and through H.E. Wright, Joe F. Schooler, Frank T. Estill and Bill Merritt, the duly elected, qualified and acting Commissioners of Precincts Numbers 1, 2, 3, and 4, respectively, of Tarrant County, Texas, who, with C.W. Atkinson, the duly elected, qualified and acting County Judge of Tarrant County, Texas, compose the Commissioners' Court of said County, suing herein on behalf of and for the use and benefit of the State of Texas, complains of the following, who are sometimes hereinafter referred to as defendants, Mrs. J.B. Martin, a feme sole, Dave R. Martin, John D. Martin, Will S. Martin, Frank Martin, Jim B. Martin, Clint P. Martin, Ida Christian and husband, Oliver J. Christian, Roy R. Martin, Ralph D. Martin, Clara Messersmith and husband, F.E. Messersmith, Luther Chapman, Charlie Chapman, Robert Chapman, Samuel Chapman, Mary I. Renois and husband, Otto C. Renois, all of Tarrant County, Texas; and of Walter B. Martin, of Chico, Wise County, Texas, Ray L. Martin and Ruth Chapman, both of Austin, Travis County, Texas. Plaintiff respectfully represents:

I.

That plaintiff, Tarrant County, Texas, is a duly organized county and municipal corporation, and a legal subdivision of the State of Texas; and the said H. E. Wright, Joe F. Schooler, Frank T. Estill and Bill Merritt, Commissioners, together with C.W. Atkinson, County Judge, compose the Commissioners' Court of said County and are the legally constituted governing body of said County.

That this petition and suit is filed by and in the name of Tarrant County at the request of and under the direction of the aforesaid Commissioners' Court thereof, who in turn are acting herein at the request of the Highway Commission and Department of the State of Texas; and this suit is filed and will be prosecuted on behalf of and for the benefit of the State of Texas as is provided and contem-

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

plated by Article 6674n, Vernon Sayles' Civil Statutes of the State of Texas.

II.

That the State Highway Commission is now constructing, laying out and reconstructing a State Highway, designated as such by said Commission, in Tarrant County, Texas, known and designated as State Highway Number 34; that said Highway is surveyed across, through and upon, and will cross, run through and upon the hereinafter described real property, which is owned by said defendants above named.

III.

In the judgment of said State Highway Commission, it is necessary, advisable and expedient to occupy the land hereinafter described, and to run a road across same in the manner provided by law, for the purpose, use and benefit of a new and wider right-of-way and for the purpose of opening, widening, straightening, constructing, building, improving and maintaining and draining a state highway and road, to-wit, State Highway Number 34, sometimes referred to as the Fort Worth - Mansfield Highway.

IV.

That for the reasons and purposes above set out, it is necessary that the State of Texas, through its Highway Department and Highway Commission, acquire, take, hold, occupy, use and own the hereinafter described real estate, for the purpose of constructing, reconstructing and maintaining, as aforesaid, a road and right-of-way. Plaintiff has endeavored to acquire the necessary land without the necessity of condemnation proceedings; but plaintiff and defendants have been unable to agree upon the value of the land to be taken and used for such purposes, and the damages, if any, to the remainder of defendants' land resulting from such taking for the purposes herein set out. The State Highway Commission has, in the manner provided by law, made demand for the institution of condemnation proceedings to condemn said land which is actually needed for said Highway, same being all of that certain strip or parcel of land required for right-of way by the approved new location survey of the Fort Worth-Mansfield

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

public road over and across a 150-acre tract of land out of the Mary Horn Survey, said tract heretofore conveyed to J.B. Martin by R.A. Huffman by deed dated August 18, 1873, and recorded in Volume O, Page 91, Tarrant County Deed Records, said strip of ground containing in all 2.905 acres of land and is more fully described in Exhibit A attached hereto and made a part of this petition.

Furthermore it is necessary that the State of Texas, through its Highway Department and Highway Commission, acquire an easement for the perpetual use of certain strips or parcels of land out of the aforesaid 150-acre tract in order to change the course of a small draw or ravine and to drain a concrete culvert at Station 437 + 50 on a center line of the aforesaid new location of the Fort Worth to Mansfield Highway, material obtained therefrom to be used to dam the old channel of the draw and properly to provide drainage for said Highway; said strips or parcels of land so desired for drainage purposes being more fully described in Exhibit B attached hereto and made a part of this petition.

V.

Your petitioner says that it is by law entitled to condemn all of the above described strips and tracts of land for public highway and road purposes and drainage incident thereto.

Plaintiff and the defendants have been wholly unable to agree upon any persons to be named as Special Commissioners.

VI.

WHEREFORE, plaintiff prays that your Honor forthwith appoint, in the manner contemplated by law, three disinterested freeholders, resident citizens of Tarrant County, Texas, as Special Commissioners to assess the value of the land to be taken as herein described and to assess the amount of damages resulting from such taking to the remainder of defendants' land, if any such damages there shall be, to be allowed defendants; and that the decision of said Commissioners when reported into Court as required by law be recorded in the Minutes of this Court, to be the judgment of said Court in the premises.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

Petitioner further prays for all other and further relief, general and special, legal and equitable, to which it may show itself justly entitled under the law and the facts.

BRYAN, STONE, WADE & AGERTON,

Special Attorneys.

BLA.H
9/11/31

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

11.12.01

EXHIBIT A.

BEGINNING at a point on the center line of the said new location survey at Station 448 + 84, said point being in the south line of the said 150 acre tract, the same being the south line of the Mary Horn Survey 3731.2' east of its southwest corner;

THENCE N 90° 00' W with said south line 104.65' to a point 50' southerly from and at a right angle to Station 447 + 94 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new location survey 284.7' to a point in the east line of a 1 acre tract owned by Robert Cain, said point also being 50' southerly from and at a right angle to Station 445 + 09.3 on the said center line;

THENCE N 0° 00' E with the east line of said 1 acre tract 6.8' to the north east corner of said 1 acre tract, 44' southerly from and at a right angle to Station 445 + 04 on the center line of said new location survey;

THENCE N 90° 00' W with the north line of said 1 acre tract 12.4' to a point, 50' southerly from and at a right angle to Station 444+95 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new location survey 848.0' to a point in the west line of said 150 acre tract, 50' southerly from and at a right angle to Station 436 + 47 on the said center line;

THENCE N 0° 00' E with said west line at 56.9' crossing the center line of said new location survey at Station 454 + 20 in all 115.8' to a point, 50' northerly from and at a right angle to Station 435 + 93 on the said center line;

THENCE S 61° 28' E, 50' northerly from and parallel to the center line of said new location survey 1385.0' to a point in the south line of the said 150 acre tract the same being the south line of the Mary Horn Survey, 50' northerly from and at a right angle to Station 449 + 78 on the said center line;

THENCE N 90° 00' W with the said south line 104.65' to the place of beginning and containing in all 2.905 acres of land.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT B

Tract No. 1.

Beginning at a point in the northerly right of way line of said new location survey 50.0' northerly from and at a right angle to station 437+40 on the center line of said survey, said point also being 590.6' north and 2748.8' east of the southwest corner of said Mary Horn Survey;

THENCE N 28° 38' E 150.0' to a point;

THENCE S 61° 28' E 20.0' to a point;

THENCE S 28° 32' W 150.0' to a point in the northerly right of way line of said new location survey, 50.0' northerly from and at a right angle to station 437+60 on the center line of said survey;

THENCE N 61° 28' W with said right of way line 50.0' northerly from and parallel to said center line, 20.0' to the place of beginning and containing 0.0689 acres of land.

Tract No. 2.

BEGINNING at a point in the southerly right of way line of said approved new location survey, 50.0' southerly from and at a right angle to station 437+57.5 on the center line of said survey, said point being 494.6' north and 2716.5' east of the southwest corner of said Mary Horn Survey;

THENCE S 28° 32' W 50.0' to a point;

THENCE N 61° 28' W 15.0' to a point;

THENCE N 28° 32' E 50.0' to a point in said southerly right of way line, 50.0' southerly from and at a right angle to station 437+42.5 on said center line;

THENCE S 61° 28' E with said right of way line 50.0' southerly from and parallel to said center line, 15.0' to the place of beginning and containing 0.0172 acres of land, making a total in the two tracts of 0.0861 acres of land.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

No.30,705 .

In the County Court

At-Law No.1,

Tarrant County , Texas .

Tarrant County ,

Vs

Mrs J.B.Martin et al .

Answer,Exceptions and Objections to Award and Report of Special Commissioners .by Defendant Mrs J.B.Martin et al .

FILED

OCT 7 1931

ORVILLE BEALL
Clerk County Court at Law No.
Tarrant County, Texas

By .....Deputy

F.M.Bransford,Attorney for said Defendants .

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

11.12.01

No.30705 .

Tarrant County , In the County Court ,

Vs At-Law No.1,

Mrs J.B.Martin et al . Tarrant County , Texas .

To the Said County Court at Law of Tarrant County :-

Mrs J.B.Martin and other defendants,served with citation herein in the above entitled and numbered cause, within the time and in the manner provided by the laws of this State,file their objections and exceptions to the award and report of the Special Commissioners heretofore appointed by this Court,and who served in this connection, to assess the damages caused these defendants and the value of their land taken by the condemnation of the land of these defendants for the purposes mentioned in this proceeding and as shown by the petition filed herein and the report made to this court,as follows,towit :-

These defendants say that the Special Commissioners named and who acted herein in this connection were and are not such free and disinterested and open minded freeholders of this state as is contemplated and as is provided by law in that said commissioners were not controled and governeddand did not make their award in accordance with the evidence before them as introduced and heard in this proceeding but made their award according to their preconceived opinions as to the value of the land to be taken and refused to award damages as shown by the evidence before them ; that said Special Commissioners awarded $100.00 per acre less than these defendants had actually been offered for the said land by the Commissioners Court of this county and $100.00 less per acre than the County of Tarrant actually paid to an adjoining property owner for land taken and which was and is not as valuable as the land of these defendants ; that said Special Commissioners refused to award to these defendants any damages to the remainder of their land although the proposed Highway as routed over the land of these defendants cuts off and segregates from the remainder of the said land,of 150 acres, two small and separate triangular tracts of land which will be damaged to the extent of approximately the sum of $500.00, and although the taking of the land will destroy thirty or more post oak trees desirable and valuable for shade and comfort and attractiveness,and rainging in size from the size of a man's body to several feet in circumference and of the reason-

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

able value of $10.00 each,and though the construction of the said Highway over the land of these defendants calls for and will require the constuction of one or more culverts and ditches under the said proposed Highway and the consturtion of one or more ditches on and over the land of these defendants,remaining and not taken,and the concentration of the water from rains to such points as will greatly wash and destroy the remainder of a portion of the land of these defendants to their great damage in the reasonable sum of $500.00 .

These defendants object and except to the allowance of the said Special Commissioners fixing the value of the land taken and to be taken from these defendants at only $200.00 per acre and says that said land was and is of the reasonable value of $300.00 per acre ; and object and except to the refusal of the said Special Commissioners to award or allow to these defendants any damage to the remainder of the land belonging to these defendants for the reason that the remainder of said land is and will be damaged to the extent of $500.00 by reason of the fact that the construction of said Highway will require the building of one or more culverts under the same,the concentration of the water fall to a point on the land of these defendants remaining and untaken and the building of ditches resulting in the washing and ruining of much of the remainder of their said land to the extent of at least $500.00 ; that in addition to the value of $300.00 per acre of the land taken there will be destroyed from and removed off of said land so taken thirty or more large and beautiful and useful oak trees useful for shade and comfort and rainging in size from two to several feet in circumference and of the reasonable value of $10.00 each ; that the construction of said proposed Highway will cut off and segregate from the main portion of the 150 acres of land,now forming one body of land, two separate and distinct and small triangular tracts of land of approximately one and four acres respectively that will be rendered useless and valuless for any purpose in connection with the main body of land belonging to these defendants to their further damage in the sum of $500.00 . That the said two small triangular tracts of land so cut off and segregated from the main portion of the tract of land belonging to these defendants are a distance of approximately half a mile from the improvements on said land and will be across the Highway from the said improvements and when the said Highway is constructed said two triangular tracts of land cannot be used by these defendants for any purpose and are and will

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

damaged to the extent of at least $100.00 per acre or approximately $500.00 .

These defendants say that the value of the land taken or which is proposed to be taken by this condemnation proceeding is, independent of the thirty trees to be taken and destroyed, of the reasonable value of $300.00 per acre ; that the value of the thirty or more large trees to be taken, destroyed and removed from the tract of land to be taken are of the reasonable value of $10.00 each independent and over and above the value of $300.00 per acre of said land ; that the construction of the ditches and culverts and the concentration of the water on the land of these defendants and the consequent washing thereof will damage the remainder of their said land to the extent of at least $500.00 ; that the two triangular tracts of land to be cut off from and segregated from the main body of defendants' land of approximately one and four acres respectively will be damaged to the extent of at least $100.00 per acre by reason of the premises .

WHEREFORE PREMISES CONSIDERED , these defendants pray that upon final hearing hereof they be allowed and awarded the sum of $300.00 per acre for the land taken and condemned in addition to the damage of $300.00 for the value of the trees, thirty in number or more, to be taken, destroyed and removed from the said land so taken and condemned, $300.00 for the said thirty or more trees so taken and destroyed, at least $500.00 damge to the remainder of the said land by concentration of water, building of culverts and washing of the said remaining land and the sum of $100.00 per acre damage to the two small, segregated triangular tracts, and that all cost in this and in the original proceeding be adjudged against the plaintiff and these defendants pray for such other and further relief both general and special both in law and in equity to which they may show themselves to be justly entitled .

T. M. Bransford

Attorney for Defendants Mentioned .

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

NO. 20705

TARRANT COUNTY

VS.

MRS. J.B. MARTIN ET AL.

IN THE COUNTY COURT AT LAW NO. One

TARRANT COUNTY, TEXAS.

TO THE SAID MRS. J.B. MARTIN, a feme sole, DAVE R. MARTIN, JOHN D. MARTIN, WILL S. MARTIN, FRANK MARTIN, JIM S. MARTIN, CLINT P. MARTIN, IDA CHRISTIAN and husband, OLIVER J. CHRISTIAN, ROY R. MARTIN, RALPH D. MARTIN, CLARA MESSERSMITH and husband, F.E. MESSERSMITH, LUTHER CHAPMAN, CHARLIE CHAPMAN, ROBERT CHAPMAN, SAMUEL CHAPMAN, MARY I. RENOIS and husband, OTTO C. RENOIS, WALTER B. MARTIN, RAY L. MARTIN and RUTH CHAPMAN:

You are hereby notified that on the 29th day of September, A.D. 1931, at 10 o'clock A m., at the court room of the County Court at Law No. 1, at the Courthouse in the City of Fort Worth, Tarrant County, Texas, a hearing will be had with respect to the condemnation for highway purposes of the real estate hereinafter described and the assessment of damages therefor; said hearing to be before the undersigned R.A. McGinnis, F.T. Thompson and G.E. Anderson, who are the Special Commissioners appointed by the Judge of the above mentioned Court to assess such damages, as more fully appears from the petition filed herein and the order of said Judge with respect thereto.

The land sought to be condemned and for which damages are to be assessed consists of parcels or strips of ground out of a 150-acre tract out of the Mary Horn Survey heretofore conveyed to J.B. Martin by R.A. Huffman by deed dated August 18, 1873, and recorded in Volume O, Page 91, Tarrant County Deed Records, one of said strips, containing 2.905 acres of land, being desired for public road and highway purposes and described in Exhibit A attached hereto and made a part hereof; and the other strip being desired for drainage incident to said highway and being described in Exhibit B attached hereto and made a part hereof.

The above time and place has been set as required by law, and we will at said time and place proceed to hear all parties and act on said petition as required by law.

Witness our hands this the 12th day of September, 1931.

R.A. McGinnis

F.T. Thompson

G.E. Anderson

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT A.

BEGINNING at a point on the center line of the said new location survey at Station 448 + 86, said point being in the south line of the said 150 acre tract, the same being the south line of the Mary Horn Survey 3751.2' east of its southwest corner;

THENCE N 90° 00' W with said south line 104.65' to a point 50' southerly from and at a right angle to Station 447 + 94 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new location survey 884.7' to a point in the east line of a 1 acre tract owned by Robert Cain, said point also being 50' southerly from and at a right angle to Station 445 + 09.3 on the said center line;

THENCE N 0° 00' E with the east line of said 1 acre tract 6.8' to the north east corner of said 1 acre tract, 44' southerly from and at a right angle to Station 445 + 06 on the center line of said new location survey;

THENCE N 90° 00' W with the north line of said 1 acre tract 12.6' to a point, 50' southerly from and at a right angle to Station 444+95 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new location survey 848.0' to a point in the west line of said 150 acre tract, 50' southerly from and at a right angle to Station 436 + 47 on the said center line;

THENCE N 0° 00' E with said west line at 56.9' crossing the center line of said new location survey at Station 436 + 80 in all 113.8' to a point, 50' northerly from and at a right angle to Station 435 + 93 on the said center line;

THENCE S 61° 28' E, 50' northerly from and parallel to the center line of said new location survey 1385.0' to a point in the south line of the said 150 acre tract the same being the south line of the Mary Horn Survey, 50' northerly from and at a right angle to Station 449 + 78 on the said center line;

THENCE N 90° 00' W with the said south line 104.65' to the place of beginning and containing in all 2.905 acres of land.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT B

Tract No. 1.

Beginning at a point in the northerly right of way line of said new location survey 50.0' northerly from and at a right angle to station 437+40 on the center line of said survey, said point also being 590.6' north and 2748.2' east of the southwest corner of said Mary Horn Survey;

THENCE N 28° 32' E 150.0' to a point;

THENCE S 61° 28' E 20.0' to a point;

THENCE S 28° 32' W 150.0' to a point in the northerly right of way line of said new location survey 50.0' northerly from and at a right angle to station 437+60 on the center line of said survey;

THENCE N 61° 28' W with said right of way line 50.0' northerly from and parallel to said center line, 20.0' to the place of beginning and containing 0.0689 acres of land.

Tract No. 2.

BEGINNING at a point in the southerly right of way line of said approved new location survey 50.0' southerly from and at a right angle to station 437+57.5 on the center line of said survey, said point being 494.5' north and 2716.5' east of the southwest corner of said Mary Horn survey;

THENCE S 28° 32' W 50.0' to a point;

THENCE N 61° 28' W 15.0' to a point;

THENCE N 28° 32' E 50.0' to a point in said southerly right of way line, 50.0' southerly from and at a right angle to station 437+42.5 on said center line.

THENCE S 61° 28' E with said right of way line 50.0' southerly from and parallel to said center line, 15.0' to the place of beginning and containing 0.0172 acres of land, making a total in the two tracts of 0.0861 acres of land.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

SHERIFF'S RETURN

Came to hand on the 15th day of September, 1931, at 8:30 o'clock A m., and executed in Wise County, Texas, by delivering a true copy of the within notice to the within named defendants, in person, at the following times and places, to-wit:

NAME	DATE	TIME	PLACE
Walter B. Martin -	Sept 26, 1931 -	11:35 AM -	West of Bridgeport

I actually and necessarily traveled 28 miles in service of this writ.

Serving one Copy - 1.00
Mileage 28 mi @ 7½ = 2.10
$3.10

W. M. Workman,
Sheriff of Wise County, Texas.

By Geo M Rash, Deputy.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

11.12.01

Wise County
Civil Suits

NO. 30705

TARRANT COUNTY

VS.

MRS. J.B. MARTIN ET AL.

NOTICE OF CONDEMNATION

HEARING

FILED

SEP 20 '71

SEVILLE BEALL

County Court at Law No.

Tarrant County, Texas

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS.
MARY LOUISE GARCIA, COUNTY CLERK

NO. 30705,

TARRANT COUNTY

VS.

MRS. J.B. MARTIN ET AL.

IN THE COUNTY COURT AT LAW NO. One

TARRANT COUNTY, TEXAS.

TO THE SAID MRS. J.B. MARTIN, a feme sole, DAVE R. MARTIN, JOHN D. MARTIN, WILL S. MARTIN, FRANK MARTIN, JIM B. MARTIN, CLINT P. MARTIN, IDA CHRISTIAN and husband, OLIVER J. CHRISTIAN, ROY R. MARTIN, RALPH D. MARTIN, CLARA MESSERSMITH and husband, F.E. MESSERSMITH, LUTHER CHAPMAN, CHARLIE CHAPMAN, ROBERT CHAPMAN, SAMUEL CHAPMAN, MARY I. RENOIS and husband, OTTO C. RENOIS, WALTER B. MARTIN, RAY L. MARTIN and RUTH CHAPMAN:

You are hereby notified that on the 14th day of September, A.D. 1931, at 10 o'clock A m., at the court room of the County Court at Law No. 1, at the Courthouse in the City of Fort Worth, Tarrant County, Texas, a hearing will be had with respect to the condemnation for highway purposes of the real estate hereinafter described and the assessment of damages therefor; said hearing to be before the undersigned R.A. McGinnis, T.T. Thompson and A E Anderson, who are the Special Commissioners appointed by the Judge of the above mentioned Court to assess such damages, as more fully appears from the petition filed herein and the order of said Judge with respect thereto.

The land sought to be condemned and for which damages are to be assessed consists of parcels or strips of ground out of a 150-acre tract out of the Mary Horn Survey heretofore conveyed to J.B. Martin by R.A. Huffman by deed dated August 18, 1873, and recorded in Volume O, Page 91, Tarrant County Deed Records, one of said strips, containing 2.905 acres of land, being desired for public road and highway purposes and described in Exhibit A attached hereto and made a part hereof; and the other strip being desired for drainage incident to said highway and being described in Exhibit B attached hereto and made a part hereof.

The above time and place has been set as required by law, and we will at said time and place proceed to hear all parties and act on said petition as required by law.

Witness our hands this the 12th day of September, 1931.

R.A. McGinnis

T.T. Thompson

A E Anderson

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS
MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT A.

BEGINNING at a point on the center line of the said new location survey at Station 448 + 86, said point being in the south line of the said 150 acre tract, the same being the south line of the Mary Horn Survey 3731.2' east of its southwest corner;

THENCE N 90° 00' W with said south line 104.65' to a point 50' southerly from and at a right angle to Station 447 + 94 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new location survey 284.7' to a point in the east line of a 1 acre tract owned by Robert Cain, said point also being 50' southerly from and at a right angle to Station 445 + 09.3 on the said center line;

THENCE N 0° 00' E with the east line of said 1 acre tract 6.8' to the north east corner of said 1 acre tract, 44' southerly from and at a right angle to Station 445 + 06 on the center line of said new location survey;

THENCE N 90° 00' W with the north line of said 1 acre tract 12.6' to a point, 50' southerly from and at a right angle to Station 444+95 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new location survey 848.0' to a point in the west line of said 150 acre tract, 50' southerly from and at a right angle to Station 436 + 47 on the said center line;

THENCE N 0° 00' E with said west line at 56.9' crossing the center line of said new location survey at Station 436 + 20 in all 113.8' to a point, 50' northerly from and at a right angle to Station 435 + 93 on the said center line;

THENCE S 61° 28' E, 50' northerly from and parallel to the center line of said new location survey 1385.0' to a point in the south line of the said 150 acre tract the same being the south line of the Mary Horn Survey, 50' northerly from and at a right angle to Station 449 + 78 on the said center line;

THENCE N 90° 00' W with the said south line 104.65' to the place of beginning and containing in all 2.905 acres of land.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT B

Tract No. 1.

Beginning at a point in the northerly right of way line of said new location survey 50.0' northerly from and at a right angle to station 437+40 on the center line of said survey, said point also being 590.6' north and 2748.2' east of the southwest corner of said Mary Horn Survey;

THENCE N 28° 32' E 150.0' to a point;

THENCE S,61° 28' E 20.0' to a point;

THENCE S 28° 32' W 150.0' to a point in the northerly right of way line of said new location survey 50.0' northerly from and at a right angle to station 437+60 on the center line of said survey;

THENCE N 61° 28' W with said right of way line 50.0' northerly from and parallel to said center line, 20.0' to the place of beginning and containing 0.0689 acres of land.

Tract No. 2.

BEGINNING at a point in the southerly right of way line of said approved new location survey 50.0' southerly from and at a right angle to station 437+57.5 on the center line of said survey, said point being 494.6' north and 2716.5' east of the southwest corner of said Mary Horn survey;

THENCE S 28° 32' W 50.0' to a point;

THENCE N 61° 28' W 15.0' to a point;

THENCE N 28° 32' E 50.0' to a point in said southerly right of way line, 50.0' southerly from and at a right angle to station 437+42.5 on said center line.

THENCE S 61° 28' E with said right of way line 50.0' southerly from and parallel to said center line, 15.0' to the place of beginning and containing 0.0172 acres of land, making a total in the two tracts of 0.0861 acres of land.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CL

SHERIFF'S RETURN

Came to hand on the 15th day of September, 1931, at 8:00 o'clock A. m., and executed in Travis County, Texas, by delivering a true copy of the within notice to the within named defendants, in person, at the following times and places, to-wit:

NAME	DATE	TIME	PLACE
Ray L. Martin	9-15-1931	12:40 P.M.	Austin, Texas.
Ruth Chapman	9-16-1931	9:50 A.M.	Austin, Texas. Route 4.

Fee's $2.00

Mileage .50

Total $2.50

Coley C. White,

Sheriff of Travis County, Texas.

By Paul Blair, Deputy.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA; COUNTY CLERK

Travis County

No. 30705

TARRANT COUNTY

VS.

MRS. J. B. MARTIN ET AL.

NOTICE OF CONDEMNATION

HEARING

FILED

SEP 17 1951

ORVILLE SEALE

Clerk County Court at Law No.

Tarrant County, Texas

By ..... Deputy

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS.
MARY LOUISE GARCIA, COUNTY CLERK

No. 30705

TARRANT COUNTY)
) IN THE COUNTY COURT AT LAW
vs.)
) NUMBER ONE, TARRANT COUNTY, TEXAS.
MRS. J.B.MARTIN ET AL)

TO THE SAID HONORABLE COURT:

Come now T.J. Thompson, R.A. McGinnis and A.E. Anderson, special Commissioners heretofore appointed herein, and duly qualified as such, to assess the value of the land taken and the damages, if any, to the remainder of the land and premises of the said Mrs.J.B.Martin et al, by reason of the appropriation of a portion of said land for right-of-way for State Highway No. 34, as set out in the application herein filed, reference to which for all purposes is here made, and respectfully show to the Court that we did, in accordance with law, set the 21 day of September, 1931, at 10 o'clock A.M., in the courtroom of the County Court at Law Number One in the Courthouse in the City of Fort Worth, Tarrant County, Texas, as the time and place for a hearing on said matter; and due notice having been given to the several defendants named in plaintiff's application, and both plaintiff and the several defendants being present and having submitted evidence, and your Commissioners having heard the evidence are of the opinion that the market value of the land sought to be condemned is $200.00 per acre; and accordingly we assess $200.00 per acre as the amount of money the defendants, Mrs. J.B.Martin et al, should have for that part of their land taken and appropriated for highway purposes: this amounts to $598.20.

Further your Commissioners are of the opinion, and so find, that the defendants, Mrs.J.B.Martin et al, should have as damages to the remaining portion of their land, by reason of such taking and condemnation, the sum of $ No, in addition to the amount hereinabove awarded for the land actually appropriated; and accordingly we so assess such damages.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

WITNESS OUR HANDS this 29 day of September, 1931.

T. P. Thompson

R. A. McInnis

A. E. Anderson

Special Commissioners.

30705

Report of Special Commissioners

FILED

SEP 29 1931

ORVILLE BEALL
Clerk County Court at Law No.
Tarrant County, Texas

By _____ Deputy

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS.
MARY LOUISE GARCIA, COUNTY CLERK

THE STATE OF TEXAS, | IN THE COUNTY COURT AT LAW NUMBER ~~two~~ one,
COUNTY OF TARRANT. | TARRANT COUNTY, TEXAS.

TO THE SAID HONORABLE COURT:

Tarrant County, Texas, acting herein by and through H.E. Wright, Joe F. Schooler, Frank T. Estill and Bill Merritt, the duly elected, qualified and acting Commissioners of Precincts Numbers 1, 2, 3, and 4, respectively, of Tarrant County, Texas, who, with C.W. Atkinson, the duly elected, qualified and acting County Judge of Tarrant County, Texas, compose the Commisaioners' Court of said County, suing herein on behalf of and for the use and benefit of the State of Texas, complains of the following, who are sometimes hereinafter referred to as defendants, Mrs. J.B. Martin, a feme sole, Dave R. Martin, John D. Martin, Will S. Martin, Frank Martin, Jim B. Martin, Clint P. Martin, Ida Christian and husband, Oliver J. Christian, Roy R. Martin, Ralph D. Martin, Clara Messersmith and husband, F.E. Messersmith, Luther Chapman, Charlie Chapman, Robert Chapman, Samuel Chapman, Mary I. Renois and husband, Otto C. Renois, all of Tarrant County, Texas; and of Walter B. Martin, of Chico, Wise County, Texas, Ray L. Martin and Ruth Chapman, both of Austin, Travis County, Texas. Plaintiff respectfully represents:

I.

That plaintiff, Tarrant County, Texas, is a duly organized county and municipal corporation, and a legal subdivision of the State of Texas; and the said H. E. Wright, Joe F. Schooler, Frank T. Estill and Bill Merritt, Commissioners, together with C.W. Atkinson, County Judge, compose the Commissioners' Court of said County and are the legally constituted governing body of said County.

That this petition and suit is filed by and in the name of Tarrant County at the request of and under the direction of the aforesaid Commissioners' Court thereof, who in turn are acting herein at the request of the Highway Commission and Department of the State of Texas; and this suit is filed and will be prosecuted on behalf of and for the benefit of the State of Texas as is provided and contem-

1-

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

plated by Article 6674n, Vernon Sayles' Civil Statutes of the State of Texas.

II.

That the State Highway Commission is now constructing, laying out and reconstructing a State Highway, designated as such by said Commission, in Tarrant County, Texas, known and designated as State Highway Number 34; that said Highway is surveyed across, through and upon, and will cross, run through and upon the hereinafter described real property, which is owned by said defendants above named.

III.

In the judgment of said State Highway Commission, it is necessary, advisable and expedient to occupy the land hereinafter described, and to run a road across same in the manner provided by law, for the purpose, use and benefit of a new and wider right-of-way and for the purpose of opening, widening, straightening, constructing, building, improving and maintaining and draining a state highway and road, to-wit, State Highway Number 34, sometimes referred to as the Fort Worth - Mansfield Highway.

IV.

That for the reasons and purposes above set out, it is necessary that the State of Texas, through its Highway Department and Highway Commission, acquire, take, hold, occupy, use and own the hereinafter described real estate, for the purpose of constructing, reconstructing and maintaining, as aforesaid, a road and right-of-way. Plaintiff has endeavored to acquire the necessary land without the necessity of condemnation proceedings; but plaintiff and defendants have been unable to agree upon the value of the land to be taken and used for such purposes, and the damages, if any, to the remainder of defendants' land resulting from such taking for the purposes herein set out. The State Highway Commission has, in the manner provided by law, made demand for the institution of condemnation proceedings to condemn said land which is actually needed for said Highway, same being all of that certain strip or parcel of land required for right-of way by the approved new location survey of the Fort Worth-Mansfield

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS;
MARY LOUISE GARCIA, COUNTY CLERK

public road over and across a 150-acre tract of land out of the Mary Horn Survey, said tract heretofore conveyed to J.B. Martin by R.A. Huffman by deed dated August 18, 1873, and recorded in Volume O, Page 91, Tarrant County Deed Records, said strip of ground containing in all 2.905 acres of land and is more fully described in Exhibit A attached hereto and made a part of this petition.

Furthermore it is necessary that the State of Texas, through its Highway Department and Highway Commission, acquire an easement for the perpetual use ofcertain strips or parcels of land out of the aforesaid 150-acre tract in order to change the course of a small draw or ravine and to drain a concrete culvert at Station 437 + 50 on a center line of the aforesaid new location of the Fort Worth to Mansfield Highway, material obtained therefrom to be used to dam the old channel of the draw and properly to provide drainage for said Highway; said strips or parcels of land so desired for drainage purposes being more fully described in Exhibit B attached hereto and made a part of this petition.

V.

Your petitioner says that it is by law entitled to condemn all of the above described strips and tracts of land for public highway and road purposes and drainage incident thereto.

Plaintiff and the defendants have been wholly unable to agree upon any persons to be named as Special Commissioners.

VI.

WHEREFORE, plaintiff prays that your Honor forthwith appoint, in the manner contemplated by law, three disinterested freeholders, resident citizens of Tarrant County, Texas, as Special Commissioners to assess the value of the land to be taken as herein described and to assess the amount of damages resulting from such taking to the remainder of defendants' land, if any such damages there shall be, to be allowed defendants; and that the decision of said Commissioners when reported into Court as required by law be recorded in the Minutes of this Court, to be the judgment of said Court in the premises.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

Petitioner further prays for all other and further relief, general and special, legal and equitable, to which it may show itself justly entitled under the law and the facts.

BRYAN, STONE, WADE & AGERTON,

Special Attorneys.

BLA.H
9/11/31.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT A

BEGINNING at a point on the center line of the said new location survey at Station 448 + 89, said point being in the south line of the said 150 acre tract, the same being the south line of the Mary Horn Survey 3731.8' east of its southwest corner;

THENCE N 90° 00' W with said south line 104.65' to a point 50' southerly from and at a right angle to Station 447 + 94 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parallel to the center line of said new location survey 884.7' to a point in the east line of a 1 acre tract owned by Robert Cain, said point also being 50' southerly from and at a right angle to Station 445 + 09.3 on the said center line;

THENCE N 0° 00' E with the east line of said 1 acre tract 6.8' to the northeast corner of said 1 acre tract, 44' southerly from and at a right angle to Station 445+06 on the center line of said new location survey;

THENCE N 90° 00' W with the north line of said 1 acre tract 12.6' to a point, 50' southerly from and at a right angle to Station 444+95 on the center line of said new location survey;

THENCE N 61° 28' W 50' southerly from and parllel to the center line of said new location survey 848.0' to a point in the west line of said 150 acre tract, 50' southerly from and at a right angle to Station 436 + 47 on the said center line;

THENCE N 0° 00' E with said west line at 56.9' crossing the center line of said new location survey at Station 436 + 20 in all 113.8' to a point, 50' northerly from and at a right angle to Station 435 + 93 on the said center line;

THENCE S 61° 28' E, 50' northerly from and parallel to the center line of said new location survey 1385.0' to a point in the south line of the said 150 acre tract the same being the south line of the Mary Horn Survey, 50' northerly from and at a right angle to Station 449 + 78 on the said center line;

THENCE N 90° 00' W with the said south line 104.65' to the place of beginning and containing in all 2.905 acres of land.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

EXHIBIT B

Tract No. 1.

Beginning at a point in the northerly right of way line of said new location survey 50.0' northerly from and at a right angle to station 437+40 on the center line of said survey, said point also being 590.6' north and 2748.2' east of the southwest corner of said Mary Horn Survey;

THENCE N 28° 32' E 150.0' to a point;

THENCE S 61° 28' E 20.0' to a point;

THENCE S 28° 32' W 150.0' to a point in the northerly right of way line of said new location survey, 50.0' northerly from and at a right angle to station 437+60 on the center line of said survey;

THENCE N 61° 28' W with said right of way line 50.0' northerly from and parallel to said center line, 20.0' to the place of beginning and containing 0.0689 acres of land.

Tract No. 2.

BEGINNING at a point in the southerly right of way line of said approved new location survey, 50.0' southerly from and at a right angle to station 437+57.5 on the center line of said survey, said point being 494.6' north and 2716.5' east of the southwest corner of said Mary Horn Survey;

THENCE S 28° 32' W 50.0' to a point;

THENCE N 61° 28' W 15.0' to a point;

THENCE N 28° 32' E 50.0' to a point in said southerly right of way line, 50.0' southerly from and at a right angle to station 437+42.5 on said center line;

THENCE S 61° 28' E with said right of way line 50.0' southerly from and parallel to said center line, 15.0' to the place of beginning and containing 0.0172 acres of land, making a total ~~x~~ in the two tracts of 0.0861 acres of land.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

30708

TARRANT COUNTY

VS.

MRS. J.B. MARTIN ET AL.

OATH OF SPECIAL COMMISSIONERS

FILED

SEP 14 1931

ORVILLE BEALL
Clerk County Court at Law No.
Tarrant County, Texas

By ..... Deputy

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

11.12.01

THE STATE OF TEXAS,
COUNTY OF TARRANT.

NO. 30705

TARRANT COUNTY

VS.

MRS. J.B. MARTIN ET AL

IN THE COUNTY COURT AT LAW NO. 2,

TARRANT COUNTY, TEXAS.

We, the undersigned Special Commissioners, appointed in the above entitled and numbered cause, being first duly sworn, state upon our oaths that we will assess the damages fairly and impartially and in accordance with law.

R. A. McInnis

T. T. Thompson

A. E. Anderson

(Special Commissioners)

Subscribed and sworn to before me on this the 12th day of September, 1931.

W. A. Fitts

Notary Public, Tarrant County, Texas.

BLA.H

9/11/31.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

No. 30705

TARRANT COUNTY	IN THE COUNTY COURT AT LAW
VS	NO. 1, TARRANT COUNTY, TEXAS.
MRS. J.B. MARTIN ET AL.	

On this the 12 day of September, A.D. 1931, came on to be heard the written statement of Tarrant County, State of Texas, acting by and through its Commissioners' Court to condemn for the purpose of a right-of-way certain land belonging to Mrs. J.B. Martin et al., to-wit:

Being (1) a strip over and across a 150-acre tract of land out of the Mary Horn Survey, said tract heretofore conveyed to J.B. Martin by R.A. Huffman by deed dated August 18, 1873, and recorded in Volume O, page 91, Tarrant County Deed Records, said strip being more particularly described in Exhibit A attached to said written statement which is here referred to and made a part hereof; and

(2) An easement for the permanent use of certain other strips or parcels of land out of the same 150-acre tract, said easement being for the purpose of making changes in drainage and providing for drainage for said Highway and more fully described in Exhibit B attached to said statement which is here referred to and made a part hereof.

And I, the undersigned Judge of said Court, being under the opinion that Special Commissioners should be appointed for such proceeding, and it appearing to me that R. A. McGinnis J J Thompson and A F Anderson are three disinterested freeholders of said County of Tarrant; it is accordingly ordered that said R A McGinnis, J. J. Thompson and A. E. Anderson be and they are hereby appointed Special Commissioners to assess the damages occasioned by the condemnation of such land.

David McCue
JUDGE.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

11.16.01

No. 30705

TARRANT COUNTY

VS.

MRS. J.B. MARTIN ET AL.

ORDER APPOINTING SPECIAL COMMISSIONERS

3
555

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS.
MARY LOUISE GARCIA, COUNTY CLERK

NO. 30705,

TARRANT COUNTY

VS.

MRS. J.B. MARTIN ET AL.

IN THE COUNTY COURT AT LAW NO. TWO,

TARRANT COUNTY, TEXAS.

FINAL JUDGMENT.

On this the 12 day of April, 1932, came on in due course to be heard the above styled and numbered cause. Thereupon Tarrant County, plaintiff, acting by and through members of its Commissioners' Court, which is suing herein for and on behalf of the State of Texas, appeared by its attorneys and announced ready for trial. Thereupon came also the several defendants, namely: Mrs. J.B. Martin, a feme sole, Dave R. Martin, John D. Martin, Will S. Martin, Frank Martin, Jim B. Martin, Clint P. Martin, Ida Christian and husband, Oliver J. Christian, Roy R. Martin, Ralph D. Martin, Clara Messersmith and husband, F.E. Messersmith, Luther Chapman, Charlie Chapman, Robert Chapman, Samuel Chapman, Mary I. Renois and husband, Otto C. Renois, Walter B. Martin, Ray L. Martin and Ruth Chapman, who by their attorneys of record also announced ready for trial.

By agreement of the parties made in open court this cause was withdrawn from the jury docket and all matters of fact as well as of law submitted to the Court for his determination.

After hearing the pleadings and the evidence the Court finds and is of the opinion that the plaintiff, on behalf of the State of Texas, is entitled to condemn for highway purposes and drainage incident thereto the tracts and parcels of land hereinafter described; and that the reasonable market value of the land thus desired to be condemned is the sum of $1,050, and further that the remaining portion of defendants' lands will not be injured or damaged by reason of such taking and condemnation for highway purposes and drainage incident thereto.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Tarrant County, on behalf of the State of Texas, and with title in the State of Texas, do have and recover of

1.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

and from the several defendants hereinabove named and each and all of them title to the following described strip or parcel of land required for right-of-way purposes for the new location of the Ft. Worth-Mansfield Highway, over and across a 150-acre tract having heretofore been conveyed to J.B. Martin by R.A. Huffman by deed dated August 18, 1873, recorded in Vol. 0, page 91, of the Tarrant County Deed Records, said strip of ground, title to which is hereby divested out of the defendants and vested in the plaintiff, Tarrant County, Texas, for and on behalf of the State of Texas, being more particularly described as follows:

BEGINNING at a point on the center line of the said new location survey at Station 448 + 86, said point being in the South line of the said 150-acre tract, the same being the South line of the Mary Horn Survey 3731.2' east of its Southwest corner;

THENCE N. 90°00' W. with said South line 104.65' to a point 50' Southerly from and at a right angle to Station 447 + 94 on the center line of said new location survey;

THENCE N. 61°28' W. 50' Southerly from and parallel to the center line of said new location survey 284.7' to a point in the East line of a 1-acre tract owned by Robert Cain, said point also being 50' Southerly from and at a right angle to Station 445 + 09.3 on the said center line;

THENCE N. 0°00' E. with the East line of said 1-acre tract 6.8' to the Northeast corner of said 1-acre tract, 44' Southerly from and at a right angle to Station 445 + 06 on the center line of said new location survey;

THENCE N. 90°00' W. with the North line of said 1-acre tract 12.6' to a point 50' Southerly from and at a right angle to Station 444 + 95 on the center line of said new location survey;

THENCE N. 61°28' W. 50' Southerly from and parallel to the center line of said new location survey 848.0' to a point in the West line of said 150-acre tract 50' Southerly from and at a right angle to Station 436 + 47 on the said center line;

THENCE N. 0°00' E. with said West line at 56.9' crossing the center line of said new location survey at Station 436 + 20 in all 113.8' to a point 50' Northerly from and at a right angle to Station 435 + 93 on the said center line;

THENCE S. 61°28' E. 50' Northerly from and parallel to the center line of said new location survey 1385.0' to a point in the South line of the said 150-acre tract, the same being the South line of the Mary Horn Survey, 50' Northerly from and at a right angle to Station 449 + 78 on the said center line;

THENCE N. 90°00' W. with the said South line 104.65' to the place of beginning, and containing in all 2.905 acres of land.

And it further appearing to the Court that it is necessary for the plaintiff to acquire for the use and benefit of the State of Texas an easement for the perpetual use of certain strips or parcels of land out of the aforesaid 150-acre tract in order to change the course of a small draw or ravine and to drain a concrete culvert at Station 437 + 50 on the center line of the new location of the Fort

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

Worth to Mansfield Highway, it is, therefore, further ORDERED, ADJUDGED and DECREED by the Court that there be and is hereby divested out of the several defendants hereinabove named and each and all of them and vested in the plaintiff for the use and benefit of the State of Texas such easement and right in and to the following strips and parcels of land:

Tract No. 1.

BEGINNING at a point in the Northerly right-of-way line of said new location survey 50.0' Northerly from and at a right angle to station 437 + 40 on the center line of said survey, said point also being 590.6' North and 2748.2' East of the Southwest corner of said Mary Horn Survey;
THENCE N. 28°32' E. 150.0' to a point;
THENCE S. 61°28' E. 20.0' to a point;
THENCE S. 28°32' W. 150.0' to a point in the Northerly right-of-way line of said new location survey 50.0' Northerly from and at a right angle to Station 437 + 60 on the center line of said Survey;
THENCE N. 61°28' W. with said right-of-way line 50.0' Northerly from and parallel to said center line 20.0' to the place of beginning, and containing 0.0689 of an acre of land.

Tract No. 2.

BEGINNING at a point in the Southerly right-of-way line of said approved new location survey 50.0' Southerly from and at a right angle to Station 437 + 57.5 on the center line of said survey, said point being 494.6' North and 2716.5' East of the Southwest corner of said Mary Horn Survey;
THENCE S. 28°32' W. 50.0' to a point;
THENCE N. 61°28' W. 15.0' to a point;
THENCE N. 28°32' E. 50.0' to a point in said Southerly right-of-way line 50.0' Southerly from and at a right angle to Station 437 + 42.5 on said center line;
THENCE S. 61°28' E. with said right-of-way line 50.0' Southerly from and parallel to said center line 15.0' to the place of beginning, and containing 0.0172 of an acre of land,-

making a total in the two tracts of 0.0861 of an acre of land.

For all of the foregoing let the plaintiff, Tarrant County, on behalf of the State of Texas and with title in the State of Texas, have its writ of possession and all such other writs or process as may be necessary or proper for the full enjoyment of said land, rights and easements perpetually as hereinabove set out.

It is further ORDERED, ADJUDGED and DECREED by the Court that the several defendants hereinabove named do have and recover judgment of and from the plaintiff, Tarrant County, for the sum of $1,050, with interest from this date until paid at the rate of 6 per

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

cent. per annum; and that all costs of this suit should be and they are hereby taxed and adjudged against the plaintiff.

Judge Presiding.

OK
BL Agreed
for Comm'r
Asst Atty Gen Wilks

BLA:L
4/11/32.

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

11.12.01

$1.70

NO. 30705.

TARRANT COUNTY

VS.

MRS. J.B. MARTIN ET AL.

FINAL JUDGMENT.

4
165

TRUE AND CORRECT COPY OF
ORIGINAL RECORD FILED IN
TARRANT COUNTY, TEXAS:
MARY LOUISE GARCIA, COUNTY CLERK

of and from the defendants and each of the defendants all the right title and interest of the defendants in and to the real property hereinbefore described and that all of the right title and interest of the defendants and each of them be divested out of the defendants and invested in the plaintiffs and Thelma Thompson, Juanita Thompson, William Thompson and Georgia Lee Thompson and Lula Thompson. The said Lula Thompson to be invested with a one-half interest in and to said real property hereinbefore described. And the said Thelma Thompson to be vested with an undivided one-eighth interest , Juanita Thompson and undivided one-eighth interest, William Thompson an undivided one eighth interest and Georgia Lee Thompson and undivided one-eighth interest;and that this judgment serve as a writ of possession.

It is the further order, judgment and decree of the court that the plaintiff, Lula Thompson pay all costs of this suit, for which let execution issue.

(Signed) Bruce Young
Judge of the 48th District
Court, Tarrant County, Texas.

THE STATE OF TEXAS |
COUNTY OF TARRANT |

I, W.E. Alexander, Clerk of the District Courts of Tarrant County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Judgment

LULA THOMPSON ET AL

In Cause No. 90249 VS.

JACOB JOHNSON ET AL

as the same appears on file in my said office.

GIVEN UNDER MY HAND and seal of said Court at office in the City of Fort Worth, Tarrant County, Texas, this the 25th day of November, A.D. 1931.

W.E. ALEXANDER,
Clerk District Courts, Tarrant County, Texas.

(L.S.)

By J.O. Brown
J.O. Brown Deputy.

FILED FOR RECORD JANUARY 12, 1932, at 1:20 P.M.
RECORDED JANUARY 13, 1932, at 11:35 A.M. # 666.

ORVILLE BEALL , COUNTY CLERK
TARRANT COUNTY, TEXAS.

BY Geo. L. Mosier DEPUTY.

R.E.

- - -

- - -

A.D. DICKINSON |
TO| DEED |
TARRANT COUNTY |

STATE OF TEXAS, |
COUNTY OF TARRANT. |

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 Six Hundred Fifty and No/100 ($650.00) Dollars, 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, required for right of way for the approved new location survey of the Fort Worth to Mansfield Highway, over and across a 48.16 acre tract of land out of the Wm. Hicks Survey and J. Collett Survey, heretofore conveyed to A.D. Dickinson by T.M. Vance by deed dated November 29, 1911, and recorded in Vol. 402, page 41, Deed Records of Tarrant County, Texas, said strip or parcel of land being more particularly described as follows:

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

STAFFORD-LOWDON CO. FORT WORTH 12556

BEGINNING at a point on the center line of said new location survey at station 361103, said point being in the west line of said 48.16 acre tract and lying 1852.3' south and 1540.9' East of the Northeast corner of the Wm. Hicks Survey;

THENCE N 0° 00' E with said West line 56.9' to a point 50.0' northerly from and at a right angle to station 360 + 75.8 on the center line of said new location survey, and in the northerly right of way line of said survey;

THENCE S. 61° 28' E with said northerly right of way line, 50.0' northerly from and parallel to said center line 100.0' to a point 50.0' northerly from and at a right angle to station 361 + 75.8 on said center line, the beginning of a curve to the left whose center bears N 28° 32' E 23.9';

THENCE along said curve in a northerly directions 68.0' to a point where said curve ends in the southerly fence line of the present Fort Worth to Mansfield road;

THENCE N 45°32' E 27.5' to a point in the center of the said present Fort Worth to Mansfield road, the same being in the northeasterly line of the said 48.16 acre tract;

THENCE S 44° 28' E with said northeasterly line and the center line of said present Fort Worth to Mansfield road, at 421.6' crossing the center line of said new location survey at station 365 + 94.5 in all 674.0' to a point;

THENCE S 45° 32' W 27.5' to a point in the southerly fence line of said present Fort Worth to Mansfield road, said point being the beginning of a curve to the left whose center bears S 45° 32' W. 1146.3';

THENCE around said curve in a westerly direction 340.0' to a point where said curve ends 50.0' southerly from and at a right angle to station 364 + 92.2 on the center line of said new location survey;

THENCE N 61° 28' W 50.0' southerly from and parallel to the center line of said new location survey 362.0' to a point in the West line of said 48.16 acre tract, 50.0' southerly from and at a right angle to Station 361 + 30.2 on the center line of said new location survey;

THENCE N 0° 00' E with the West line of said 48.16 acre tract 56.9' to the place of beginning and containing in all 1.449 acres of land of which 0.425 acres is embraced within the present Fort Worth to Mansfield road, leaving a net area of 1.024 acres of land herein conveyed.

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

It is understood that the State of Texas and Tarrant County contemplate the construction of a public road on the strip of ground herein conveyed; and the consideration hereinabove mentioned includes full and complete compensation not only for the land herein conveyed but also for any damage sustained and/or that may be sustained to the remainder of grantor's land by reason of the taking and use for highway purposes of the ground herein conveyed.

WITNESS MY HAND AT Fort Worth, Texas, this the 4th day of December, 1931.

A.D. Dickinson

STATE OF TEXAS, }
COUNTY OF TARRANT. }

Before me, the undersigned authority in and for said County and State, on this day personally appeared A.D. Dickinson, 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.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of December, 1931.

(L.S.) F.M. Bransford

Notary Public, Tarrant County, Texas.

FILED FOR RECORD JANUARY 13, 1932, at 10:26 A.M.

RECORDED JANUARY 14, 1932, at 9:10 A.M.# 707.

ORVILLE BEALL , COUNTY CLERK

BY Geo. L. Mosier DEPUTY . TARRANT COUNTY, TEXAS.

- - - - - -

ER

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

That we, W.W. Seeton of the County of Tarrant, State of Texas, for and in consideration of the sum of Four Hundred Twenty Nine & 90/100 ($429.90) 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 the Ft.Worth to Mansfield Highway, over and across a 110 acre tract out of the E. McAnear survey heretofore conveyed to W.W. Seeton by R.M. Graves et al by deed dated March 3, 1917, and recorded in Vol. 515, page 158, Deed Records of Tarrant County, Texas, said strip or parcel of land being more particularly described as follows:

Beginning at station 1080186 on the center line of said approved new location survey, said point being in the northerly line of said 110 acre tract and in the Northerly line of said E. McAnear survey, said point being S 60°36' W 365.0' from the Northeast corner of said tract and survey;

THENCE N 60°36' E with the north line of said 110 acre tract 55.1' to a point in the northeasterly right of way line of said new location survey 50.0' northerly from and at a right angle to station 1081109.2 on the center line of said survey;

THENCE S 54°53' E with said right of way line, 50.0' northeasterly from and parallel to said center line, 716.5' to a point in the easterly line of said 110 acre tract and said E. McAnear Survey, in the center of gravel road, said point being 50.0' northeasterly from and at a right angle to station 1088185.7 on said center line;

THENCE S 29°24' E with the easterly line of said 110 acre tract, at 116.2' crossing the center line of said new location survey at station 1089132.1, in all 252.4' to the southwesterly right of way line of said survey at a point 50.0 southwesterly from and at a right angle to station 1090138.8 on said center line.

THENCE N 54°53' W with said right of way line, 50.0' southwesterly from and parallel to said center line, 976.0 to a point in the northerly line of said 110 acre tract at a point 50.0' southwesterly from and at a right angle to station 1080162.8 on said center line;

THENCE N 60°36' E with the northerly line of said 110 acre tract, 55.1' to the place of beginning and containing 1.942 acres of land, save and except 0.076 acres which is embraced within said graveled road leaving a net area of 1.866 acres of land herein conveyed.

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.

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

COUNTY CLERK TARRANT COUNTY TEXAS

A CERTIFIED COPY,

ATTEST: 04 OCT, 20 11

MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas

BY: Christopher B Deputy

10-31-11

Bucy-Ingram Lumber Company, as shown by record thereof in Book 783, Page 382, Records for Deeds of Tarrant County, Texas,

And whereas, said Bucy-Ingram Lumber Company is still the owner and holder of said note,

NOW THEREFORE, for a valuable consideration to it in hand paid, said Bucy-Ingram Lumber Company, a corporation, acting by and through its President, P. M. Bucy, hereby transfers and assigns said note, together with all liens securing the same, to The Standard Savings and Loan Association of Detroit, Michigan.

This transfer is without recourse on said Bucy-Ingram Lumber Company.

IN TESTIMONY WHEREOF WITNESS the signature and seal of said Bucy-Ingram Lumber Company, a corporation, acting by and through its President, this the 22nd day of September, A. D. 1923.

Bucy-Ingram Lumber Company,
BY P. M. Bucy, President.

(L. S.)

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 P. M. Bucy, President of Bucy-Ingram Lumber 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of December, A. D. 1923.

T. R. James, Notary Public in and for Tarrant County, Texas.

(L. S.)

FILED FOR RECORD MARCH 3RD, 1924, at 9:30 A. M.
RECORDED MARCH 6TH, 1924, at 1:00 P. M.

ED L SORRELS, COUNTY CLERK
TARRANT COUNTY, TEXAS.

BY.....Mary Hall...DEPUTY.

J R HORTON ET UX ◊ THE STATE OF TEXAS ◊
TO ◊ DEED ◊ ◊ KNOW ALL MEN BY THESE PRESENTS:
TARRANT COUNTY ◊ COUNTY OF TARRANT ◊

That we, J. R. Horton and wife Olive O. Horton of the County of Tarrant, State of Texas, in consideration of the sum of One Dollar, Cash in hand paid, the receipt of which is hereby acknowledged, and the benefits to be, by us from the construction by Tarrant County, of the State Highway described below, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Tarrant County, of the County of Tarrant and State of Texas all that certain All that certain tract or parcel of land 60 ft. in width on and through the property of J. R. Horton, out of the Mary Horn Survey, in Tarrant County, Texas, lying 30 ft. in width on each side of the following described center line of the relocation survey of State Highway No. 34, and locally known as the Fort Worth-Mansfield Road:

Beginning at a point in the east fence line of the Forest Hill-Masonic Home Road, where the center line of said relocation survey of the Fort Worth-Mansfield Road crosses same at station 53 plus 01; said point being 80 ft. northerly from and at a right angle to the center of the main track of the H. & T. C. R. R.; thence in a southeasterly direction on a one degree curve concentric with and 80 ft. northerly from the center of the H. & T. C. R. R. main track 96.4 ft. to the point of tangency of said curve at station 53 plus 97;

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

thence in a southeasterly direction on said tangent parallel to and 80 ft. northerly from said center of the H. & T. C. R. R. main track 2861.6 ft. to a point in the fence line dividing the J. F. Horton and Mrs. Jas. B. Martin tracts of land at station 82 plus 59.

It being the intention of this instrument to convey a strip of land 60 ft. in width, or 30 ft. on each side of the center line of said relocation survey of the Fort Worth-Mansfield Road as herein described and known as parcel No. 3, as shown on the plans on file in the office of the Consulting Engineer, at Fort Worth, in Tarrant County, Texas; said property belonging to J. R. Horton and containing in all 4.13 acres more or less. Same to be used for highway purposes only. All other rights and privileges being retained by the grantors herein.

TO HAVE AND TO HOLD the above described premises, as stated herein unto the said Tarrant County, of Texas forever.

Witness our hands at Ft. Worth, Texas this 13th day of January, A. D. 1923.

J. R. Horton,

Olive O. Horton

THE STATE OF TEXAS ◊

COUNTY OF TARRANT ◊

BEFORE ME, James M. Ellis, a Notary Public in and for Tarrant County, Texas, on this day personally appeared J. R. Horton well known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and official seal on this 13th day of January, A. D. 1923.

James M. Ellis, Notary Public in and for

Tarrant County, Texas.

(L. S.)

THE STATE OF TEXAS ◊

COUNTY OF TARRANT ◊

BEFORE ME, James M. Ellis a Notary Public in and for Tarrant County, Texas, on this day personally appeared Olive O. Horton, wife of J. R. Horton, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Olive O. Horton acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and official seal on this 13th day of January, A. D. 1923.

James M. Ellis, Notary Public in and for

Tarrant County, Texas.

(L. S.)

FILED FOR RECORD MARCH 3RD, 1924, at 10:20 A. M.

RECORDED MARCH 6TH, 1924, at 1:30 P. M.

ED L SORRELS, COUNTY CLERK

TARRANT COUNTY, TEXAS.

BY....Mary Hall.....DEPUTY.

Rel

THE SHEAR CO ◊ THE STATE OF TEXAS ◊

TO ◊ WARRANTY DEED ◊ ◊ KNOW ALL MEN BY THESE PRESENTS;

NEIL G GRIMLAND ◊ MCLENNAN COUNTY ◊

THAT THE SHEAR COMPANY, a corporation, duly incorporated, organized and existing under the laws of Texas, McLennan County, Texas, under and by virtue of a resolution of the Board of Directors of said corporation duly passed and recorded in the minutes of said corporation, for and in consideration of the sum of Five hundred fifty &00/100 Dollars to said

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

COUNTY CLERK, TARRANT COUNTY, TEXAS

A CERTIFIED COPY,

ATTEST: 04 OCT, 2011

MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas

BY: Christopher B Deputy

10-21-11

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 hereindescribed, 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 21 say of September, A.D. 1931.

J. W. Wreay

E. L. Wreay

STATE OF TEXAS, |
COUNTY OF TARRANT |

BEFORE ME, the undersigned authority, on this day personally appeared J. W.Wreay and E. L. Wreay, 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 considerations therein expressed, and the said E. L.Wreay wife of the said J. W.Wreay, having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said E. L.Wreay acknowledged such instrument to be her act and deed, and declared she had willing 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 21 day of Sept. A.D. 1931.

W.W. Miller

L.S Notary Public Tarrant County, Texas.

FILED FOR RECORD: OCT. 12, 3:40 P. M. 1931.

RECORDED: OCT. 13, 1:50 P. M. 1931. #20097

ORVILLE BEALL, COUNTY CLERK

BY Mary Dean Bell DEPUTY. TARRANT COUNTY, TEXAS.

R.O.E

0°0°0°0°0°0°0°0°0°0°

J. R. HORTON ET UX |
TO | DEED |
TARRANT COUNTY, TEX. |

STATE OF TEXAS, |
COUNTY OF TARRANT |

KNOW ALL MEN BY THESE PRESENTS:

That we, J. R. Horton and O. O. Horton of the County of Tarrant, State of Texas, for and in consideration of the sum of Thirty Four Hundred & Eighteen 36/100 ($3418.36) 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 that certain strip or parcel of land for right of way required by the approved new location survey of the Fort Worth to Mansfield Highway, over and across a 75 acre tract of land out of the Mary Horn Survey, said tract heretofore conveyed to J. R. Horton by James M. Ellis by deed June, 29, 1900, and recorded in Vol. 149 page 159 Tarrant County Deed Records and over and across another 75 acre tract of land out of the Mary Horn survey said tract heretofore conveyed to J. R. Horton by S. H. Sewell, by deed dated April 1, 1896, and recorded in Vol. 117 page 195, Tarrant County Deed Records; said strip or parcel of land being more particularly described as follows:

BEGINNING at a point on the center line of the said new location survey at Station 406 + 36.5 said point being in the center of a 36' public road and on the west line of the said J. R. Horton property the same being the west line of the said Mary Horn Survey and lying 3,287' south of its north west corner;

THENCE N 0°15'E with the center of said road and said west line 190.6' to a point,

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS: MARY LOUISE GARCIA, COUNTY CLERK

THENCE S 89°45' E 18.0' to a point in the east line of said road;

THENCE S 36° 67' E 100.7' to a point, the beginning of a curvey to the left at which point said curves center bears S 89° 45' E 50';

THENCE continuing around said curve in an easterly direction 53.9' to a point where said curves ends, 50' northerly from and at a right angle to Station 406.+ 73.6 on the center line of said new location survey;

THENCE S 61° 28' E 50' northerly from and parallel to the center line of said new location survey 2919.4' to a point in the east line of the J.R. Horton property, 50' northerly from and at a right angle to Station 435.+ 93 on the said center line:

Thence S 0°.00' E with said east line at 56.9' crossing the center line of said new location survey at Station 436 + 20 in all 113.8' to a point 50' southerly from and at a right angle to Station 436 + 47 on said center line:

Thence N 61°28' W 50' southerly from and parallel to the center line of said new location survey 2865.8' to a point, the beginning of a curve to the left at which point said curves center bears S 28° 32' W 50.0' said point also being 50' southerly from and at a right angle to Station 407 + 61.2 on said center line:

THENCE continuing around said curve in a southerly direction 103.2' to a point where said curve ends:

THENCE S 7° 07' W 100.7' to a point in the east line of a 36' public road:

THENCE N 89° 45' W 18.0' to a point in the center of said road, and in the west line of J. R. Horton property the same being the west line of the said Mary Horn Survey:

THENCE N.0°15' E with the center line of said road, and said west line 256.6' to the place of beginning, and containing in all 7.088 acres of land, of which 0.177 of an acre is embraced within a public road leaving a net acreage of 6.911 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 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 23, day of Sept. A.D. 1931.

J. R. Horton

O. O. Horton

STATE OF TEXAS. }
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, on this day personally appeared, J.R. Horton and Wife O. O. Horton 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 considerations therein expressed, and the said O. O. Horton wife of the said J.R. Horton having been examined by me privily and apart from her husband and having the same fully explained to her, she the said O. O. Horton acknowledged such instrument to be her act and deed anddeclared 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 23 day of Sept. A.D. 1931.

W.W. Miller

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK

Notary Public, Tarrant County, Texas.

FILED FOR RECORD: OCT. 12, 3:39 P. M. 1931.

RECORDED: OCT. 13, 2:30 P. M. 1931. #20101.

ORVILLE BEALL COUNTY CLERK

BY Mary Dean Bell DEPUTY. TARRANT COUNTY, TEXAS.

R&R

0*0*0*0*0*0*0*0*0

J. R. HORTON TO PERMANENT EASEMENT TARRANT COUNTY

STATE OF TEXAS, COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

That we, J. R. Horton and wife O. O. Horton of the County of Tarrant, State of Texas, for and in consideration of the sum of one hundred fifty six 90/100 ($156.90) 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, the full right and easement for the permanent use of those certain strips or parcels of land out of a 75 acre tract out of the Mary Horn survey, heretofore conveyed to J. R. Horton by S. H. Sewell by deed dated April 1, 1896, and recorded in Vol. 117 page 198 Deed Records of Tarrant County, Texas, said strips or parcels of land are required to change the course of a small draw and to drain a reinforced concrete culvert at station 424 + 00 on the center line of the approved new location survey of the Ft. Worth to Mansfield Highway material obtained therefrom to be used to dam the old channel of said draw, said strips or parcels of land being more particularly described in two tracts as follows:

TRACT NO. 1.

Beginning at a point in the northerly right of way of said new location survey, 50.0' northerly from and at a right angle to station 4244 15 on the center line of said survey said point being 4093.4' south and 1586.3' East of the northwest corner of said Mary Horn survey.

THENCE N 61°28' W with said right of way line 50.0' northerly from and parallel to said center line 555.0' to a point 50.0' northerly from and at a right angle to station 418 + 60 on said center line;

THENCE N 28°32' E 30.0' to a point;

THENCE S 61°28' E 30.0' northerly from and parallel to said northerly right of way line 526.0' to a point:

THENCE N 30° 27' E 124.0' to a point:

THENCE N 57°01' E 102.5' to a point;

THENCE S 32°59' E 20.0' to a point:

THENCE S 57°01' W 97.5' to a point;

THENCE S 26°27' W 146.0' to the place of beginning and containing 0.495 acres of land.

TRACT NO. 2.

Beginning at a point in the southerly right of way line of said approved new location survey, 50.0' southerly from and at a right angle to station 424 + 15 on the center line of said survey said point being 4161.4' south and 1538.3' east of the northwest corner of said Mary Horn survey:

THENCE N 61°28' E with said right of way line, 50.0' southerly from and parallel to said center line 30.0' to a point:

THENCE S 22°39' W 50.25' to a point;

THENCE S 61°28' E 20.0' to a point.

THENCE N 34°15' E 50.25' to the place of beginning and containing 0.0287 acres

TRUE AND CORRECT COPY OF ORIGINAL RECORD FILED IN TARRANT COUNTY, TEXAS. MARY LOUISE GARCIA, COUNTY CLERK
TARRANT COUNTY TEXAS COUNTY CLERK

(5)

File No. 113694

Project Details

Date Filed: 10/31/11

Jerry E. Patterson, Commissioner

By GH

A CERTIFIED COPY,
ATTEST: 04 OCT, 2011
MARY LOUISE GARCIA, County Clerk
Tarrant County, Texas
BY: _____ Deputy

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

November 22, 2011

Jared Abbott
Chesapeake Exploration, LLC
P. O. Box 18496
Oklahoma City, OK 73154-0496

Re: 6.8636 ac. along Hwy. 287 (Mansfield Hwy.)
in the Mary Horn Sur., A-691
in Tarrant County, Texas

Dear Mr. Abbott

Your company, Chesapeake Exploration, LLC, has filed an application with the General Land Office (GLO) to lease the oil and gas rights underlying the above referenced right-of-way. The Applicant has also paid the applicable lease bonus and other required fees to the GLO.

As the oil and gas lessee of lands adjoining the right-of-way, Chesapeake Exploration, LLC, Inc. has a preferential right to obtain an oil and gas lease covering the right-of-way under Natural Resources Code Section 32.201. Please be advised that GLO staff has recommended approval of the application by the School Land Board on January 17, 2012.

Please let me know if you need additional information.

Sincerely,

Drew Reid

Drew Reid, Landman
Mineral Leasing Division
(512) 475-1534
drew.reid@glo.state.tx.us

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	4067
RECIPIENT ADDRESS	94058494826
DESTINATION ID	
ST. TIME	11/29 16:01
TIME USE	00'25
PAGES SENT	2
RESULT	OK

GENERAL LAND OFFICE
1700 NORTH CONGRESS, SUITE 840
AUSTIN, TEXAS 78701
TELEPHONE: 512/463-5042
FAX: 512/475-1543

FACSIMILE TRANSMITTAL SHEET

TO: Jared Abbott	FROM: George Martin
COMPANY: Chesapeake Exploration	DATE: 11-28-11
FAX NUMBER: (405) 849-4826	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER: (405) 935-4826	SENDER'S REFERENCE NUMBER: (512) 475-1512
RE: Waiver letter	YOUR REFERENCE NUMBER:

☑ URGENT ☑ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Jared,
Here's the waiver letter you requested; let me know if you need anything else (Sorry; I thought I'd given Drew your fax number - he did this last week while I was out of the office)

(6)

File No. 113694

Waiver Letter

Date Filed: 11/22/11

Jerry E. Patterson, Commissioner

By GH

TEXAS GENERAL LAND OFFICE
JERRY PATTERSON, COMMISSIONER

January 31, 2012

Mr. David Zamarripa
Turner Oil & Gas Properties, Inc.
Agent for Chesapeake Exploration, LLC
3232 West Britton Road, Suite 200
Oklahoma City, OK 73102

Dear Ms. Zamarripa,

Re: State of Texas HROW Lease # MF 113694

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

(7

File No. 113694

Final Letter

Date Filed: 1/31/12

Jerry E. Patterson, Commissioner

By GM

DO NOT DESTROY

Texas General Land Office

UNIT AGREEMENT MEMO

PA12-257

Unit Number	*5762*		
Operator Name	*CHESAPEAKE OPERATING INC*	*Effective Date*	*4/18/2012*
Customer ID	*C000025243*	*Unitized For*	*Oil & Gas*
Unit Name	*Conatser North Unit*	*Unit Term*	*0 Months*
County1	*Tarrant*		
County 2			
County 3			
RRC District:	*05*		
Unit Type:	*Permanent*		

Old Unit Number	*Inactive Status Date*
0	
0	
0	
0	
0	

State Royalty Interest: *0.0051827943*
State Part in Unit: *0.0207311771*
Unit Depth All
Below Depth 0
Above Depth 0
Well: *Unit*
Formation: *Barnett Shale*
Participation Basis: *Surface Acreage*
[If Exclusions Apply: See Remarks]

MF Number	MF113694		*Tract Number*	1	
Lease Acres	6.532	/	*Total Unit Acres*	315.081	=
Tract Participation:	0.0207312	X			
Lease Royalty	0.25	=	*Manual Tract Participation:*	0	*See Remarks*
Tract Royalty Participation	0.0051828		*Manual Tract Royalty:*	0	

Tract Royaly Reduction	No
Tract Royalty Rate	0
Tract On-Line Date:	

API Number	RRC Number
424393647800	0
424393647700	0
424393631300	0
424393631200	0

Remarks: HROW Unit - Barnett Shale

Prepared By: B Boyd — *Prepared Date:* 5-9-12

GLO Base Updated By: B Boyd — *GLOBase Date:* 10-31-12

RAM Approval By: S Waller — *RAM Approval Date:* 11-9-12

GIS By: JG — *GIS Date:* 11-29-12

RA12 -257
5762

Electronically Recorded
Official Public Records
Mary Louise Garcia
Mary Louise Garcia

Tarrant County Texas
4/26/2012 3:31 PM **D212099957**
PGS 24 $108.00
Submitter: SIMPLIFILE

DECLARATION OF POOLED UNIT
CONATSER NORTH UNIT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

Electronically Recorded
Chesapeake Operating, Inc.

D212099957

This Declaration of Pooled Unit is executed to be effective as of the date of recording by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Declaration of Unit. In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the mineral estates therein, to the extent necessary to form and create the Unit Area described below. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

2. Description of Unit Area. The Unit Area (herein so called) shall consist of **315.081 acres**, more or less, being the lands more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes, and the unit shall be limited to the interval and depths lying from the surface of the earth to the base of the Barnett Shale formation **INSOFAR AND ONLY INSOFAR** as to oil, gas, and associated and constituent hydrocarbons produced from a well or wells classified as an oil well or a gas well. This Declaration of Pooled Unit covers all production from the lands described on the attached Exhibit "B" which is produced from any well drilled to the unitized interval underlying the Unit Area.

3. Unit Name. The pooled unit created hereby shall be known as the "**Conatser North Unit**."

4. Additional Interest; Consent. In the event the undersigned own any leasehold interest or mineral interest other than those specifically described or referred to herein covering the lands inside the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the pooled unit created hereby is necessary, such interest or interests are hereby pooled and combined into said pooled unit as hereby declared without the necessity of specifically enumerating such interests or the specific lands covered by such interests or in which they are held.

5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Declaration of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the pooled unit described herein, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Leases; (iii) to include in the pooled unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein, and (iv) to include in the pooled unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the respective owner of such full or undivided interests.

6. Dissolution of Unit. The pooled unit formed hereby may be dissolved by Chesapeake Operating, Inc., acting as the Operator of the pooled unit, at any time by an instrument filed for record in Tarrant County, Texas, after any failure to establish unit production or after cessation of operations upon the pooled unit.

7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written consent of all the undersigned parties hereto. This Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

8. General Provisions. This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties. When the context requires, singular nouns and pronouns include the plural.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of the recording date.

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company

Henry J. Hood, Senior Vice President -
Land and Legal and General Counsel

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 18th day of April, 2012, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

MARY KATHERINE BURNS NOTARY PUBLIC # 11001097 EXP. 02/07/15 STATE OF OKLAHOMA

Mary Katherine Bruno
Notary Public in and for the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 24th day of April, 2012, by Fabien Colmet Daage as Vice President – Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and on behalf of such corporation.

JOY W PHILLIPS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 31, 2012

Notary Public in and for the State of Texas

Glencrest Resources, LLC

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, _____of **Glencrest Resources, L.L.C.**

_____
Notary Public in and for the State of _____

Exhibit "A"

Attached to and made a part of that Declaration of Pooled Unit - Conaster North Unit, dated the effective as date of recording. Descriptions are, more or less, as described in the following leases **insofar and only insofar** as said oil and gas leases covers lands described in Exhibit "B" attached hereto.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
TX7158908-001	LUMINANT MINERAL DEVEL CO, LLC	CHESAPEAKE EXPLORATION LLC	1/14/2009	D209058389
TX0146214-000	BUCK & PHOEBE LUCE	DALE PROPERTY SERVICES, LLC	7/8/2010	D210171825
TX0146216-000	BUCK & PHOEBE LUCE	DALE PROPERTY SERVICES, LLC	7/8/2010	D210171827
TX0065445-000	BUCK & PHOEBE H LUCE	DALE PROPERTY SERVICES, LLC	2/27/2007	D207099604
42-050025-000	BENJAMIN NARVAEZ AND BENJAMIN L NARVAEZ JR	CHESAPEAKE EXPLORATION LLC	2/13/2012	D212089682
42-050040-000	BENJAMIN NARVAEZ AND BENJAMIN L NARVAEZ JR	CHESAPEAKE EXPLORATION LLC	2/13/2012	D212088280
42-049754-000	MARK PRICE AND WIFE, PAMELA PRICE	CHESAPEAKE EXPLORATION LLC	2/9/2012	D212069851
TX0051666-000	WILLIE D & WANDA SNEED	DALE RESOURCES LLC	10/30/2006	D206364010
TX0056392-000	STOWE FAMILY REVOCABLE LIV TR	DALE RESOURCES LLC	11/21/2006	D207011675
TX0107567-000	CAMERON THOMAS & PAMELA G CREW	DALE PROPERTY SERVICES, LLC	1/24/2008	D208034268
TX0107566-000	CAMERON THOMAS & PAMELA G CREW	DALE PROPERTY SERVICES, LLC	1/24/2008	D208034606
TX2208774-001	CONATSER CONSTRUCTION TX, LP	DALE RESOURCES LLC	9/28/2006	D206346634
42-050400-000	J.D. ROBERSON A/K/A JIMMY DON ROBERSON AND DEBBIE ROBERSON A/K/A DEBRA LYNN ROBERSON	CHESAPEAKE EXPLORATION LLC	4/17/2012	D212097952
TX0137583-000	JIMMY D AND DEBRA L ROBERSON	DALE PROPERTY SERVICES, LLC	4/30/2009	D209122922
TX0071976-000	ALA YOUSEF	DALE PROPERTY SERVICES, LLC	3/21/2007	D207173335
TX0139078-000	DANIEL H COOPER A/K/A HUGH COO	DALE PROPERTY SERVICES, LLC	5/28/2009	D209147921
TX0140970-000	FIRST AFRICAN BAPTIST CHURCH	DALE PROPERTY SERVICES, LLC	10/1/2009	D209272857
42-008992-000	WILLIAM PIPPIN	CHESAPEAKE EXPLORATION LLC	9/24/2011	D211247236
TX0124269-000	ILA MADGE DANIELL	DALE PROPERTY SERVICES, LLC	5/22/2008	D208212844
TX0149014-000	JESSE D FERNANDEZ	CHESAPEAKE EXPLORATION LLC	11/11/2010	D210286588
TX0116004-000	ROLEX PROPERTIES, LLC & CAUS, INC	DALE PROPERTY SERVICES, LLC	12/29/2007	D208135232
TX0124228-000	RICARDO SANDOVAL	DALE PROPERTY SERVICES, LLC	5/27/2008	D208212728
TX0148437-000	JAMES F SIGLER	CHESAPEAKE EXPLORATION LLC	10/4/2010	D210262895
TX0148436-000	JAMES F SIGLER	CHESAPEAKE EXPLORATION LLC	10/4/2010	D210262894
TX0148435-000	JAMES F & CAROLYN SIGLER	CHESAPEAKE EXPLORATION LLC	10/4/2010	D210262893
TX0148433-000	JAMES F SIGLER	CHESAPEAKE EXPLORATION LLC	10/4/2010	D210262891
TX0108294-000	DARRELL Y STORY	DALE PROPERTY SERVICES, LLC	1/29/2008	D208040831

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
42-009355-000	PAT MCCOY PLUMBING COMPANY, INC	CHESAPEAKE EXPLORATION LLC	10/19/2011	D211257726
TX0140634-000	NANCY BRACKEN LAMBERT	DALE PROPERTY SERVICES, LLC	9/16/2009	D209253420
TX0140632-000	RANDLE D BRACKEN	DALE PROPERTY SERVICES, LLC	9/16/2009	D209253418
TX0140635-000	NANCY BRACKEN LAMBERT	DALE PROPERTY SERVICES, LLC	9/16/2009	D209253421
TX0140633-000	RANDLE D BRACKEN	DALE PROPERTY SERVICES, LLC	9/16/2009	D209253419
TX0141523-000	JO CAROLE HARDING	DALE PROPERTY SERVICES, LLC	11/10/2009	D209304352
MF 113694 42-048081-000	STATE OF TEXAS	CHESAPEAKE EXPLORATION LLC	1/12/2012	D212097440
TX0150757-000	TRAFALGAR HOMES OF TEXAS, LLC	CHESAPEAKE EXPLORATION LLC	2/17/2011	D211041005
TX0150623-000	CAPITAL PLUS I, LTD	CHESAPEAKE EXPLORATION LLC	1/27/2011	D211037083
TX0139395-000	BRYCE D & PATRICIA SPENCER	DALE PROPERTY SERVICES, LLC	6/17/2009	D209167144
TX0137964-000	WILLADEAN FRANKLIN	DALE PROPERTY SERVICES, LLC	3/17/2009	D209089718
TX0076859-000	JESUS & MARIA RAMIREZ	DALE PROPERTY SERVICES, LLC	6/17/2007	D207231576
TX0137967-000	WILLADEAN FRANKLIN	DALE PROPERTY SERVICES, LLC	3/17/2009	D209089719
42-042197-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION LLC	10/21/2011	D211273714
TX0077876-000	CAROL J. & ERNIE R. HALL	DALE PROPERTY SERVICES, LLC	7/6/2007	D207245377
42-048815-000	J CARMEN RAMIREZ AND WIFE, MA TERESA RAMIREZ	CHESAPEAKE EXPLORATION LLC	2/7/2012	D212057698
TX0149896-000	RICARDO MONTES	CHESAPEAKE EXPLORATION LLC	12/20/2010	D211006021
TX0125324-000	LORENZO SOTO AND ROMELIA POZOS	DALE PROPERTY SERVICES, LLC	4/1/2008	D208186045
TX0150573-000	THERESA J TALMADGE	CHESAPEAKE EXPLORATION LLC	2/8/2011	D211035976
TX0141078-000	MANUEL PEREZ	DALE PROPERTY SERVICES, LLC	10/13/2009	D209278020
TX0096623-000	MARTIN & MARTA ALBARRAN ALANIS	DALE PROPERTY SERVICES, LLC	10/12/2007	D207393919
TX0083081-000	S R DAVIDSON FAMILY LTD PTRSHP	DALE PROPERTY SERVICES, LLC	7/17/2007	D207291698
42-007479-000	THE S R DAVIDSON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION LLC	9/28/2011	D211248936
TX7151121-000	ROBERT FINDLEY	KERR ENERGY, LLC	5/15/2007	D207239800
TX0422434-000	GLENDA BULLARD	CHESAPEAKE EXPLORATION LLC	6/27/2011	D211168745
TX0076450-000	CARLTON PORTER	DALE PROPERTY SERVICES, LLC	6/19/2007	D207227730
TX7151215-000	KATHLEEN MILLIGAN	KERR ENERGY, LLC	8/24/2007	D207332159
TX0147217-000	MARCER INVESTMENTS, LLC	DALE PROPERTY SERVICES, LLC	8/23/2010	D210209001
TX0150526-000	JOHN R & VIRGINIA KENNEDY	CHESAPEAKE EXPLORATION LLC	1/31/2011	D210034152
TX0102904-000	LEONARDO GARCIA & HILDA HINOJOSA	DALE PROPERTY SERVICES, LLC	12/5/2007	D207448913
TX0131237-000	PAUL D. RHODES & DWIGHT M. LOC	DALE PROPERTY SERVICES, LLC	7/23/2008	D208307774
TX0137184-000	JOSE MUNOZ MACIAS	DALE PROPERTY SERVICES, LLC	2/21/2009	D209050626
42-049766-000	MARIA WHITE	CHESAPEAKE EXPLORATION LLC	3/12/2012	D212080170
TX0132767-000	DEATRIA NORFLEET	DALE PROPERTY SERVICES, LLC	8/12/2008	D208332956
TX0142182-000	HUY DINH	DALE PROPERTY SERVICES, LLC	1/4/2010	D210012090

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
42-048733-000	JUAN LIRA AND ROSA LIRA	CHESAPEAKE EXPLORATION LLC	2/7/2012	D212057685
42-047325-000	LONDON FUNDING LLC	CHESAPEAKE EXPLORATION LLC	1/23/2012	D212022890
TX0139366-000	SALVADOR PEREZ	DALE PROPERTY SERVICES, LLC	6/17/2009	D209164380
TX0076853-000	JOHNNY & CATHY GILMORE	DALE PROPERTY SERVICES, LLC	6/13/2007	D207231578
TX0079575-000	JOSE & LORENA FRANCO	DALE PROPERTY SERVICES, LLC	7/14/2007	D207258910
TX0101662-000	BONGANI & NONHLE BUTHELEZI	DALE PROPERTY SERVICES, LLC	11/21/2007	D207434837
TX0093359-000	JOSE A TELLEZ	DALE PROPERTY SERVICES, LLC	9/24/2007	D207364836
GLENCREST	FERNANDO MURILLO	GLENCREST RESOURCES	5/27/2008	D208221977
TX0097901-000	FIDEL GONZALEZ RIOS & MARIA E GONZALEZ	DALE PROPERTY SERVICES, LLC	11/1/2007	D207404073
GLENCREST	BLONDELL L SMITH	GLENCREST RESOURCES	6/18/2008	D208263390
TX0137011-000	PATSY LORETTA HUDSON	DALE PROPERTY SERVICES, LLC	2/6/2009	D209039289
TX0139321-000	LEBARDO & ROSALINA PALOMO	DALE PROPERTY SERVICES, LLC	6/15/2009	D209163027
TX0139324-000	LEBARDO & ROSALINA PALOMO	DALE PROPERTY SERVICES, LLC	6/15/2009	D209163025
TX0137432-000	SANDRA J MICHAEL T CRAM	DALE PROPERTY SERVICES, LLC	2/27/2009	D209059584
42-044184-000	HUGO GUEVARA	CHESAPEAKE EXPLORATION LLC	11/4/2011	D211287181
TX0145512-000	METRO ROYALTY INC	DALE PROPERTY SERVICES, LLC	6/2/2010	D210141980
TX0137266-000	RAMON & MARTHA ALBINA RIVAS	DALE PROPERTY SERVICES, LLC	2/23/2009	D209056477
TX0114925-000	STEPHEN A & REBECCA SHOWALTER	DALE PROPERTY SERVICES, LLC	1/4/2008	D208122997
TX0425302-000	METRO ROYALTY INC.	CHESAPEAKE EXPLORATION LLC	3/24/2011	D211098877
TX0138662-000	GREGORY N & MELINDA A NERO	DALE PROPERTY SERVICES, LLC	5/2/2009	D209123074
42-048810-000	RAJIV SHARMA & MANJU SHARMA	CHESAPEAKE EXPLORATION LLC	2/9/2012	D212057701
GLENCREST	DELLICITAS PEREZ	GLENCREST RESOURCES	5/30/2008	D208263433
TX0425562-000	LETICIA GONZALES	CHESAPEAKE EXPLORATION LLC	4/26/2011	D211143088
GLENCREST	ARNULFO OLVERA	GLENCREST RESOURCES	8/19/2008	D208375974
TX0145408-000	JMH VENTURES & J MICHAEL	DALE PROPERTY SERVICES, LLC	6/2/2010	D210142878
42-048737-000	SOUTHEAST INVESTMENTS	CHESAPEAKE EXPLORATION LLC	1/31/2012	D212036663
TX0138148-000	SILVANO & YVETTE VEGA	DALE PROPERTY SERVICES, LLC	3/20/2009	D209094505
TX0130076-000	SERVANDO & LUCERO SANTAMARIA	DALE PROPERTY SERVICES, LLC	7/13/2008	D208287263
TX0111157-000	LAMARETTA T FORD	DALE PROPERTY SERVICES, LLC	2/19/2008	D208075279
TX0138686-000	ELIZABETH ANN DANIELS	DALE PROPERTY SERVICES, LLC	5/5/2009	D209125298
TX0138646-000	GRISELDA NAVA	DALE PROPERTY SERVICES, LLC	4/28/2009	D209118626
42-046494-000	GAVINO HOLGUIN AND WIFE, LOURDES HOLGUIN A/K/A MARIA DELOURDES HOLGUIN	CHESAPEAKE EXPLORATION LLC	12/23/2011	D212010938
42-047966-000	GUSTAVO AND FRANCISCA PALOMA	CHESAPEAKE EXPLORATION LLC	2/6/2012	D212036657
42-048744-000	JUAN DUENAS	CHESAPEAKE EXPLORATION LLC	3/8/2012	D212057693
TX0138207-000	MARTHA S BALDERAS	DALE PROPERTY SERVICES, LLC	3/12/2009	D209093458
42-049753-000	WILLIAM PETTY AND REBECCA PETTY	CHESAPEAKE EXPLORATION LLC	3/13/2012	D212069848
TX0130359-000	DUPAT INVESTMENTS, INC	DALE PROPERTY SERVICES, LLC	7/17/2008	D208293639
TX0076295-000	MANUEL MORENO & MARTHA ESCARENO	DALE PROPERTY SERVICES, LLC	6/19/2007	D207227734

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
GLENCREST	JOHN D MOORE	GLENCREST RESOURCES	5/17/2008	D208245810
GLENCREST	HILARIO CASTILLO	GLENCREST RESOURCES	7/26/2008	D208326562
GLENCREST	LUCILA RUIZ	GLENCREST RESOURCES	7/10/2008	D208326584
TX0109867-000	KITTY HIBBS	DALE PROPERTY SERVICES, LLC	2/12/2008	D208058444
TX0113466-000	SANJAY R PATEL	DALE PROPERTY SERVICES, LLC	3/3/2008	D208098870
TX0101658-000	LAWRENCE & REBECCA BARRET	DALE PROPERTY SERVICES, LLC	11/13/2007	D207434838
42-045707-000	TERRI WILLIAMS FKA TERRI J. WILSON AND ELMER WILLIAMS JR.	CHESAPEAKE EXPLORATION LLC	12/30/2011	D212006068
42-045708-000	GARY L BARKSDALE	CHESAPEAKE EXPLORATION LLC	12/30/2011	D212006067
TX0139066-000	EDDIE LAJEAN WILLIS	DALE PROPERTY SERVICES, LLC	5/28/2009	D209147909
TX0138150-000	SILVANO & YVETTE VEGA	DALE PROPERTY SERVICES, LLC	3/20/2009	D209094507
42-047324-000	LESSLIE M HALL	CHESAPEAKE EXPLORATION LLC	1/30/2012	D212022891
TX0138598-000	ROY SALDIBAR	DALE PROPERTY SERVICES, LLC	4/25/2009	D209115747
TX0420643-000	JOYCE PITTS	CHESAPEAKE EXPLORATION LLC	3/24/2011	D211098878
TX0076089-000	JESUS & WENDY CARBAJAL	DALE PROPERTY SERVICES, LLC	6/12/2007	D207225966
42-047986-000	WILMA DEEN RUDOLPH	CHESAPEAKE EXPLORATION LLC	1/27/2012	D212036682
42-049825-000	DORIS J FLEMING	CHESAPEAKE EXPLORATION LLC	3/1/2012	D212080182
42-047969-000	AED GROUP	CHESAPEAKE EXPLORATION LLC	1/30/2012	D212036679
TX7151120-000	JEI INVESTMENTS, INC	KERR ENERGY, LLC	5/15/2007	D207239802
TX0079933-000	WOODROW W GRAHAM	DALE PROPERTY SERVICES, LLC	6/19/2007	D207251952
42-049827-000	RODRIGO AND DLEORES REYNA	CHESAPEAKE EXPLORATION LLC	3/14/2012	D212080176
TX0075396-000	ROGELIO & PATRICIA CORTEZ	DALE PROPERTY SERVICES, LLC	6/11/2007	D207218725
TX0137400-000	CAPITAL PLUS I, LTD	DALE PROPERTY SERVICES, LLC	3/2/2009	D209059404
TX0138690-000	ARMANDO MIGUEL RAMIREZ	DALE PROPERTY SERVICES, LLC	5/5/2009	D209125302
TX0137987-000	AL & MYRLE GENE STRICKLIN	DALE PROPERTY SERVICES, LLC	3/11/2009	D209089725
TX0148041-000	DE JUAN BOGAR	CHESAPEAKE EXPLORATION LLC	9/30/2010	D210249149
TX0109879-000	J GUADALUPE & LOURDES MARTINEZ	DALE PROPERTY SERVICES, LLC	2/18/2008	D208058435
GLENCREST	MARIO FERREIRA	GLENCREST RESOURCES	6/13/2008	D208326658
TX0130617-000	JOSE L & MARTHA M OROPEZA	DALE PROPERTY SERVICES, LLC	7/21/2008	D208299038
GLENCREST	ELIZIA M YNGUANZO	GLENCREST RESOURCES	5/12/2008	D208199070
TX0139143-000	DORIS M BOLT	DALE PROPERTY SERVICES, LLC	6/2/2009	D209154008
GLENCREST	JOSE ROSAS	GLENCREST RESOURCES	5/12/2008	D208194630
GLENCREST	FERNANDO MURILLO	GLENCREST RESOURCES	5/27/2008	D208275907
TX0150402-000	WILLIAM M PURL	CHESAPEAKE EXPLORATION LLC	1/19/2011	D211023585
TX0104105-000	GLADYS LILLY	DALE PROPERTY SERVICES, LLC	11/8/2007	D208001900
TX0125754-000	GLORIA LEON	DALE PROPERTY SERVICES, LLC	6/11/2008	D208233379
TX0109322-000	DANIEL & MARIA LOREDO	DALE PROPERTY SERVICES, LLC	1/25/2008	D208052256
GLENCREST	JORGE MANCERA	GLENCREST RESOURCES	7/11/2008	D208375960
GLENCREST	RICARDO M FLORES	GLENCREST RESOURCES	6/8/2008	D208305758

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
42-008229-000	CHRISTIAN CRUSADE FOR CHRIST CHURCH	CHESAPEAKE EXPLORATION LLC	10/4/2011	D211248937
42-008230-000	CHRISTIAN CRUSADE FOR CHRIST CHURCH	CHESAPEAKE EXPLORATION LLC	10/4/2011	D211248938
TX0110955-000	RUFINA AMANDA CASTELLANOS	DALE PROPERTY SERVICES, LLC	2/25/2008	D208073858
TX0138412-000	ZELMA IONA REEVES	DALE PROPERTY SERVICES, LLC	4/15/2009	D209105010
TX0148460-000	ARTURO & NORBERTA RIOS	CHESAPEAKE EXPLORATION LLC	10/8/2010	D210263189
TX0118717-000	JOSE CEBALLOS & MARIA ANGELICA	DALE PROPERTY SERVICES, LLC	4/25/2008	D208160534
42-050399-000	FRANCISCO SANCHEZ AND ROSAURA ALVAREZ	CHESAPEAKE EXPLORATION LLC	4/11/2012	D212097950
42-009670-001	REGINA FOUTCH	CHESAPEAKE EXPLORATION LLC	10/12/2011	D211257712
TX0425319-001	BRENDA PATTERSON, A WIDOW	CHESAPEAKE EXPLORATION LLC	3/18/2011	D211098979
TX0139771-000	GORDON JAMES	DALE PROPERTY SERVICES, LLC	7/10/2009	D209193769
TX0140417-000	ELIZABETH KENNY	DALE PROPERTY SERVICES, LLC	9/2/2009	D209242332
TX0129310-000	DANG & NGA THI HO HUYNH	DALE PROPERTY SERVICES, LLC	6/30/2008	D208283193
TX0138539-000	J E WINTERS FAMILY PARTNERSHIP LTD	DALE PROPERTY SERVICES, LLC	4/17/2009	D209111305
TX0138558-000	DARREL DANE & VERA MAE WILSON	DALE PROPERTY SERVICES, LLC	4/23/2009	D209111143
TX0137989-000	JACOBO & PETRA LINARES	DALE PROPERTY SERVICES, LLC	3/21/2009	D209089726
TX0138535-000	RAFAEL RAMOS	DALE PROPERTY SERVICES, LLC	4/20/2009	D209111301
TX0146656-000	JUANITA FUENTES	DALE PROPERTY SERVICES, LLC	7/20/2010	D210189992
TX0131872-000	HOMESTATE PROPERTY, INC	DALE PROPERTY SERVICES, LLC	8/5/2008	D208318266
TX0146652-000	JUANITA FUENTES	DALE PROPERTY SERVICES, LLC	7/20/2010	D210189991
TX0422618-001	TAMMY JONES	CHESAPEAKE EXPLORATION LLC	6/27/2011	D211202083
TX0422618-002	LARRY SANDERS	CHESAPEAKE EXPLORATION LLC	6/27/2011	D211220848
42-009986-001	T.C. & GLORIA DEAN MEANS	CHESAPEAKE EXPLORATION LLC	6/27/2011	D211247237
TX0140583-000	JAY KIM	DALE PROPERTY SERVICES, LLC	9/3/2009	D209250803
TX0148438-000	JULIA VILLA	CHESAPEAKE EXPLORATION LLC	9/20/2010	D210262896
TX0140582-000	JAY KIM	DALE PROPERTY SERVICES, LLC	9/3/2009	D209250802
TX0140581-000	JAY KIM	DALE PROPERTY SERVICES, LLC	9/3/2009	D209250801
TX0137609-000	BOB BOWLAND	DALE PROPERTY SERVICES, LLC	3/5/2009	D209065363
TX0138399-000	ORLIS L & MARGIE T SHIFLET	DALE PROPERTY SERVICES, LLC	4/13/2009	D209105022
TX0144462-000	ADVANCED CAPITAL RESOURCES INC	DALE PROPERTY SERVICES, LLC	4/27/2010	D210105868
TX0140471-000	UNITED STATES POSTAL SERVICE	DALE PROPERTY SERVICES, LLC	9/15/2009	D209250863
TX0150403-000	JIMMY & HYE WOOK PARK	CHESAPEAKE EXPLORATION LLC	1/18/2011	D211023586
GLENCREST	JAMES BARNES ASSIGNED TO MCCOWAN-JOHNSON MANSION INC.	GLENCREST RESOURCES	6/17/2008	D209045148
42-047971-000	ISAURO MAGANA AND WIFE, JOSIE MAGANA	CHESAPEAKE EXPLORATION LLC	1/31/2012	D212036666
TX0139254-000	DECEMBER TRUST	DALE PROPERTY SERVICES, LLC	6/5/2009	D209160699
42-049765-000	JOSE TORRES AND MARIA TORRES	CHESAPEAKE EXPLORATION LLC	3/14/2012	D212080228
TX0150429-000	THEOPHLOUS A. SIMS	CHESAPEAKE EXPLORATION LLC	1/25/2011	D211024640
GLENCREST	DANIEL MUNOZ	GLENCREST RESOURCES	5/23/2008	D208259779

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
42-049791-000	BESSIE ELNORA HARVEY	CHESAPEAKE EXPLORATION LLC	2/9/2012	D212069850
TX0137899-000	ELIAS HUERTA & ESTHER DE JESUS	DALE PROPERTY SERVICES, LLC	3/5/2009	D209068867
TX0096888-000	ARTEMISA MARIA MENDIOLA	DALE PROPERTY SERVICES, LLC	10/18/2007	D207393772
GLENCREST	GUADALUPE L MURILLO	GLENCREST RESOURCES	5/19/2008	D208275860
TX0121211-000	MARK JOHNSON	DALE PROPERTY SERVICES, LLC	5/5/2008	D208184153
TX0102554-000	RICHARD G GARCIA	DALE PROPERTY SERVICES, LLC	11/12/2007	D207443802
42-049755-000	JUAN CRUZ RODRIGUEZ AND WIFE, MARGARITA RODRIGUEZ	CHESAPEAKE EXPLORATION LLC	2/15/2015	D212080171
TX0124221-000	ALEJANDRO & JESSICA MENDOZA	DALE PROPERTY SERVICES, LLC	5/19/2008	D208211878
TX0125322-000	ALFONZO REVELES OROCIO	DALE PROPERTY SERVICES, LLC	4/1/2008	D208186043
GLENCREST	ANGELICA MURRILLO	GLENCREST RESOURCES	5/27/2008	D208275906
TX0148626-000	LAURA FAVELA	CHESAPEAKE EXPLORATION LLC	9/17/2010	D210245141
TX0078538-000	NICHOLAS & FELICITAS TREVINO	DALE PROPERTY SERVICES, LLC	7/10/2007	D207251995
TX0137426-000	EDWARD RAY JONES	DALE PROPERTY SERVICES, LLC	2/25/2009	D209059578
TX0079172-000	NICHOLAS & FELICITAS TREVINO	DALE PROPERTY SERVICES, LLC	7/10/2007	D207251979
TX0130082-000	JESUS & AURELIA HERNANDEZ	DALE PROPERTY SERVICES, LLC	7/14/2008	D208287264
TX0091504-000	JOSE A & OLGA TELLEZ	DALE PROPERTY SERVICES, LLC	9/24/2007	D207355180
TX0076563-000	IDA R DARY	DALE PROPERTY SERVICES, LLC	6/28/2007	D207231442
TX0140661-000	GLORIA IRMA GONZALEZ DELGADO	DALE PROPERTY SERVICES, LLC	9/19/2009	D209255967
TX0147918-000	ISIDRO MARTINEZ III	CHESAPEAKE EXPLORATION LLC	9/15/2010	D210245140
TX0141077-000	MANEL PEREZ	DALE PROPERTY SERVICES, LLC	10/13/2009	D209278019
TX0119137-000	JULIO OCHOA & VERONICA AGUILAR	DALE PROPERTY SERVICES, LLC	5/2/2008	D208175673
TX0138395-000	SHERRY J JACOBS	DALE PROPERTY SERVICES, LLC	4/11/2009	D209105018
TX0076495-000	SAM & ROSE JONES	DALE PROPERTY SERVICES, LLC	6/26/2007	D207231568
TX0137963-000	JUAN & ERIKA RODRIGUEZ	DALE PROPERTY SERVICES, LLC	3/17/2009	D209089717
TX0073905-000	MARY GRESHAM	DALE PROPERTY SERVICES, LLC	5/22/2007	D207198747
42-047972-000	JOSE ALBARRAN AND MARIA ALBARRAN	CHESAPEAKE EXPLORATION LLC	2/1/2012	D212036667
TX0138428-000	ORLIS L & MARGIE E SHIFLET	DALE PROPERTY SERVICES, LLC	4/13/2009	D209104988
42-048740-000	SAUL ZAMARRIPA SOLIS	CHESAPEAKE EXPLORATION LLC	2/28/2015	D212057695
GLENCREST	JOSE OCHOA	GLENCREST RESOURCES	6/21/2008	D208316474
TX0138319-000	ROGELIO & BEATRIZ ORTIZ	DALE PROPERTY SERVICES, LLC	4/9/2009	D209102302
42-049828-001	NORPEG INVESTMENTS, LP	CHESAPEAKE EXPLORATION LLC	3/5/2012	D212080177
TX0149593-000	DANIEL SELMAN	CHESAPEAKE EXPLORATION LLC	12/16/2010	D210313337
TX0081250-000	BARBARA J SHAW	DALE PROPERTY SERVICES, LLC	7/10/2007	D207273912
GLENCREST	RAUL MORENO	GLENCREST RESOURCES	6/14/2008	D208383510
TX0072397-000	JUAN RAUL & HILDA PEREZ	DALE PROPERTY SERVICES, LLC	5/7/2007	D207178902
TX0150758-000	JUAN RAUL PEREZ	CHESAPEAKE EXPLORATION LLC	2/14/2011	D211041006
TX0138396-000	ALFONSO & BARBARA ROSAS	DALE PROPERTY SERVICES, LLC	4/11/2009	D209105019
TX0077267-000	ALFONSO AND BARABARA ROSAS	DALE PROPERTY SERVICES, LLC	6/18/2007	D207237356

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
TX0077072-000	ALFONSO & BARBARA ROSAS	DALE PROPERTY SERVICES, LLC	6/18/2007	D207231430
TX0076275-000	ISAC & ROSALIA S TORRES	DALE PROPERTY SERVICES, LLC	6/19/2007	D207225954
TX0076277-000	ISAZ & ROSALIA S TORRES	DALE PROPERTY SERVICES, LLC	6/19/2007	D207225953
TX0137894-000	RA-BRY PROPERTIES LTD	DALE PROPERTY SERVICES, LLC	3/5/2009	D209068866
GLENCREST	MANUEL MURILLO	GLENCREST RESOURCES	5/19/2008	D208275875
GLENCREST	MANUEL MURILLO	GLENCREST RESOURCES	5/19/2008	D208275874
42-007100-000	APPROVED PROPERTIES, LLC	CHESAPEAKE EXPLORATION LLC	9/20/2011	D211247239
GLENCREST	JOSE E OROSCO	GLENCREST RESOURCES	5/17/2008	D208238420
TX0094826-000	INOCENTE AND OFELIA INOCENTE	DALE PROPERTY SERVICES, LLC	10/9/2007	D207376416
TX0094751-000	INOCENTE & OFELIA DELGADO	DALE PROPERTY SERVICES, LLC	10/9/2007	D207376417
TX0076294-000	JOSE RODRIGUEZ & MARIA HUERTA-JIMENEZ	DALE PROPERTY SERVICES, LLC	6/19/2007	D207227733
TX0091210-000	FRANCISCO SANCHEZ & PREDAD CON	DALE PROPERTY SERVICES, LLC	9/18/2007	D207349717
TX0076292-000	EULALIO & MARIA M LUCIO	DALE PROPERTY SERVICES, LLC	6/26/2007	D207227732
TX0077597-000	TERRY & CATHY BELCHER	DALE PROPERTY SERVICES, LLC	7/6/2007	D207240025
TX0130292-000	JESUS & ROSA MUNOZ	DALE PROPERTY SERVICES, LLC	7/17/2008	D208291543
TX0137406-000	CAPITAL PLUS I, LTD	DALE PROPERTY SERVICES, LLC	3/2/2009	D209059410
TX0049045-000	EVANGELINA VILLAGOMEZ	PALOMA BARNETT, LLC	11/13/2007	D208109213
TX0072941-000	CAPITAL PLUS I, LTD	DALE PROPERTY SERVICES, LLC	5/16/2007	D207188614
TX0105051-000	EUTQUIO LEYVA & EULALIA BARRERA ROMERO	DALE PROPERTY SERVICES, LLC	12/12/2007	D208005057
GLENCREST	ROBERTO FERNANDEZ	GLENCREST RESOURCES	6/18/2008	D208326480
GLENCREST	ANTONIO RODRIGUEZ	GLENCREST RESOURCES	6/14/2008	D208303280
TX0099583-000	REGINA GAIL DUNHAM REVOCABLE TRUST	DALE PROPERTY SERVICES, LLC	11/8/2007	D207415922
TX0104921-000	CHRISTY LEE ALLSBROOKS	DALE PROPERTY SERVICES, LLC	10/15/2007	D208005660
TX0138534-000	RAQUEL GUADIAN	DALE PROPERTY SERVICES, LLC	4/18/2009	D209111300
TX0076096-000	BENNIE EARL & TERESA ROY	DALE PROPERTY SERVICES, LLC	6/17/2007	D207225988
TX0138149-000	JOSEFA B OBREGON	DALE PROPERTY SERVICES, LLC	3/20/2009	D209094506
TX0150068-000	PAULA GUEVARA	CHESAPEAKE EXPLORATION LLC	1/13/2011	D211013378
TX0048643-000	MARIA S NUNEZ	PALOMA BARNETT, LLC	1/14/2008	D208092084
42-047977-000	MOISES DIAZ AND MICAELA DIAZ A?K? MI	CHESAPEAKE EXPLORATION LLC	2/6/2012	D212036677
TX0075471-000	FELICITAS & REYNALDO JR ALONZO	DALE PROPERTY SERVICES, LLC	6/12/2007	D207217318
TX0150532-000	OSCAR ROSALES & SARVIA MORALES	CHESAPEAKE EXPLORATION LLC	1/31/2011	D211034156
TX0149596-000	EUNICE TASBY	CHESAPEAKE EXPLORATION LLC	12/16/2010	D210313339
TX0148057-000	ELIZABETH ANN & WRAY W REED	CHESAPEAKE EXPLORATION LLC	9/27/2010	D210249159
TX0148801-000	JEANA MABRY	CHESAPEAKE EXPLORATION LLC	10/26/2010	D210278187
TX0077161-000	FRANKLIN D. & GLADYS COTTONGAME	DALE PROPERTY SERVICES, LLC	6/19/2007	D207237347
TX0076356-000	LIAM T & LARA L IWIG-O"BYRNE	DALE PROPERTY SERVICES, LLC	6/19/2007	D207225956
TX0094728-000	LEONEL AND MARGARITA RUIZ	DALE PROPERTY SERVICES, LLC	10/1/2007	D207376433
TX0077596-000	ALBERT P OCONNER	DALE PROPERTY SERVICES, LLC	6/18/2007	D207227614

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
TX0425305-000	DAVID MYERS & RHONDA MASSEY	CHESAPEAKE EXPLORATION LLC	3/30/2011	D211098983
TX0425306-000	DAVID MYERS & RHONDA MASSEY	CHESAPEAKE EXPLORATION LLC	3/30/2011	D211098980
TX0076278-000	DANIEL SMITH & MESHELL YOUNG	DALE PROPERTY SERVICES, LLC	6/20/2007	D207225955
TX0092720-000	GLADYS J. LILLY	DALE PROPERTY SERVICES, LLC	9/6/2007	D207361648
TX0102175-000	YOLANDA HERNANDEZ	DALE PROPERTY SERVICES, LLC	10/2/2007	D207437079
TX0138414-000	JORGE L CAJCHUN & MARIA A LERM	DALE PROPERTY SERVICES, LLC	4/14/2009	D209105012
GLENCREST	ARTURO GUERRERO	GLENCREST RESOURCES	6/14/2008	D208303254
GLENCREST	CLARENCE BIBBS	GLENCREST RESOURCES	6/19/2008	D208326655
42-007482-000	THE L L ATKINS FAMILY LIMITED PARTNERSH	CHESAPEAKE EXPLORATION LLC	9/28/2011	D211248940
TX0093553-000	NICOLAS PEREZ AND VERONICA GARCIA	DALE PROPERTY SERVICES, LLC	10/2/2007	D207369405
GLENCREST	HERMENEJILDO CASTRO	GLENCREST RESOURCES	5/31/2008	D208259762
TX0091735-000	RAUL & JUANA M PEREZ	DALE PROPERTY SERVICES, LLC	9/19/2007	D207356467
TX0094049-000	ANTHONY AND SIRIA GARCIA	DALE PROPERTY SERVICES, LLC	9/18/2007	D207372970
42-047976-000	MOISES DIAZ AND MICAELA DIAZ	CHESAPEAKE EXPLORATION LLC	2/6/2012	D212036678
TX0137795-000	JOAQUIN RIOS	DALE PROPERTY SERVICES, LLC	3/4/2009	D209068737
42-009350-000	RAUL PEREZ	CHESAPEAKE EXPLORATION LLC	10/17/2011	D211262408
TX0097642-000	GABRIEL AND ROSA PAREDES	DALE PROPERTY SERVICES, LLC	10/17/2007	D207394254
TX0102171-000	CECILIO RODRIGUEZ	DALE PROPERTY SERVICES, LLC	11/28/2007	D207435629
TX0132746-000	GABRIEL GARCIA	DALE PROPERTY SERVICES, LLC	8/18/2008	D208333378
TX0101860-000	RONALD & LINDA FLOYD	DALE PROPERTY SERVICES, LLC	10/31/2007	D207435619
TX0150535-000	MARIA D & MATIAS GUEVARA	CHESAPEAKE EXPLORATION LLC	1/27/2011	D211034157
TX0137893-000	BOBBY JOE DURHAM	DALE PROPERTY SERVICES, LLC	3/5/2009	D209068865
TX0086198-000	JANET MCKNIGHT	DALE PROPERTY SERVICES, LLC	8/21/2007	D207307191
TX0104966-000	KEVIN & CAROL LADKINS	DALE PROPERTY SERVICES, LLC	11/30/2007	D208006903
TX0076561-000	JOSE & VERONICA OCHOA	DALE PROPERTY SERVICES, LLC	6/13/2007	D207231443
TX0079592-000	FAYE HENDERSON & FLORNORAL YOUNG	DALE PROPERTY SERVICES, LLC	7/20/2007	D207258928
TX0116617-000	MARTIN & TERESA CHAVEZ	DALE PROPERTY SERVICES, LLC	4/11/2008	D208141672
TX0076967-000	JUAN ANTONIO & LUZ MARIA SEGOVIA	DALE PROPERTY SERVICES, LLC	6/19/2007	D207235136
TX0094064-000	LINDA AND FRANKLIN HARGROVE	DALE PROPERTY SERVICES, LLC	10/1/2007	D207372972
TX0137985-000	LUCIAN MARQUEZ & MARK ANTHONY MARQUEZ	DALE PROPERTY SERVICES, LLC	3/11/2009	D209089724
TX0043425-000	BARBARA A SLOAN FAMILY TRUST	PALOMA BARNETT, LLC	12/18/2007	D208012284
TX0429257-000	MARTIN & ALICE SCAMMEL	CHESAPEAKE EXPLORATION LLC	3/18/2011	D211108608
TX0138391-000	LUCILLE BUSH	DALE PROPERTY SERVICES, LLC	4/8/2009	D209105104
TX0127137-000	RAMIRO & MARICELA DIAZ	DALE PROPERTY SERVICES, LLC	4/7/2008	D208236917
TX0077057-000	KHALED KHADER	DALE PROPERTY SERVICES, LLC	6/27/2007	D207237345
GLENCREST	ANITA M HUGHES	GLENCREST RESOURCES	6/27/2008	D208305797
TX0077138-000	THELMA M WARREN	DALE PROPERTY SERVICES, LLC	7/2/2007	D207237952
TX0138415-000	CLIFFORD F GULLION	DALE PROPERTY SERVICES, LLC	4/15/2009	D209105013

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
TX0137566-000	BOBBY CECIL AYTES & ERIC LAMAY	DALE PROPERTY SERVICES, LLC	3/3/2009	D209059450
TX0102156-000	TLP PROPERTIES LLC	DALE PROPERTY SERVICES, LLC	10/29/2007	D207405397
GLENCREST	CARLOS GONZALEZ	GLENCREST RESOURCES	6/7/2008	D208259742
TX0116822-000	GUADALUPE M & OSCAR TELLEZ	DALE PROPERTY SERVICES, LLC	4/9/2008	D208141566
TX0091627-000	JOSE & BERTHA MORCILLO	DALE PROPERTY SERVICES, LLC	9/20/2007	D207355112
TX0150525-000	MARIA O & MATIAS V GUEVARA	CHESAPEAKE EXPLORATION LLC	1/27/2011	D211034151
TX0074095-000	DEBRA GAMBLE	DALE PROPERTY SERVICES, LLC	5/31/2007	D207197185
42-047967-000	JESUS SANCHEZ	CHESAPEAKE EXPLORATION LLC	2/6/2012	D212036656
TX0131199-000	JOSE LUIS & MARTHA OROPEZA	DALE PROPERTY SERVICES, LLC	7/21/2008	D208307765
TX0149271-000	ALEJANDRO VIEYRA	CHESAPEAKE EXPLORATION LLC	11/19/2010	D210296915
GLENCREST	MELISSA LOPEZ	GLENCREST RESOURCES	6/17/2008	D208326488
TX0150236-000	ANA VASQUEZ	CHESAPEAKE EXPLORATION LLC	10/27/2010	D211019345
TX0137961-000	JAMES L SHEPPARD	DALE PROPERTY SERVICES, LLC	3/16/2009	D209089716
TX0131597-000	MIGUEL & ANA MARIA RUIZ SR.	DALE PROPERTY SERVICES, LLC	7/30/2008	D208316214
TX0086267-000	MARTA & ANDRES CADENA	DALE PROPERTY SERVICES, LLC	8/2/2007	D207307228
42-009352-000	JOSE LUIS LERMA	CHESAPEAKE EXPLORATION LLC	10/20/2011	D211257724
42-007994-000	RAYMOND IRA CLARK	CHESAPEAKE EXPLORATION LLC	9/29/2011	D211247234
GLENCREST	JOE B WILLIAMS	GLENCREST RESOURCES	6/28/2008	D208303229
TX0094096-000	JOSE AND ISABEL MORENO	DALE PROPERTY SERVICES, LLC	10/5/2007	D207372944
TX0115504-000	MIQUELA TREVINO	DALE PROPERTY SERVICES, LLC	2/28/2008	D208128876
TX0141184-000	JESUS PADILLA, DBA JOURNEY REALTY	DALE PROPERTY SERVICES, LLC	10/16/2009	D209283193
TX0105788-000	DANA RAY MEEKS	DALE PROPERTY SERVICES, LLC	12/18/2007	D208013078
GLENCREST	DEBORAH GROSS	GLENCREST RESOURCES	6/14/2008	D208282444
42-047984-000	MOISES DIAZ AND MICAELA DIAZ A/K/A MI	CHESAPEAKE EXPLORATION LLC	2/6/2012	D212036675
GLENCREST	SAN CASTILLO	GLENCREST RESOURCES	5/24/2008	D208211264
TX0077310-000	ISAIAS T & PATRICIA L FUENTES	DALE PROPERTY SERVICES, LLC	7/5/2007	D207240012
TX0101669-000	RUSSEL ROBERSON	DALE PROPERTY SERVICES, LLC	10/5/2007	D207435673
TX0129332-000	ARTURO CAVAZOS & LARINE MOJICA	DALE PROPERTY SERVICES, LLC	7/2/2008	D208283129
42-043056-000	JULIO ALBERTO SANDOVAL	CHESAPEAKE EXPLORATION LLC	11/19/2011	D211282168
TX0137608-000	AMBER COFFEE	DALE PROPERTY SERVICES, LLC	3/5/2009	D209065362
TX0139845-000	MARK AND JANICE ANTHONY	DALE PROPERTY SERVICES, LLC	7/20/2009	D209200153
TX0137088-000	MARY E GOODWIN	DALE PROPERTY SERVICES, LLC	2/12/2009	D209042163
TX0150235-000	GUADALUPE MORA CRUZ	CHESAPEAKE EXPLORATION LLC	1/14/2011	D211019344
42-047982-000	MOISES DIAZ AND MICAELA DIAZ A?K? MI	CHESAPEAKE EXPLORATION LLC	2/6/2012	D212036674
TX0077138-000	THELMA M WARREN	DALE PROPERTY SERVICES, LLC	7/2/2007	D207237952
TX0141554-000	EDUWIGES R & MARIA ROJAS	DALE PROPERTY SERVICES, LLC	11/12/2009	D209304338
TX0125446-000	JOSE & BEATRIZ MURILLO	DALE PROPERTY SERVICES, LLC	03/29/2008	D208234411
TX0076098-000	SAVANT & MIEKO CHAUHAN	DALE PROPERTY SERVICES, LLC	6/19/2007	D207225987
TX0105872-000	RENE & TABITHA K RUBIO	DALE PROPERTY SERVICES, LLC	1/7/2008	D208013068

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
TX0137408-000	CAPITAL PLUS I, LTD	DALE PROPERTY SERVICES, LLC	3/2/2009	D209059412
TX0123846-000	JERRY BIRDWELL	DALE PROPERTY SERVICES, LLC	5/29/2008	D208212767
42-007993-000	RAFAEL F SANCHEZ AND WIFE, SYLVIA CARDENAS, NOW KNOWN AS SYLVIA SANCHEZ	CHESAPEAKE EXPLORATION LLC	9/30/2011	D211247233
TX0094101-000	JOSE AND ISABEL MORENO	DALE PROPERTY SERVICES, LLC	10/5/2007	D207372943
TX0425526-000	SOUTHEAST INVESTMENT	CHESAPEAKE EXPLORATION LLC	4/14/2011	D211108607
TX0104527-000	GABRIEL B & AMELIA TORRES HERNANDEZ	DALE PROPERTY SERVICES, LLC	12/6/2007	D207454636
TX0092722-000	GLADYS J. LILLY	DALE PROPERTY SERVICES, LLC	9/6/2007	D207361646
TX0422636-000	GERARDO RUIZ	CHESAPEAKE EXPLORATION LLC	6/2/2011	D211161375
TX0139617-000	SARAH MCWHIRTER	DALE PROPERTY SERVICES, LLC	7/2/2009	D209188326
GLENCREST	EFRAN P CARRANZA	GLENCREST RESOURCES	6/14/2008	D208303285
TX0139363-000	CHARLES T & EFFIE STELL	DALE PROPERTY SERVICES, LLC	6/18/2009	D209164377
TX0137561-000	RAYMUNDO ARRELLANO	DALE PROPERTY SERVICES, LLC	3/3/2009	D209063911
TX0090870-000	GREEN GRASS GROUP INC	DALE PROPERTY SERVICES, LLC	9/5/2007	D207353401
TX0127161-000	GELACILO NIETO	DALE PROPERTY SERVICES, LLC	5/12/2008	D208239179
GLENCREST	CHRISTOPHER P. FENNELL	GLENCREST RESOURCES	6/20/2008	D208326607
TX0137917-000	DAVID L LYLE	DALE PROPERTY SERVICES, LLC	3/4/2009	D209068878
TX0137086-000	JOSE ROSARIO & SILVIA ESPINOZA	DALE PROPERTY SERVICES, LLC	2/10/2009	D209042162
TX0077588-000	YVONNE GOWINS	DALE PROPERTY SERVICES, LLC	6/19/2007	D207238574
TX0105046-000	MARIA TOVAR JUAREZ	DALE PROPERTY SERVICES, LLC	12/27/2007	D208005054
TX0137675-000	MARY LOGUE WILLIAMS	DALE PROPERTY SERVICES, LLC	3/4/2009	D209065402
42-043049-000	MARCELO & IRENE YANEZ AVELAR	CHESAPEAKE EXPLORATION LLC	10/29/2011	D211286588
GLENCREST	DANIEL VASQUEZ	GLENCREST RESOURCES	5/31/2008	D208215224
TX0141105-000	ISAIAS A GARCIA	DALE PROPERTY SERVICES, LLC	10/15/2009	D209277925
42-049752-000	SANTIAGO AND RAQUEL GUAJARDO	CHESAPEAKE EXPLORATION LLC	2/29/2012	D212069847
GLENCREST	RUBEN MURILLO	GLENCREST RESOURCES	5/19/2008	D208275873
GLENCREST	MAGDALENO MURILLO	GLENCREST RESOURCES	5/19/2008	D208200768
GLENCREST	EDUARDO MURILLO	GLENCREST RESOURCES	5/23/2008	D208259781
42-042676-000	DAVID WAYNE STEPHENS	CHESAPEAKE EXPLORATION LLC	11/6/2011	D211280985
42-042685-000	ANDREW THOMAS	CHESAPEAKE EXPLORATION LLC	11/9/2011	D211280983
GLENCREST	DORA C SMITH	GLENCREST RESOURCES	6/20/2008	D208326611
TX0104482-000	GABRIEL B & AMELIA TORRES HERNANDEZ	DALE PROPERTY SERVICES, LLC	12/6/2007	D207454632
TX0110950-000	JOSE & MARGARITA FERNANDEZ	DALE PROPERTY SERVICES, LLC	2/11/2008	D208073856
42-009620-000	RICHARD N LEVERETT	CHESAPEAKE EXPLORATION LLC	9/30/2011	D211262412
TX0104435-000	EDUARDO MURILLO	DALE PROPERTY SERVICES, LLC	12/6/2007	D207455135
TX0139907-000	META A TRIETSCH	DALE PROPERTY SERVICES, LLC	7/20/2009	D209202542
TX0091381-000	EVA CARTER	DALE PROPERTY SERVICES, LLC	9/12/2007	D207344001
TX0101865-000	MARCELINO & SUSANA BATEN	DALE PROPERTY SERVICES, LLC	11/26/2007	D207435628

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
GLENCREST	ELEAZAR SOTO	GLENCREST RESOURCES	8/26/2008	D208383501
TX0073971-000	DOUGLAS PRICE & QUEEN DOUGLAS	DALE PROPERTY SERVICES, LLC	5/24/2007	D207188442
TX0138916-000	MARIA ELENA MENJIVAR	DALE PROPERTY SERVICES, LLC	5/14/2009	D209138838
TX0132876-000	MARGARITA FERNANDEZ	DALE PROPERTY SERVICES, LLC	8/22/2008	D208337949
TX0422589-000	SELINA SANDOVAL	CHESAPEAKE EXPLORATION LLC	7/7/2011	D211189814
42-007481-000	THE L L ATKINS FAMILY LIMITED PARTNERSH	CHESAPEAKE EXPLORATION LLC	9/28/2011	D211248939
TX0122686-000	ELIZABETH LERMA	DALE PROPERTY SERVICES, LLC	5/16/2008	D208200560
TX0100565-000	JORGE SOLIS & MARIA CONTRERAS	DALE PROPERTY SERVICES, LLC	11/9/2007	D207422820
TX0100540-000	SERGIO & MARY MUNOZ	DALE PROPERTY SERVICES, LLC	11/8/2007	D207422780
TX0138329-000	JUANITA PHILLIPS	DALE PROPERTY SERVICES, LLC	4/1/2009	D209102312
42-042683-000	JUAN & ELVA SALAS	CHESAPEAKE EXPLORATION LLC	10/26/2011	D211280984
TX0137267-000	NOE & NOEMI BUSTOS	DALE PROPERTY SERVICES, LLC	2/23/2009	D209056478
TX0043425-000	BARBARA A SLOAN FAMILY TRUST	PALOMA BARNETT, LLC	12/18/2007	D208012284
TX0139834-000	JUAN A CERVERA	DALE PROPERTY SERVICES, LLC	7/18/2009	D209200142
TX0137428-000	LINDA CLARK SLAYTON	DALE PROPERTY SERVICES, LLC	2/25/2009	D209059580
GLENCREST	SAUL BALCAZAR	GLENCREST RESOURCES	6/21/2008	D208303271
TX0101581-000	KENNETH W & SEFERING ORTEGA WALTON	DALE PROPERTY SERVICES, LLC	9/21/2007	D207433421
GLENCREST	JUAN HERNANDEZ	GLENCREST RESOURCES	6/14/2008	D208250080
TX0093067-000	JORGE & MARISELA CAMACHO	DALE PROPERTY SERVICES, LLC	10/1/2007	D207364793
TX0082528-000	CLESTON E STELL	DALE PROPERTY SERVICES, LLC	6/18/2007	D207284466
GLENCREST	ISIDVO R LARA	GLENCREST RESOURCES	5/31/2008	D208292173
TX0422433-000	GLENDA BULLARD	CHESAPEAKE EXPLORATION LLC	6/27/2011	D211168741
TX0138533-000	BRENDA J GIDDINGS	DALE PROPERTY SERVICES, LLC	4/18/2009	D209111299
TX0137430-000	STANLEY DEAN TAYLOR	DALE PROPERTY SERVICES, LLC	2/26/2009	D209059582
TX0079568-000	REFUGIO & MARTHA DOMINGUEZ	DALE PROPERTY SERVICES, LLC	7/14/2007	D207258930
TX0102991-000	JOSE G & LUZ MAURA DOMINGUEZ	DALE PROPERTY SERVICES, LLC	12/12/2007	D207454604
TX0099590-000	JOSE ISABEL & ROSALIA DOMINGUEZ	DALE PROPERTY SERVICES, LLC	10/23/2007	D207416314
TX0137107-000	JULIE JOLENE CONLEY	DALE PROPERTY SERVICES, LLC	2/14/2009	D209044421
GLENCREST	J GUADALUPE MURILLO	GLENCREST RESOURCES	5/24/2008	D208292112
GLENCREST	BOBBIE J HUGHES	GLENCREST RESOURCES	12/1/2007	D207124089 & D208282439
42-042661-003	LINDA CAROL CLARK SLAVTON	CHESAPEAKE EXPLORATION LLC	11/11/2011	D211286587
42-042661-001	PEGGY ANN CLARK CLECKLER	CHESAPEAKE EXPLORATION LLC	11/11/2011	D211280987
42-042661-002	SHARON KAY CLARK MENCHACA	CHESAPEAKE EXPLORATION LLC	11/11/2011	D211280986
TX0140348-000	MARILYN KAY TURNER	DALE PROPERTY SERVICES, LLC	8/26/2009	D209237148
TX0138687-000	RUBY HARRIS	DALE PROPERTY SERVICES, LLC	5/5/2009	D209125299
TX0125353-000	CECILIO & GRISELDA MORA	DALE PROPERTY SERVICES, LLC	04/01/2008	D208182662
TX0091615-000	DIEDERE LOTT	DALE PROPERTY SERVICES, LLC	9/11/2007	D207355114
TX0108466-000	MARTIN SANTOS & SYLVIA PEREZ	DALE PROPERTY SERVICES, LLC	12/20/2007	D208040823

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
TX0076373-000	DANIEL & SANDRA BUSTOS	DALE PROPERTY SERVICES, LLC	6/20/2007	D207225957
TX0149275-000	MIGUEL A IZAGUIRRE	CHESAPEAKE EXPLORATION LLC	11/23/2010	D210296920
TX0089869-000	WALTER & RACHELE WILLIAMS	DALE PROPERTY SERVICES, LLC	9/5/2007	D207338683
TX0077308-000	JOSE ESCARENO & BRENDA MONTELONGO	DALE PROPERTY SERVICES, LLC	6/28/2007	D207240011
TX0100981-000	ELIZABETH ESPINOZA REYNA	DALE PROPERTY SERVICES, LLC	10/23/2007	D207423682
TX0076106-000	SAVANT CHAUHAN	DALE PROPERTY SERVICES, LLC	6/19/2007	D207225986
42-047955-000	ANN WEURIG	CHESAPEAKE EXPLORATION LLC	2/1/2012	D212036664
GLENCREST	GERARDO MARTINEZ	GLENCREST RESOURCES	5/24/2008	D208292128
GLENCREST	RAFAEL CEJAS	GLENCREST RESOURCES	12/1/2007	D208303289
TX0138334-000	OFELIA MARTINEZ	DALE PROPERTY SERVICES, LLC	4/2/2009	D209111163
GLENCREST	WALLACE SMITH	GLENCREST RESOURCES	6/21/2008	D208303267
TX0079635-000	L C TIMMS	DALE PROPERTY SERVICES, LLC	6/21/2007	D207263332
GLENCREST	NGOAN T HAIDLE	GLENCREST RESOURCES	7/3/2008	D208295481
TX0108869-000	JOSE M & MARIA DEL PILAR VERTIZ	DALE PROPERTY SERVICES, LLC	1/30/2008	D208045825
TX0118673-000	THOMAS & CAROLYN MURRAY	DALE PROPERTY SERVICES, LLC	4/3/2008	D208169464
TX0422432-000	GLENDA BULLARD	CHESAPEAKE EXPLORATION LLC	6/27/2011	D211168742
GLENCREST	PILAR MACIAS	GLENCREST RESOURCES	6/7/2008	D208235003
TX0079571-000	ARMANDO & GABRIELA OLIVO	DALE PROPERTY SERVICES, LLC	7/10/2007	D207251975
TX0137991-000	SERAFIN SANDOVAL	DALE PROPERTY SERVICES, LLC	3/23/2009	D209089728
TX0101634-000	JAIME & JUANA ALANIS	DALE PROPERTY SERVICES, LLC	11/10/2007	D207435620
TX0126923-000	THOMAS D & BETTY JEAN CARVER JR	DALE PROPERTY SERVICES, LLC	5/14/2008	D208247925
GLENCREST	BEVERLY A HORTON	GLENCREST RESOURCES	5/10/2008	D208179492
TX0145463-000	JB-YOUNG LLC	DALE PROPERTY SERVICES, LLC	5/20/2010	D210143848
GLENCREST	RAUL ESPINOZA	GLENCREST RESOURCES	5/24/2008	D208292113
TX0076398-000	FIDEL VILLAGOMEZ	DALE PROPERTY SERVICES, LLC	6/18/2007	D207227620
TX0136663-000	WILLIE & DEBORAH GABRIEL	DALE PROPERTY SERVICES, LLC	1/14/2009	D209016934
42-047981-000	MOISES DIAZ AND MICAELA DIAZ A?K? MI	CHESAPEAKE EXPLORATION LLC	2/6/2012	D212036676
TX0080826-000	JESUS J LOPEZ & MONICA VALENCIA	DALE PROPERTY SERVICES, LLC	7/10/2007	D207273714
42-007477-000	THE S.R. DAVIDSON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION LLC	9/28/2011	D211248934
TX0138299-000	JESUS MANUEL & ANA MARIA H SANCHEZ	DALE PROPERTY SERVICES, LLC	3/28/2009	D209098938
TX0139526-000	REZA M ALAVI	DALE PROPERTY SERVICES, LLC	6/26/2009	D209175546
TX0138327-000	DANA MARIE CAVDEK	DALE PROPERTY SERVICES, LLC	3/14/2009	D209102309
42-009357-000	BEREMUNDO ROSALEZ-PEREZ	CHESAPEAKE EXPLORATION LLC	10/18/2011	D211257725
42-009278-000	CORDELL DAVIS	CHESAPEAKE EXPLORATION LLC	10/5/2011	D211248941
TX0129517-000	MICHAEL PHILLIPS	DALE PROPERTY SERVICES, LLC	6/16/2008	D208282914
TX0147561-000	JSUAL ROJAS-GONZALES ET AL	CHESAPEAKE EXPLORATION LLC	8/26/2010	D210228333
TX0104992-000	LEONARDO & MACARIA IZAQUIRRE	DALE PROPERTY SERVICES, LLC	11/20/2007	D207433430
TX0092719-000	GLADYS J. LILLY	DALE PROPERTY SERVICES, LLC	9/6/2007	D207361649

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
TX0093586-000	SALOME VALDEZ	DALE PROPERTY SERVICES, LLC	9/24/2007	D207369400
42-007480-000	THE S R DAVIDSON FAMILY LIMITED PARTNER	CHESAPEAKE EXPLORATION LLC	9/28/2011	D211248933
TX0098076-000	PERLA SANCHEZ & EDMUNDO REMIREZ	DALE PROPERTY SERVICES, LLC	10/15/2007	D207401582
TX0106958-000	STEPHANIE ST JOHN	DALE PROPERTY SERVICES, LLC	1/18/2008	D208024155
GLENCREST	BELINDA C PORTER	GLENCREST RESOURCES	7/29/2008	D208326518
GLENCREST	O C DAVIS	GLENCREST RESOURCES	5/10/2008	D208179493
GLENCREST	MANUEL HERNANDEZ	GLENCREST RESOURCES	6/11/2008	D209045142
TX0129256-000	CLIFTON & LUDDIE MCKNIGHT	DALE PROPERTY SERVICES, LLC	6/26/2008	D208282930
TX0147518-000	JIMMY J, JR & BRENDA J DAVIS	CHESAPEAKE EXPLORATION LLC	8/30/2010	D210223876
TX0049048-000	JAVIER VILLAGOMEZ	PALOMA BARNETT, LLC	11/13/2007	D208109455
42-049764-000	RUEBN FLORES AND NORMA FLORES	CHESAPEAKE EXPLORATION LLC	3/15/2012	D212080169
TX0048699-000	JUAN AGUILERA	PALOMA BARNETT, LLC	1/14/2008	D208093015
TX0420606-000	DERRICK GENE COLEMAN	CHESAPEAKE EXPLORATION LLC	3/8/2011	D211086317
42-048811-000	ALEJANDRO VIEYRA	CHESAPEAKE EXPLORATION LLC	2/14/2012	D212057700
GLENCREST	WANDA HARDY	GLENCREST RESOURCES	5/10/2008	D208179491
TX0147057-000	GUADALUPE MONTES	DALE PROPERTY SERVICES, LLC	8/12/2010	D210202587
42-049751-000	ARISTEO GONZALEZ AND JESSICA GONZALEZ	CHESAPEAKE EXPLORATION LLC	3/5/2012	D212069846
TX0138429-000	ROGELIO & OFELIA B MARTINEZ	DALE PROPERTY SERVICES, LLC	4/16/2009	D209104989
TX0098084-000	MARIO & ESPERANZA CORPUS	DALE PROPERTY SERVICES, LLC	10/23/2007	D207401575
TX0127728-000	AGUSTIN & ELEASAR ALCANTAR	DALE PROPERTY SERVICES, LLC	04/26/2008	D208257835
TX0125416-000	FLOYD & PATRICIA MURILLO	DALE PROPERTY SERVICES, LLC	03/29/2008	D208234398
TX0125393-000	CARLOS & CELIA MURILLO	DALE PROPERTY SERVICES, LLC	05/15/2008	D208231845
TX0125327-000	CARLOS & CELIA MURILLO	DALE PROPERTY SERVICES, LLC	04/08/2008	D208177859
TX0097648-000	ALICIA LABRA	DALE PROPERTY SERVICES, LLC	10/18/2007	D207395492
GLENCREST	GILBERT MARTINEZ	GLENCREST RESOURCES	5/12/2008	D208179486
TX0149037-000	LAVETTA J BIRDWELL	CHESAPEAKE EXPLORATION LLC	10/26/2010	D210285674
GLENCREST	ISAIAS CENICEROS	GLENCREST RESOURCES	6/21/2008	D208316482
TX0149815-000	MIGUEL RUIZ	CHESAPEAKE EXPLORATION LLC	12/21/2010	D211001394
TX0137698-000	JUPITER FOOD MART LLC	DALE PROPERTY SERVICES, LLC	3/6/2009	D209065409
TX0138335-000	EDDIE & BRENDA SANDERS ETAL	DALE PROPERTY SERVICES, LLC	4/3/2009	D209102316
TX0077997-000	PAULINE ALLISON BRADSHAW	DALE PROPERTY SERVICES, LLC	6/20/2007	D207245699
TX0148799-000	SHIRLEY A DANIEL	CHESAPEAKE EXPLORATION LLC	10/25/2010	D210278185
TX0126008-000	LUIS & MARIA RODRIGUEZ	DALE PROPERTY SERVICES, LLC	6/9/2008	D208243389
42-047973-000	JULIA PALACIOS	CHESAPEAKE EXPLORATION LLC	1/31/2012	D212036668
42-047326-000	PEGGY CHERYL STARNES	CHESAPEAKE EXPLORATION LLC	1/19/2012	D212022889
TX0139315-000	LEBARDO & ROSALINA PALOMO	DALE PROPERTY SERVICES, LLC	6/15/2009	D209163026
TX0138806-000	J FELIX VASQUEZ & CYNTHIA L VA	DALE PROPERTY SERVICES, LLC	5/11/2009	D209129984

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
TX0138807-000	J FELIX VASQUEZ & CYNTHIA L VA	DALE PROPERTY SERVICES, LLC	5/11/2009	D209129985
GLENCREST	ARTEMIO ALVARADO	GLENCREST RESOURCES	6/14/2008	D208303252
TX0104430-000	JUAN RAMON & MARIA HERNANDEZ	DALE PROPERTY SERVICES, LLC	12/11/2007	D207455119
TX0144203-000	RON GORE	DALE PROPERTY SERVICES, LLC	3/24/2010	D210089980
TX0137800-000	ANSTON DEVELOPMENT CORP	DALE PROPERTY SERVICES, LLC	2/24/2009	D209068742
GLENCREST	DOROTHY RUIZ	GLENCREST RESOURCES	5/21/2008	D208263446
GLENCREST	KENNETH RELEFORD	GLENCREST RESOURCES	6/21/2008	D208316485
42-007478-000	THE S R DAVIDSON FAMILY LIMITED PARTNERSHIP	CHESAPEAKE EXPLORATION LLC	9/28/2011	D211248936
TX0105791-000	JOAQUIN VENEGAS RIOS	DALE PROPERTY SERVICES, LLC	1/2/2008	D208013082
TX0130244-000	ERIC JOHNSON	DALE PROPERTY SERVICES, LLC	7/17/2008	D208293577
TX0137799-000	ELIZABETH ESCONTRIAS	DALE PROPERTY SERVICES, LLC	2/26/2009	D209068741
TX0076336-000	MIGUEL ANGEL & JULIA CESAR MIER	DALE PROPERTY SERVICES, LLC	6/19/2007	D207225958
TX0076302-000	TIODULO SERNA & MARTHA DE LA CRUZ	DALE PROPERTY SERVICES, LLC	6/26/2007	D207227737
TX0113583-000	AKASHA INC	DALE PROPERTY SERVICES, LLC	1/28/2008	D208106961
TX0150527-000	MAXINE WEAVER	CHESAPEAKE EXPLORATION LLC	1/28/2011	D211034153
TX0150958-000	S A, JR & WANDA SWANSON	CHESAPEAKE EXPLORATION LLC	2/15/2011	D211039624
TX0093628-000	SILVANO AND ELVIA MEDINA	DALE PROPERTY SERVICES, LLC	9/28/2007	D207369407
TX0076337-000	MIGUEL ANGEL & JULIA CESAR MIER	DALE PROPERTY SERVICES, LLC	6/19/2007	D207225959
TX0422484-000	R B HILL AND ASSOCIATES, LLC	CHESAPEAKE EXPLORATION LLC	6/27/2011	D211183922
TX0134780-000	S. A. JR. & WANDA SWANSON	DALE PROPERTY SERVICES, LLC	3/27/2008	D208390335
TX0134772-000	S A JR. & WANDA SWANSON	DALE PROPERTY SERVICES, LLC	03/27/2008	D208390332
TX0134783-000	S. A. & WANDA LEE SWANSON	DALE PROPERTY SERVICES, LLC	03/27/2008	D208390336
TX0149738-000	S W, JR & WANDA LEE SWANSON	DALE PROPERTY SERVICES, LLC	03/27/2008	D208234395
TX0112627-000	SOCORRO ALVARADO & GUADALUPE	DALE PROPERTY SERVICES, LLC	3/5/2008	D208093656
GLENCREST	MARIA G. HERNANDEZ	GLENCREST RESOURCES	12/1/2007	D208292127
GLENCREST	MANUEL HERNANDEZ	GLENCREST RESOURCES	5/24/2008	D208292126
GLENCREST	MIGUEL HERNANDEZ	GLENCREST RESOURCES	5/24/2008	D208292129
TX0072939-000	CAPITAL PLUS I, LTD	DALE PROPERTY SERVICES, LLC	5/16/2007	D207188616
42-010434-001	BETTIE JEAN WILLIAMS	CHESAPEAKE EXPLORATION LLC	10/27/2011	D211268254
42-010434-002	TANYA MURPHY	CHESAPEAKE EXPLORATION LLC	10/27/2011	D211268255
42-010434-003	JOHNNIE M. STEPTOE	CHESAPEAKE EXPLORATION LLC	10/27/2011	D211268253
42-010434-004	JUDY GILL BLACK	CHESAPEAKE EXPLORATION LLC	10/27/2011	D211301213
TX0109246-000	JOSE & MARGARITA FEERNANDEZ	DALE PROPERTY SERVICES, LLC	2/11/2008	D208051695
GLENCREST	JORGE VEGA	GLENCREST RESOURCES	5/17/2008	D208367381
42-009359-000	WICHITA CONVENIENCE STORE, INC.	CHESAPEAKE EXPLORATION LLC	10/17/2011	D211262413
TX0422299-000	MOHAMMAD HAMAD	CHESAPEAKE EXPLORATION LLC	3/18/2011	D211086327
TX0422298-000	MOHAMMAD HAMAD	CHESAPEAKE EXPLORATION LLC	3/18/2011	D211086324
TX0149143-000	JOEL & PATRICIA BENITEZ	CHESAPEAKE EXPLORATION LLC	11/17/2010	D210290882

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
42-049762-000	ARMANDO HERNANDEZ	CHESAPEAKE EXPLORATION LLC	3/14/2012	D212080167
GLENCREST	CARLOS A SANABRIA	GLENCREST RESOURCES	6/21/2008	D208316467
GLENCREST	ISIDRO MULGADO	GLENCREST RESOURCES	6/7/2008	D208275892
42-049826-000	TRANS-ATLANTIC FINANCIAL, INC	CHESAPEAKE EXPLORATION LLC	3/8/2012	D212080178
TX0125228-000	GWENDOLYN HAMMON	DALE PROPERTY SERVICES, LLC	04/01/2008	D208177844
TX0137407-000	CAPITAL PLUS I, LTD	DALE PROPERTY SERVICES, LLC	3/2/2009	D209059411
42-049759-000	JAMES SKEEN AND WIFE NANCY SKEEN	CHESAPEAKE EXPLORATION LLC	3/9/2012	D212082594
TX0074754-000	PHILLIP BLAKEMAN & ALAN BLAKEMAN	DALE PROPERTY SERVICES, LLC	5/30/2007	D207210670
TX0109220-000	NIR PROPERTIES	DALE PROPERTY SERVICES, LLC	2/1/2008	D208049598
TX0074799-000	RAFAEL & SUSANA F GARCIA	DALE PROPERTY SERVICES, LLC	5/25/2007	D207210628
TX0109262-000	GUADALUPE MONTES	DALE PROPERTY SERVICES, LLC	2/6/2008	D208052245
TX0095408-000	MARY I THOMAS	DALE PROPERTY SERVICES, LLC	9/26/2007	D207381255
42-049761-000	LAVERNE FENNELL	CHESAPEAKE EXPLORATION LLC	2/22/2012	D212069852
42-049760-000	JAMES E BECK	CHESAPEAKE EXPLORATION LLC	2/22/2012	D212069849
TX0146651-000	ARMANDO & LUZ ELENA ACEVEDO	DALE PROPERTY SERVICES, LLC	7/26/2010	D210189990
TX0125337-000	VICENTE & MARIA MULGADO	DALE PROPERTY SERVICES, LLC	04/10/2008	D208182652
42-049758-000	JAMES SKEEN AND WIFE NANCY SKEEN	CHESAPEAKE EXPLORATION LLC	03/12/2012	D212080180
TX0092715-000	GLADYS J. LILLY	DALE PROPERTY SERVICES, LLC	9/6/2007	D207361652
TX0093318-000	TRINA L. LEWIS	DALE PROPERTY SERVICES, LLC	9/24/2007	D207364806
TX0043425-000	HOLLIS G SLOAN FAMILY TRUST	PALOMA BARNETT, LLC	12/18/2007	D208012284
42-050341-000	JUANA HERNANDEZ AND GERARDO HERNANDEZ	CHESAPEAKE EXPLORATION LLC	3/1/2012	D212095010
TX0113082-000	DE SORROW GOLDEN	DALE PROPERTY SERVICES, LLC	3/12/2008	D208101512
TX0094853-000	JESUS MENDOZA	DALE PROPERTY SERVICES, LLC	10/9/2007	D207374886
42-048738-000	SIMMIE J LOWERY AND JEAN E LOWERY	CHESAPEAKE EXPLORATION LLC	2/16/2012	D212057697
42-048739-000	SONH HONG TANG AND HUONG THI TRAN	CHESAPEAKE EXPLORATION LLC	2/27/2012	D212057696
TX0140738-000	ANNIE L ROBINSON	DALE PROPERTY SERVICES, LLC	9/18/2009	D209258121
GLENCREST	PETE SWARINGEN	GLENCREST RESOURCES	5/10/2008	D208182231
TX0104609-000	RAYMOND SR & CHARLOTTE MIMS	DALE PROPERTY SERVICES, LLC	12/6/2007	D207452380
TX0149624-000	ESSIE FONTENOT & S GUILLORY	CHESAPEAKE EXPLORATION LLC	12/7/2010	D210311952
TX0137264-000	ARMANDO & LUZ ELENA ACEVEDO	DALE PROPERTY SERVICES, LLC	2/23/2009	D209056476
GLENCREST	J GUADALUPE MURILLO	GLENCREST RESOURCES	5/30/2008	D208245831
TX0126013-000	PASCUAL & FELICITAS RAMIREZ	DALE PROPERTY SERVICES, LLC	6/9/2008	D208243390
TX0104526-000	WILLIE DON & ALVA M REED	DALE PROPERTY SERVICES, LLC	12/11/2007	D207454633
GLENCREST	MICHELLE FONTENOT	GLENCREST RESOURCES	5/24/2008	D208292115
TX0149138-000	JOSE M STEWART	CHESAPEAKE EXPLORATION LLC	11/16/2010	D210290063
TX0085482-000	EVERANDO & BELEN DIAZ VEGA	DALE PROPERTY SERVICES, LLC	8/20/2007	D207303146
TX0139394-000	MARY E BROWN	DALE PROPERTY SERVICES, LLC	6/22/2009	D209167143
GLENCREST	MARIA JIMENEZ	GLENCREST RESOURCES	6/7/2008	D208234998

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
TX0424392-000	7 C'S INVESTMENTS LLC	CHESAPEAKE EXPLORATION LLC	3/8/2011	D211119276
TX0125013-000	FERNANDO SANDOVAL & AMBAR PEREZ	DALE PROPERTY SERVICES, LLC	5/30/2008	D208226360
TX0137268-000	BERNARDO & MARIA DELIA PINA	DALE PROPERTY SERVICES, LLC	2/23/2009	D209056479
TX0137796-000	JOSE LUIS CUEVAS	DALE PROPERTY SERVICES, LLC	3/4/2009	D209068738
TX0137797-000	CHRISTINA GARCIA	DALE PROPERTY SERVICES, LLC	3/4/2009	D209068739
TX0425034-000	FORT WORTH INDP SCHOOL DIST	CHESAPEAKE EXPLORATION LLC	6/8/2011	D211164796
42-050038-000	JAMES ANTHONY BUTLER	CHESAPEAKE EXPLORATION LLC	4/2/2012	D212088279
42-047963-000	MOISES DIAZ AND MICAELA DIAZ A?K? MI	CHESAPEAKE EXPLORATION LLC	2/6/2012	D212036662
TX0149461-000	LIFE FELLOWSHIP INTERNATIONAL	CHESAPEAKE EXPLORATION LLC	11/11/2010	D210305061
TX0080953-000	BRENDA D MYATT	DALE PROPERTY SERVICES, LLC	7/10/2007	D207273384
TX0094031-000	CONCORD BAPTIST CHURCH	DALE PROPERTY SERVICES, LLC	9/28/2007	D207368145
42-049756-000	JAMES SKEEN AND WIFE NANCY SKEEN	CHESAPEAKE EXPLORATION LLC	3/15/2012	D212080181
42-049757-000	JAMES SKEEN AND WIFE NANCY SKEEN	CHESAPEAKE EXPLORATION LLC	3/15/2012	D212080179
GLENCREST	HECTOR LOPEZ	GLENCREST RESOURCES	6/28/2008	D208383532
TX0095865-000	JOSE LUIS & ADRIANA SAMANO	DALE PROPERTY SERVICES, LLC	10/16/2007	D207386869
GLENCREST	MARTIN LOPEZ	GLENCREST RESOURCES	6/7/2008	D208259725
TX0141186-000	RONALD GUY GRIFFITH	DALE PROPERTY SERVICES, LLC	10/16/2009	D209283195
TX0049052-000	YOLANDA A ZAVALA	PALOMA BARNETT, LLC	1/14/2008	D208109524
TX0123075-000	KELVIN EARL & ALICE M JOHNSON	DALE PROPERTY SERVICES, LLC	4/29/2008	D208203580
TX0109453-000	PEDRO SANCHEZ AND VIOLETA GONZALEZ	DALE PROPERTY SERVICES, LLC	1/24/2008	D208054520
TX0098534-000	TIM & MITZI MURRAY	DALE PROPERTY SERVICES, LLC	10/23/2007	D207404114
TX0097599-000	MARTIN & EVELIA RUIZ	DALE PROPERTY SERVICES, LLC	10/19/2007	D207399942
TX0140518-000	MARIA RITA RAMIREZ & JOSE GARCIA	DALE PROPERTY SERVICES, LLC	9/4/2009	D209251143
GLENCREST	LARRY D GIPSON	GLENCREST RESOURCES	5/17/2008	D208202980
TX0138647-000	SHIRLEY DENNIS BATES	DALE PROPERTY SERVICES, LLC	4/28/2009	D209118627
TX0094647-000	RONNIE GALINDO	DALE PROPERTY SERVICES, LLC	9/20/2007	D207376321
TX0111602-000	MARIA ANGELINA CONTRERAS	DALE PROPERTY SERVICES, LLC	2/1/2008	D208081279
TX0137591-000	LEONEL M & YOLANDA DOMINGUEZ	DALE PROPERTY SERVICES, LLC	3/2/2009	D209080391
TX0094056-000	ISAIAS AND MARIA CASTANEDA	DALE PROPERTY SERVICES, LLC	10/1/2007	D207372971
TX0138935-000	IMELDA MORA SANDOVAL	DALE PROPERTY SERVICES, LLC	5/16/2009	D209138849
TX0137990-000	SERAFIN SANDOVAL	DALE PROPERTY SERVICES, LLC	3/23/2009	D209089727
42-049763-000	BENITO ORTIZ	CHESAPEAKE EXPLORATION LLC	3/1/2012	D212080172
GLENCREST	JERRY L EZELL	GLENCREST RESOURCES	6/30/2008	D208335072
TX0105021-000	MICHAEL & SANDRA PASTRE	DALE PROPERTY SERVICES, LLC	12/21/2007	D208005075
TX0150528-000	BENJAMIN MARTINEZ JR	CHESAPEAKE EXPLORATION LLC	1/28/2011	D211034154
TX0139402-000	MARIA & ANTONIO MANUEL AGUERO	DALE PROPERTY SERVICES, LLC	6/20/2009	D209167151
TX0106995-000	ARTURO MURILLO & DIANA GALLAGA	DALE PROPERTY SERVICES, LLC	1/14/2008	D208023917
TX0422621-000	ADELA LOPEZ	CHESAPEAKE EXPLORATION LLC	4/8/2011	D211098984

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
42-048741-000	ADRIAN DURAN MACIAS AND JUDITH BANUELOS GRANADOS	CHESAPEAKE EXPLORATION LLC	2/16/2012	D212057694
GLENCREST	WILLIAM H JEFFERSON	GLENCREST RESOURCES	7/11/2008	D208305767
GLENCREST	JOSE VARO-VALENCIA & ABRAHAM B. VARO	GLENCREST RESOURCES	12/1/2007	D208292144
TX0148479-000	NEW YORK BANKERS	CHESAPEAKE EXPLORATION LLC	10/22/2010	D210263226
TX0100914-000	JOSE JAVIER MEDRANO	DALE PROPERTY SERVICES, LLC	11/20/2007	D207429824
42-046428-000	DRUSILLA GRACE WALKER	CHESAPEAKE EXPLORATION LLC	1/17/2012	D212018745
GLENCREST	DOLORES GARCES	GLENCREST RESOURCES	7/12/2008	D208326501
GLENCREST	BOBBIE J ROBINSON	GLENCREST RESOURCES	7/10/2008	D208367386
TX0097600-000	ANTONIO & REBECA VILLEGAS	DALE PROPERTY SERVICES, LLC	10/15/2007	D207399943
TX0075523-000	ROSAURA & MARTIN DE JESUS ROSALES	DALE PROPERTY SERVICES, LLC	6/12/2007	D207218922
42-008983-000	VANIA ROSALES	CHESAPEAKE EXPLORATION LLC	9/22/2011	D211247235
42-048814-000	LEE ROY GANN JR	CHESAPEAKE EXPLORATION LLC	2/13/2012	D212057699
42-050342-000	LUCILLE THOMAS	CHESAPEAKE EXPLORATION LLC	2/16/2012	D212095009
TX0099839-000	JULIA MCCLENDON COLEHOUR	DALE PROPERTY SERVICES, LLC	11/2/2007	D207418687
TX0107264-000	JUAN & ROSA MORA SANDAVOL	DALE PROPERTY SERVICES, LLC	1/22/2008	D208026314
TX0075545-000	ANGEL & THERESA MURILLO	DALE PROPERTY SERVICES, LLC	6/12/2007	D207217323
TX0125414-000	ROBERT HAROLD AND SHARON SHORT	DALE PROPERTY SERVICES, LLC	4/3/2008	D208234396
TX0108465-000	PATSY BERGERON	DALE PROPERTY SERVICES, LLC	1/24/2008	D208040841
TX0425303-000	METRO ROYALTY INC.	CHESAPEAKE EXPLORATION LLC	3/24/2011	D211098876
TX0420628-000	ISAAC & ANABELIA ZAMARRIPA	CHESAPEAKE EXPLORATION LLC	3/18/2011	D211086328
TX0138184-000	JOE A & MARIA M TREVINO	DALE PROPERTY SERVICES, LLC	3/28/2009	D209093444
TX0109292-000	OLIVERIO & MARIA DELACRUZ CONTRERAS	DALE PROPERTY SERVICES, LLC	2/8/2008	D208051706
TX0102998-000	JOSE G & LUZ M DOMINGUEZ	DALE PROPERTY SERVICES, LLC	12/12/2007	D207454609
TX0138532-000	JOSE LUIS & CLAUDIA GALICIA	DALE PROPERTY SERVICES, LLC	4/18/2009	D209111298
GLENCREST	DWAYNE M MCDOWELL	GLENCREST RESOURCES	5/31/2008	D208275889
TX0093435-000	GLADYS J. LILLY	DALE PROPERTY SERVICES, LLC	9/6/2007	D207369362
TX0123667-000	ADAN & ELIZABETH JIMENEZ	DALE PROPERTY SERVICES, LLC	5/21/2008	D208208258
TX0112362-000	RAYMOND & LIDIA MUNOZ	DALE PROPERTY SERVICES, LLC	3/3/2008	D208087909
TX0139758-000	LINDA JO WHITE PEABODY	DALE PROPERTY SERVICES, LLC	6/19/2009	D209193756
TX0086475-000	LORENE E HARWELL	DALE PROPERTY SERVICES, LLC	8/27/2007	D207308644
42-007097-000	APPROVED PROPERTIES, LLC	CHESAPEAKE EXPLORATION LLC	9/29/2011	D207270951
TX0132107-000	BOBBIE EARL MOORE	DALE PROPERTY SERVICES, LLC	8/7/2008	D208318477
TX0129269-000	JUAN SANDOVAL JR	DALE PROPERTY SERVICES, LLC	7/3/2008	D208282934
TX0141392-000	CASA SANTA LP	DALE PROPERTY SERVICES, LLC	10/30/2009	D209292015
GLENCREST	ERMA J BURGER	GLENCREST RESOURCES	12/1/2007	D208275916
GLENCREST	MARIA R DOMINGUEZ	GLENCREST RESOURCES	5/17/2008	D208275917
GLENCREST	RAFAEL VAZQUEZ	GLENCREST RESOURCES	6/27/2008	D208305790
GLENCREST	LUIS B MONTANEZ	GLENCREST RESOURCES	5/24/2008	D208275914

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
TX0132156-000	HOMESTATE PROPERTY INC	DALE PROPERTY SERVICES, LLC	8/5/2008	D208318494
TX0130719-000	AVOCET VENTURES, LP	DALE PROPERTY SERVICES, LLC	7/25/2008	D208299812
TX0101551-000	ARTURO & MARIA ALMANZA	DALE PROPERTY SERVICES, LLC	11/10/2007	D207431546
TX0043425-000	BARBARA A SLOAN FAMILY TRUST	PALOMA BARNETT, LLC	12/18/2007	D208012284
TX0127150-000	PATRICK BUENTELLO	DALE PROPERTY SERVICES, LLC	6/2/2008	D208242207
42-009575-000	NEW YORK HOLDINGS, LLC	CHESAPEAKE EXPLORATION LLC	10/19/2011	D211262409
TX0049046-000	PATRICIA AGUILERA	PALOMA BARNETT, LLC	11/13/2008	D208109214
TX0113030-000	MATEO P BUENTELLO	DALE PROPERTY SERVICES, LLC	3/12/2008	D208095440
TX0150571-000	JUANITA WATKINS, ETAL	CHESAPEAKE EXPLORATION LLC	2/7/2011	D211035974
TX0138769-000	PAULO ORTIZ	DALE PROPERTY SERVICES, LLC	5/6/2009	D209130009
TX0148170-000	JUAN MORA & SERAFIN SANDOVAL	CHESAPEAKE EXPLORATION LLC	9/23/2010	D210255140
TX0044825-000	SAVANNAH BANKS	PALOMA BARNETT, LLC	12/1/2007	D208031467
GLENCREST	ROYAL JOHNSON	GLENCREST RESOURCES	7/12/2008	D208326500
TX0100623-000	ESTEBAN & JUANA VALDEZ	DALE PROPERTY SERVICES, LLC	10/30/2007	D207422776
TX0125657-000	JUAN LUIS YANEZ ETAL	DALE PROPERTY SERVICES, LLC	6/12/2008	D208235317
GLENCREST	ABRAHAM PARRAMORE	GLENCREST RESOURCES	5/19/2008	D208263436
42-010656-000	THEODORE & OLA MAE JONES	CHESAPEAKE EXPLORATION LLC	10/19/2011	D211268212
42-010658-000	THEODORE & OLA MAE JONES	CHESAPEAKE EXPLORATION LLC	10/19/2011	D211268211
TX0045034-000	JOEL PENA	PALOMA BARNETT, LLC	12/10/2007	D208032174
TX0043425-000	BARBARA A SLOAN FAMILY TRUST	PALOMA BARNETT, LLC	12/18/2007	D208012284
42-049822-000	ERUBIEL VAZQUEZ AND WIFE, RENEE VAZQUEZ	CHESAPEAKE EXPLORATION LLC	2/29/2012	D212080183
TX0480452-000	EVA ANGELINA VIEYRA	PALOMA BARNETT, LLC	11/13/2007	D208109212
TX0109456-000	DON AND TRACY ELLIS	DALE PROPERTY SERVICES, LLC	2/7/2008	D208054519
TX0126616-000	METROPOLITAN CHURCH OF CHRIST,	DALE PROPERTY SERVICES, LLC	6/13/2008	D208244947
GLENCREST	LEONARDO GRANADOS	GLENCREST RESOURCES	5/15/2008	D208190996
TX0141995-000	VICTOR PEREZ	DALE PROPERTY SERVICES, LLC	12/22/2009	D210000976
42-042786-000	GARRICK PITTS AND CAROLYN PIITS	CHESAPEAKE EXPLORATION LLC	11/21/2011	D211286376
TX0105841-000	TORO INVESTMENTS LLC	DALE PROPERTY SERVICES, LLC	1/4/2008	D208015918
TX0089371-000	ALEJANDRO V GARCIA	DALE PROPERTY SERVICES, LLC	9/11/2007	D207338681
GLENCREST	VICKIE L MARSHALL	GLENCREST RESOURCES	6/14/2008	D208282427
TX0149026-000	OLA MAE JOHNSON	CHESAPEAKE EXPLORATION LLC	11/2/2010	D210285663
TX0140972-000	BEATRIZ & LEONARDO MENDEZ	DALE PROPERTY SERVICES, LLC	10/5/2009	D209272859
TX0048770-000	IGNACIO & MARIA G GONZALES	PALOMA BARNETT, LLC	1/19/2008	D208095678
TX0101272-000	KENDALL & PAGE KILLIAN	DALE PROPERTY SERVICES, LLC	11/7/2007	D207434809
TX0051588-000	EFRAIN & ALEJANDRA FERNANDEZ	DALE RESOURCES LLC	11/27/2006	D207004216
TX0146215-000	BUCK & PHOEBE LUCE	DALE PROPERTY SERVICES, LLC	8/4/2010	D210171826
TX7151119-000	DONALD SCOTT	KERR ENERGY, LLC	5/8/2007	D207239801

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
TX0150522-000	ARMANDO HERNANDEZ	CHESAPEAKE EXPLORATION LLC	1/28/2011	D211034148
TX0077138-000	THELMA M WARREN	DALE PROPERTY SERVICES, LLC	7/2/2007	D207237952
42-010991-000	CITY OF FT WORTH	CHESAPEAKE EXPLORATION LLC	10/21/2011	D211273715
TX0043425-000	BARBARA A SLOAN FAMILY TRUST	PALOMA BARNETT, LLC	12/18/2007	D208012284
TX7152195-000	J E & GLENDA BULLARD	KERR ENERGY, LLC	4/5/2007	D207209963
TX7151214-000	JOHN L & KARON MILLIGAN	KERR ENERGY, LLC	8/24/2007	D207332159
TX7158700-001	CITY OF FOREST HILL	CHESAPEAKE EXPLORATION LLC	11/5/2008	D209023919
End of Exhibit "A"				

EXHIBIT B

Conatser North Unit:

Being 315.081 acres of land located in the John Collett Survey, Abstract No. 260, the Mary Horn Survey, Abstract No. 691 and the C. Hillard Survey, Abstract No. 715, Tarrant County, Texas. Said 315.081 acres of land being more particularly described as follows:

BEGINNING at lying in the east right-of-way line of Wichita Street, said point lying in the apparent centerline of Knox Street, said point lying in the east line of Chesapeake Operating, Inc., Glencrest Unit and said point being the northwest corner of Chesapeake Operating, Inc., Conatser North Unit;

THENCE N89°51'40"E, along said Knox Street centerline, a distance of 736.77 feet to a point at the apparent centerline intersection of Foard Street and said Knox Street;

THENCE S00°10'48"E, along said Foard Street centerline, a distance of 719.28 feet to a point at the apparent centerline intersection of Martin Street and said Foard Street;

THENCE S89°48'50"E, along said Martin Street centerline, a distance of 1,910.42 feet to a point at the apparent centerline intersection of Shackleford Street and said Martin Street, said point being the northeast corner of said Conatser North Unit;

THENCE S00°06'00"W, along said Shackleford Street, a distance of 4,928.19 feet to a point lying in the east line of a tract of land described in the deed to Jo Carole Harding Trust, recorded in Volume 7366, Page 2220, Deed Records, Tarrant County, Texas, said point being the southeast corner of said Conatser North Unit and being the northeast corner of Chesapeake Operating, Inc., Conatser South Unit;

THENCE along the north line of said Conatser South Unit as follows:

1. N89°45'13"W, a distance of 2,577.24 feet to a point, said point being the northwest corner of said Conatser South Unit;

2. S00°07'14"W, a distance of 142.61 feet to a point;

3. N89°52'46"W, at 20.67 feet passing an exterior ell corner of said Conatser South Unit, in all a distance of 71.26 feet to a point lying in the apparent centerline of Horton Avenue;

THENCE N43°02'14"W, along said Horton Avenue centerline, a distance of 147.14 feet to a point;

THENCE S00°05'55"W, at 41.14 feet passing the northeast corner of a tract of land described in the deed to TESCO, recorded in Volume 1912, Page 155, Deed Records, Tarrant County, Texas, in all a distance of 114.26 feet to a point;

THENCE N43°02'05"W, at 72.85 feet passing an "X" found at an interior ell corner of said TESCO tract, in all a distance of 278.87 feet to a point, said point being the southwest corner of said Conatser North Unit and said point being the south corner of Chesapeake Operating, Inc., Glencrest Unit;

THENCE along the east lines of said Glencrest Unit as follows:

1. N46°57'23"E, a distance of 225.26 feet to a point;

2. N21°27'37"W, a distance of 425.11 feet to a point;

3. N51°55'37"W, a distance of 9.47 feet to a point;

4. N26°41'23"E, a distance of 296.04 feet to a point;

5. S63°18'37"E, a distance of 256.94 feet to a point;

6. N00°07'23"E, a distance of 479.27 feet to a point;

7. N61°21'34"W, a distance of 13.33 feet to a point;

8. N12°07'26"W, a distance of 63.71 feet to a point;

9. northerly, 81.71 feet, along a curve to the right, having a radius of 386.11 feet, a central angle of 12°07'31" and a chord bearing N06°03'41"W 81.56 feet to a point;

10. N00°00'56"W, a distance of 5.52 feet to a point;

11. N06°57'04"E, a distance of 100.70 feet to a point;

12. northeasterly, 97.56 feet along a non tangent curve to the right, having a radius of 50.00 feet, a central angle of 111°48'01" and a chord bearing N62°34'17"E, 82.81 feet to a point;

13. N28°22'16"E, a distance of 100.00 feet to a point;

14. N61°37'44"W, a distance of 193.44 feet to a point;

15. N00°03'50"E, a distance of 3,929.23 feet to a point to the point of beginning, containing 315.081 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

END OF EXHIBIT B

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

Basis of Bearings: NAD27 Texas North Central Zone.
Grid Scale Factor: 0.9998651524400

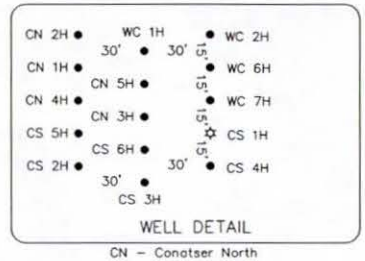
REGISTERED PROFESSIONAL SURVEYORS

HERBERT S. BEASLEY LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING

P. O. BOX 8873
FORT WORTH, TEXAS 76124

METRO 817-429-0194
FAX 817-446-5488



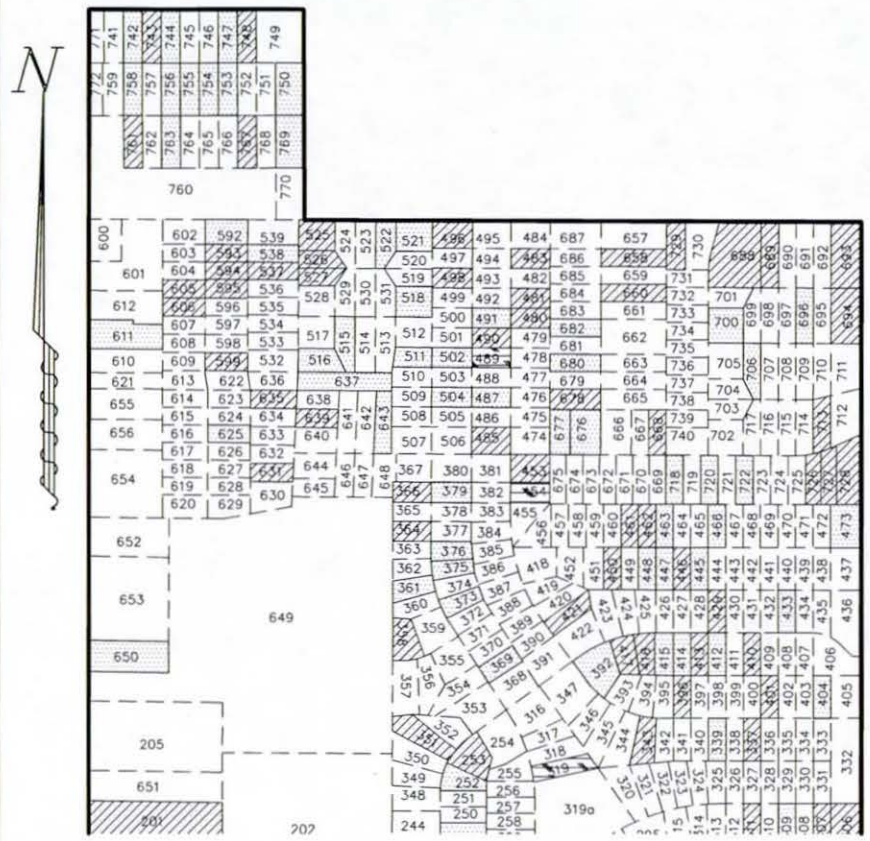
CN – Conatser North
CS – Conatser South
WC – Wyatt Chaparrals

Unleased

Glencrest Leases

Kerr Leases

Well Plat
Conatser North, Well 2H
CHESAPEAKE OPERATING, INC.
269.770 Leased Acre Conatser North
Forest Hill, Tarrant County, Texas.



Basis of Bearings: NAD27 Texas North Central Zone.
Grid Scale Factor: 0.9998651524400

500 0 250 500 1000
1 inch = 500 ft.

Unleased Tract

Kerr Leases

Glencrest Leases

1. Luminant Mineral Development Co LLC – 0.289 ac.
2. Buck Luce – 0.955 ac.
3. Buck Luce – 0.247 ac.
4. Unleased (Benjamin Narvaez & Benjamin L. Narvaez Jr.) – 0.574 ac.
5. Unleased (Mark Price) – 0.308 ac.
6. Willie D. Sneed – 0.282 ac.
7. Eldon R. Stowe – 0.304 ac.
8. City of Forest Hill – 0.327 ac.
9. Cameron T. Crew – 0.350 ac.
10. Cameron T. Crew – 1.394 ac.
11. Buck Luce – 0.276 ac.
12. Conatser Construction Tx LP – 14.860 ac.
13. Unleased (JD Roberson) – 0.505 ac.
14. Unleased (JD Roberson) – 0.344 ac.
15. Unleased (JD Roberson) – 0.344 ac.
16. Unleased (JD Roberson) – 0.344 ac.
17. Ala Yousef – 4.418 ac.
18. Daniel H. Cooper – 0.828 ac.
19. First African Baptist Church – 0.877 ac.
20. William E. Pippin – 5.089 ac.
21. Ila M Daniell – 0.571 ac.
22. City of Forest Hill – 0.996 ac.
24. Unleased (Ngoc Pham) – 1.786 ac.
25. Jesse D Fernandez – 0.255 ac.
26. Rolex Properties LLC – 3.115 ac.
27. Unleased (Centeramerica Capital Partnership) – 6.503 ac.
28. Adelina Sandoval – 1.725 ac.
29. Unleased (Hit City Records & Tapes) – 0.184 ac.
30. Unleased (Khosrow Sadeghian) – 0.290 ac.
31. James F. Sigler – 0.929 ac.
32. James Sigler – 1.163 ac.
33. James Sigler – 0.541 ac.
34. James Sigler – 0.379 ac.
35. Unleased (Andre Tucker) – 0.234 ac.
36. Darrell Y Story – 0.235 ac.
37. Unleased (Andre Tucker) – 0.306 ac.
38. Pat McCoy Plumbing Company Inc – 1.265 ac.
39. Unleased (Forest Hill Presbyterian Church) – 0.496 ac.
40. Unleased (Chester R Frost) – 0.787 ac.
41. Randle D Bracken – 1.034 ac.
42. Randle D Bracken – 0.757 ac.
43. Jo C Harding – 1.295 ac.
44. State of Texas – 6.532 ac.
45. City of Fort Worth – 0.902 ac.
46. Trafalgar Homes of Texas LLC – 0.213 ac.
47. Capital Plus 1 Ltd – 0.213 ac.
48. Bryce D Spencer – 0.213 ac.
49. Willadean M. Franklin – 0.213 ac.
50. Jesus Ramirez – 0.213 ac.
51. Willadean M. Franklin – 1.194 ac.
52. City of Fort Worth – 0.452 ac.
53. Ernie R. Hall – 0.381 ac.
54. Unleased (Juan Pasarin) – 0.071 ac.
55. J. Carmen Ramirez – 0.303 ac.
56. Helen Johnson – 0.339 ac.
57. Unleased (City of Fort Worth) – 0.343 ac.
58. Ricardo E Montes – 0.306 ac.
59. Lorenzo Soto – 0.460 ac.
60. Theresa J Talmadge – 0.217 ac.
61. Unleased (City of Fort Worth) – 0.243 ac.
62. Manuel Perez – 0.460 ac.
63. Martin Alaniz – 0.460 ac.
64. S R Davidson Family LP – 0.702 ac.
65. Kerr–Robert Findley – 0.217 ac.
66. Glenda Bullard – 0.460 ac.
67. Carlton Porter – 0.460 ac.
68. Kerr–John L Milligan – 0.460 ac.
69. Kerr–Kathleen Milligan – 0.686 ac.
70. Kerr–John L Milligan – 1.497 ac.
71. Marcer Investments LLC – 1.444 ac.
72. John R Kennedy – 0.235 ac.
73. Unleased (Hi–Lo Auto Supply LP) – 1.549 ac.
74. Leonardo Garcia – 0.676 ac.
75. Dwight M Locke and Paul D Rhodes – 0.286 ac.
76. Jose M Macias – 0.229 ac.

REGISTERED PROFESSIONAL SURVEYORS

HERBERT S. EASLEY

LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING

P. O. BOX 8873
FORT WORTH, TEXAS 76124

METRO 817–429–0194
FAX 817–446–5488

77. Unleased (Marie M White) – 0.229 ac.
78. Deatria M. Norfleet – 0.229 ac.
79. Huy Cong Dinh – 0.229 ac.
80. Unleased (Juan Lira) – 0.229 ac.
81. Unleased (Frances Dashner) – 0.229 ac.
82. Unleased (Samuel Sandoval) – 0.229 ac.
83. London Funding LLC – 0.229 ac.
84. Salvador Perez – 0.228 ac.
85. Johnny Gilmore – 0.228 ac.
86. Jose Franco – 0.228 ac.
87. Bongani P Buthelezi – 0.374 ac.
88. Jose A Tellez – 0.375 ac.
89. Unleased (Anastacio P Castro) – 0.229 ac.
90. Glencrest–Fernando Murillo – 0.229 ac.
91. Fidel G Rios – 0.229 ac.
92. Unleased (Ernesto Orocio) – 0.229 ac.
93. Glencrest–Blondell L Smith – 0.229 ac.
94. Patsy L Hudson – 0.229 ac.
95. Leobardo Palomo – 0.229 ac.
96. Leobardo Palomo – 0.229 ac.
97. Michael Cram – 0.229 ac.
98. Hugo Guevara – 0.229 ac.
99. Metro Royalty Inc. – 0.229 ac.
100. Ramon Rivas – 0.287 ac.
101. Stephen A Showalter – 1.833 ac.
102. Metro Royalty Inc. – 0.221 ac.
103. Gregory N Nero – 0.221 ac.
104. Rajiv Sharma & Manju Sharma – 0.221 ac.
105. Unleased (James E Turner) – 0.221 ac.
106. Efrain Fernandez – 0.221 ac.
107. Glencrest–Dellicitas Perez – 0.221 ac.
108. Robert T Boyd – 0.221 ac.
109. Unleased (Daniel Rodriguez) – 0.221 ac.
110. Leticia Gonzales – 0.221 ac.
111. Glencrest–Arnulfo Olvera – 0.221 ac.
112. JMH Ventures Inc. – 0.221 ac.
113. Southeast Investments – 0.221 ac.
114. Silvano Vega – 0.221 ac.
115. Servando Santamaria – 0.361 ac.
116. Lamaretta T Ford – 0.454 ac.
117. Elizabeth A. Daniels – 0.277 ac.
118. Griselda Nava – 0.277 ac.
119. Gavino Holguin – 0.278 ac.
120. Gustavo Paloma – 0.278 ac.
121. Unleased (Juan Duenas) – 0.278 ac.
122. Martha S Balderas – 0.278 ac.
123. Unleased (Oscar Peres) – 0.278 ac.

Well Plat
Conatser North. Well 2H
CHESAPEAKE OPERATING. INC.
269.770 Leased Acre Conatser North
Forest Hill, Tarrant County, Texas.

124. William Petty – 0.278 ac.
125. Dupat Investments Inc – 0.278 ac.
126. Manuel Escareno – 0.279 ac.
127. Glencrest–John D Moore – 0.279 ac.
128. Glencrest–Hilario Castillo – 0.279 ac.
129. Glencrest–Lucila Ruiz – 0.279 ac.
130. Unleased (Sarah E Gilmore) – 0.279 ac.
131. Kitty I Hibbs – 0.279 ac.
132. Unleased (Filimon Gomez) – 0.279 ac.
133. Sanjay R Patel – 0.945 ac.
134. Unleased (Florence Sweeney Estate) – 0.457 ac.
135. Lawrence R Barrett – 0.279 ac.
136. Elmer Williams Jr. – 0.279 ac.
137. Gary L Barksdale – 0.278 ac.
138. Eddie L. Willis – 0.278 ac.
139. Silvano Vega – 0.278 ac.
140. Unleased (Roy Martinez etux Pantaliona Garcia) – 0.278 ac.
141. Lessie M. Hall – 0.277 ac.
142. Roy Saldibar – 0.399 ac.
143. Joyce Pitts – 0.392 ac.
144. Jesus Carbajal – 0.276 ac.
145. Unleased (Andres Cisneros Jr) – 0.276 ac.
146. Winna D. Rudolph – 0.276 ac.
147. Doris J Fleming – 0.276 ac.
148. AED Group LLC – 0.275 ac.
149. Kerr–JEI investment Inc . – 2.165 ac.
150. Woodrow W Graham – 0.399 ac.
151. Rodrigo R. Reyna Jr. – 0.739 ac.
152. Unleased (Jesus Luna) – 0.402 ac.
153. Rogelio Cortez – 0.350 ac.
154. Capital Plus I Ltd – 0.403 ac.
155. Unleased (Andres Jimenez) – 0.402 ac.
156. Unleased (Mark A Harris) – 0.401 ac.
157. Armando M Ramirez – 0.273 ac.
158. Al Stricklin – 0.186 ac.
159. DeJuan Bogar – 0.186 ac.
160. J Guadalupe Martinez – 0.186 ac.
161. Glencrest–Mario Ferreira – 0.186 ac.
162. Jose L Oropeza – 0.283 ac.
163. Glencrest–Elizia M Ynguanzo – 0.175 ac.
164. Darcey Bolt – 0.175 ac.
165. Glencrest–Jose Rosas – 0.175 ac.
166. Unleased (Jose Perez) – 0.175 ac.
167. Glencrest–Fernando Murillo – 0.175 ac.
168. William M Purl – 0.175 ac.
169. Gladys J Lilly – 0.175 ac.
170. Gloria Leon – 0.175 ac.
171. Daniel Loredo – 0.175 ac.
172. Glencrest–Jorge Mancera – 0.175 ac.
173. Glencrest–Ricardo M Flores – 0.187 ac.
174. Christian Crusade for Christ Church – 0.456 ac.
175. Rufina A Castellanos – 0.176 ac.
176. Zelma Iona Reeves – 0.176 ac.
177. Arturo L Rios – 0.176 ac.
178. Jose C Ceballos – 0.176 ac.
179. Unleased (Francisco Sanchez) – 0.176 ac.
180. Brenda Patterson & Regina Foutch – 0.176 ac.
181. Gordon James – 0.176 ac.
182. Elizabeth Kenny – 0.290 ac.
183. Dang Cong Huynh – 0.772 ac.
184. J. E. Winters Family Partnership Ltd. – 0.576 ac.
185. Darrel D Wilson – 0.295 ac.
186. Jacobo Linares – 0.166 ac.
187. Rafael Ramos – 0.166 ac.
188. Juanita Fuentes – 0.165 ac.
189. Maria A Sanchez – 0.165 ac.
190. Juanita Fuentes – 0.165 ac.
191. Tammy Jones – 0.488 ac.
192. Jay Kim – 0.166 ac.
193. Unleased (Fris Chkn LLC) – 0.603 ac.
194. Julia Villa – 0.328 ac.
195. Jay Kim – 0.467 ac.
196. Jay Kim – 2.218 ac.
197. Bob Bowland – 0.378 ac.
198. Orlis L Shiflet – 0.984 ac.
199. United States Postal Service – 4.734 ac.
200. Jimmy Park – 1.060 ac.
201. Glencrest–James Barnes assigned to McCowan –Johnson Mansion Inc. – 1.664 ac.
202. Isauro Magana – 6.794 ac.
203. December Trust – 0.433 ac.
204. Jose Torres – 0.399 ac.
205. Theophilous A. Sims – 2.515 ac.
206. Unleased (Richard R Andis) – 0.283 ac.
207. Glencrest–Daniel Munoz – 0.200 ac.
208. Unleased (Ramon Nunez) – 0.200 ac.
209. Unleased (George R Harvey) – 0.200 ac.
210. Elias Huerta – 0.200 ac.
211. Artemisa M. Mendiola – 0.200 ac.
212. Glencrest–Guadalupe L Murillo – 0.351 ac.
213. Unleased (Cecilio Castillo) – 0.361 ac.
214. Matthew 7:24 Inc – 0.255 ac.
215. Richard C Garcia – 0.255 ac.
216. Unleased (Juan C. Rodriguez) – 0.255 ac.
217. Alejandro Mendoza – 0.224 ac.
218. Thelma M. Warren – 0.200 ac.
219. Alfonso Reveles – 0.283 ac.
220. Unleased (Javier Carbajal) – 0.530 ac.
221. Glencrest–Angelica Murrillo – 0.289 ac.
222. Unleased (Wayne Kinninmonth) – 0.339 ac.
223. Laura G Favela – 0.297 ac.
224. Nicholas Trevino Jr – 0.256 ac.
225. Edward R Jones – 0.215 ac.
226. Nicholas Trevino Jr – 0.238 ac.
227. Jesus Hernandez – 0.416 ac.
228. Unleased (Rene Jimenez) – 0.234 ac.
229. Jose A Tellez – 0.217 ac.
230. Unleased (Cecilio Castillo) – 0.219 ac.
231. Ida R Dary – 0.640 ac.
232. Gloria I Delgado – 0.255 ac.
233. Unleased (Sara S Fernandez) – 0.228 ac.
234. Isidro Martinez III – 0.213 ac.
235. Manuel Perez – 0.216 ac.
236. Julio Ochoa – 0.305 ac.
237. Sherry J Jacobs – 0.286 ac.
238. Unleased (Lino Arellano) – 0.279 ac.
239. Unleased (Ramiro Rodriguez) – 0.295 ac.
240. Sam H Jones – 0.210 ac.
241. Unleased (Guillermo Zuniga) – 0.250 ac.
242. Juan Rodriguez – 0.213 ac.
243. Mary Gresham – 0.210 ac.
244. Jose Albarran – 0.305 ac.
245. O L Shiflet – 0.320 ac.
246. Saul Z. Solis – 0.225 ac.
247. Glencrest–Jose Ochoa – 0.223 ac.
248. Rogelio Ortiz – 0.221 ac.
249. Unleased (Ronald E Oiman) – 0.404 ac.
250. Daniel H Selman – 0.195 ac.
251. Barbara J. Shaw – 0.195 ac.
252. Unleased (J. Santos Rodriguez) – 0.225 ac.
253. Glencrest–Raul Moreno – 0.328 ac.
254. Juan R Perez – 0.437 ac.
255. Alfronso Rosas – 0.233 ac.
256. Alfronso Rosas – 0.208 ac.
257. Alfronso Rosas – 0.210 ac.
258. Isac Torres – 0.211 ac.
259. Isac Torres – 0.237 ac.
260. Ra–Bry Properties Ltd. – 0.223 ac.
261. Glencrest–Manuel Murillo – 0.319 ac.
262. Glencrest–Manuel Murillo – 0.235 ac.
263. Approved Properties LLC – 0.352 ac.
264. Glencrest–Jose E Orosco – 0.247 ac.
265. Inocente Delgado – 0.228 ac.
266. Inocente Delgado – 0.363 ac.
267. Jose F. Rodriguez etux Maria E. Huerta–Jimenez – 0.268 ac.
268. Francisco Sanchez – 0.371 ac.
269. Eulalio Lucio – 0.234 ac.
270. Terry Belcher – 0.278 ac.
271. Unleased (Cecilio Castillo) – 0.256 ac.
272. Jesus Munoz – 0.201 ac.
273. Capital Plus I Ltd – 0.201 ac.
274. Evangelina Villagomez – 0.201 ac.
275. Capital Plus I Ltd – 0.201 ac.
276. Eutiquio Leyva – 0.201 ac.
277. Glencrest–Roberto Fernandez – 0.201 ac.
278. Glencrest–Antonio Rodriguez – 0.201 ac.
279. Regina G Dunham Revocable Living Trust – 0.201 ac.
280. Christy Allsbrooks – 0.201 ac.
281. Raquel Guadian – 0.201 ac.
282. Bennie E Roy – 0.201 ac.
283. Josefa B Obregon – 0.353 ac.
284. Paula Guevara – 0.353 ac.
285. Maria S Nunez – 0.201 ac.
286. Unleased (Louis A Guidry) – 0.201 ac.
287. Moises Diaz – 0.201 ac.
288. Felicitas Alonzo – 0.201 ac.
289. Oscar Rosales – 0.201 ac.
290. Eunice M Tasby – 0.201 ac.
291. Elizabeth A Reed – 0.201 ac.
292. Jeana Mabry – 0.212 ac.
293. Franklin D Cottongame – 0.231 ac.
294. Unleased (Roberto Rios) – 0.280 ac.
295. Liam T Iwig–O'Byrne – 0.390 ac.
296. Leonel Ruiz – 0.196 ac.
297. Unleased (Ann Reatz) – 0.189 ac.
298. Unleased (Juan M Perez) – 0.183 ac.
299. Albert P O'Conner – 0.201 ac.
300. David H. Myers & Ronda Massey – 0.402 ac.
301. Daniel T Smith Jr & Meshell Young – 0.201 ac.
302. Gladys J Lilly – 0.201 ac.
303. Miguel A Tellez – 0.201 ac.
304. Yolanda Hernandez – 0.201 ac.
305. Jorge L Cajchun – 0.353 ac.
306. Glencrest–Arturo Guerrero – 0.354 ac.
307. Glencrest–Clarence Bibbs – 0.201 ac.
308. L. L. Atkins Family LP – 0.201 ac.
309. Unleased (Ruth A McMaster) – 0.201 ac.
310. Nicholas L Perez – 0.201 ac.
311. Glencrest–Hermenejildo Castro – 0.201 ac.
312. Raul Perez – 0.201 ac.
313. Anthony Garcia & Siria Garcia – 0.210 ac.
314. Moises Diaz – 0.199 ac.
315. Joaquin Rios – 0.223 ac.
316. Raul Perez – 0.411 ac.
317. Gabriel Parades – 0.226 ac.
318. Cecilio M Rodriguez – 0.263 ac.
319. Kerr–Donald Scott – 0.267 ac.
319a. Armando Hernandez – 1.878 ac.
320. Gabriel Garcia – 0.343 ac.
321. Ronald Floyd – 0.246 ac.
322. Matias Guevara – 0.226 ac.
323. Bobby J Durham – 0.215 ac.
324. Janet B McKnight – 0.202 ac.
325. Kevin L Ladkins – 0.216 ac.
326. Jose Ochoa – 0.201 ac.
327. Faye W Henderson – 0.201 ac.
328. Martin P Chavez – 0.201 ac.
329. Juan A Segovia – 0.201 ac.
330. Franklin L Hargrove – 0.201 ac.
331. Lucian Marquez – 0.201 ac.
332. Shawn Wolfe – 0.703 ac.
333. Martin Seammel – 0.201 ac.
334. Lucille Bush – 0.201 ac.
335. Ramiro D Diaz – 0.201 ac.
336. Khaled Khader – 0.201 ac.
337. Glencrest–Anita M Hughes – 0.201 ac.
338. Thelma M. Warren – 0.201 ac.
339. Unleased (Eleazar Flores) – 0.201 ac.
340. Clifford Gullion – 0.201 ac.
341. Bobby C Aytes – 0.201 ac.
342. Tlp Properties LLC – 0.216 ac.
343. Glencrest–Carlos Gonzalez – 0.258 ac.
344. Guadalupe M Tellez – 0.336 ac.
345. Jose R Morcillo – 0.309 ac.
346. Matias V Guevara – 0.256 ac.
347. Debra Gamble – 0.511 ac.
348. Jesus V. Sanchez – 0.312 ac.
349. Jose L Oropeza – 0.268 ac.
350. Alejandro Vieyra – 0.318 ac.
351. Glencrest–Melissa Lopez – 0.339
352. Enrique Vasquez – 0.263 ac.
353. James L Sheppard – 0.433 ac.
354. Miguel Ruiz Sr – 0.304 ac.
355. Martha E Mireles – 0.314 ac.
356. Jose L. Lerma – 0.304 ac.
357. Raymond I. Clark – 0.384 ac.
358. Glencrest–Joe B Williams – 0.284 ac.
359. Alejandro Moreno – 0.345 ac.
360. Miquela Trevino – 0.229 ac.
361. Unleased (Bonnie D Reese) – 0.218 ac.
362. Jesus Padilla – 0.201 ac.
363. Dana R. Meeks – 0.183 ac.
364. Glencrest–Deborah Gross – 0.197 ac.
365. Moises Diaz – 0.198 ac.
366. Glencrest–San Castillo – 0.213 ac.
367. Isaias T Fuentes – 0.267 ac.
368. Russel Roberson – 0.332 ac.
369. Unleased (Ramiro Rodriguez) – 0.207 ac.
370. Arturo Cavazos and Larine Mojica – 0.208 ac.
371. Julio A. Sandoval – 0.209 ac.
372. Amber Coffee – 0.200 ac.
373. Unleased (Delmon Seales) – 0.191 ac.
374. Mark Anthony – 0.191 ac.
375. Unleased (Saul Aguilera) – 0.186 ac.
376. Unleased (J R Perez) – 0.199 ac.
377. Mary E Goodwin – 0.200 ac.
378. Guadalpue M Cruz – 0.200 ac.
379. Unleased (Francisco Sanchez) – 0.215 ac.
380. Moises Diaz – 0.297 ac.
381. Thelma M. Warren – 0.297 ac.
382. Eduwiges R Rojas – 0.216 ac.
383. Jose Murillo – 0.200 ac.
384. Savant S Chauhan – 0.204 ac.
385. Rene Rubio – 0.205 ac.
386. Capital Plus I Ltd – 0.215 ac.
387. Jerrry Birdwell – 0.233 ac.
388. Rafael F. Sanchez – 0.215 ac.
389. Alejandro Moreno – 0.209 ac.
390. Southeast Investment – 0.203 ac.
391. Gabriel B. Hernandez – 0.347 ac.
392. Unleased (Amalia Ruiz) – 0.412 ac.
393. Gladys J Lilly – 0.221 ac.
394. Gerardo Ruiz – 0.221 ac.
395. Sarah McWhirter – 0.221 ac.
396. Glencrest–Efran P Carranza – 0.201 ac.
397. Charles T Stell – 0.201 ac.
398. Raymundo Arrellano – 0.201 ac.
399. Green Grass Group Inc. – 0.201 ac.
400. Gelacilo Nieto Hernandez – 0.201 ac.
401. Glencrest–Christopher P. Fennell – 0.201 ac.
402. David L Lyle – 0.201 ac.
403. Thelma M. Warren – 0.201 ac.
404. Unleased (Juana Hernandez) – 0.201 ac.
405. Jose R Espinoza – 0.352 ac.
406. Yvonne F Gowins – 0.413 ac.
407. Maria T Juarez – 0.201 ac.
408. Mary C Williams – 0.201 ac.
409. Marcelo Avelar etux Irene Yanez – 0.201 ac.
410. Glencrest–Daniel Vasquez – 0.201 ac.
411. Isaias A Garcia – 0.201 ac.
412. Unleased (Santiago J Guajardo) – 0.201 ac.
413. Glencrest–Ruben Murillo – 0.201 ac.
414. Unleased (Aubrey H Gordon) – 0.201 ac.
415. Unleased (Lillian M Moyers) – 0.217 ac.
416. Glencrest–Magdaleno Murillo – 0.205 ac.
417. Glencrest–Eduardo Murillo – 0.223 ac.
418. David W. Stephens – 0.358 ac.
419. Andrew Thomas – 0.201 ac.
420. Thelma M. Warren – 0.219 ac.
421. Glencrest–Dora C Smith – 0.237 ac.
422. Gabriel B Hernandez – 0.372 ac.
423. Jose Fernandez – 0.310 ac.
424. Richard N Leverett – 0.240 ac.
425. Eduardo R Murillo Jr – 0.221 ac.
426. Meta Trietsch – 0.203 ac.
427. Eva A Carter – 0.203 ac.
428. Marcclino T Baten – 0.202 ac.
429. Glencrest–Eleazar Soto – 0.202 ac.
430. Douglas W Price – 0.202 ac.
431. Maria Elena Menjivar – 0.202 ac.
432. Margarita Ferandez – 0.202 ac.
433. Unleased (Ernesto Orocio) – 0.202 ac.
434. Selina Sandoval – 0.201 ac.
435. L. L. Atkins Family LP – 0.208 ac.
436. Elizabeth D Lerma – 0.488 ac.
437. Jorge A Solis – 0.353 ac.
438. Sergio Munoz – 0.200 ac.
439. Juanita Phillips – 0.200 ac.
440. Juan Solas – 0.200 ac.
441. Noe Bustos – 0.200 ac.
442. Shawn Wolfe – 0.200 ac.
443. Juan A Cervera – 0.200 ac.
444. Linda C Slayton – 0.200 ac.
445. Unleased (Joaquin Fernandez) – 0.200 ac.
446. Glencrest–Saul Balcazar – 0.200 ac.
447. Unleased (Gabriela Fernandez) – 0.200 ac.
448. Unleased (Juan M. Perez) – 0.200 ac.
449. Kenneth W. Walton – 0.200 ac.
450. Glencrest–Juan Hernandez – 0.200 ac.
451. Jorge Camacho – 0.232 ac.
452. Cleston E Stell – 0.246 ac.
453. Glencrest–Isidvo R Lara – 0.294 ac.
454. Glenda Bullard – 0.215 ac.
455. Brenda J Gliddings – 0.243 ac.
456. Stanley D Taylor – 0.226 ac.
457. Refugio J Dominguez – 0.200 ac.

REGISTERED PROFESSIONAL SURVEYORS

HERBERT S. EASLEY

LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING

P. O. BOX 8873
FORT WORTH, TEXAS 76124

METRO 817–429–0194
FAX 817–446–5488

Well Plat

Conatser North. Well 2H

CHESAPEAKE OPERATING. INC.

269.770 Leased Acre Conatser North

Forest Hill, Tarrant County, Texas.

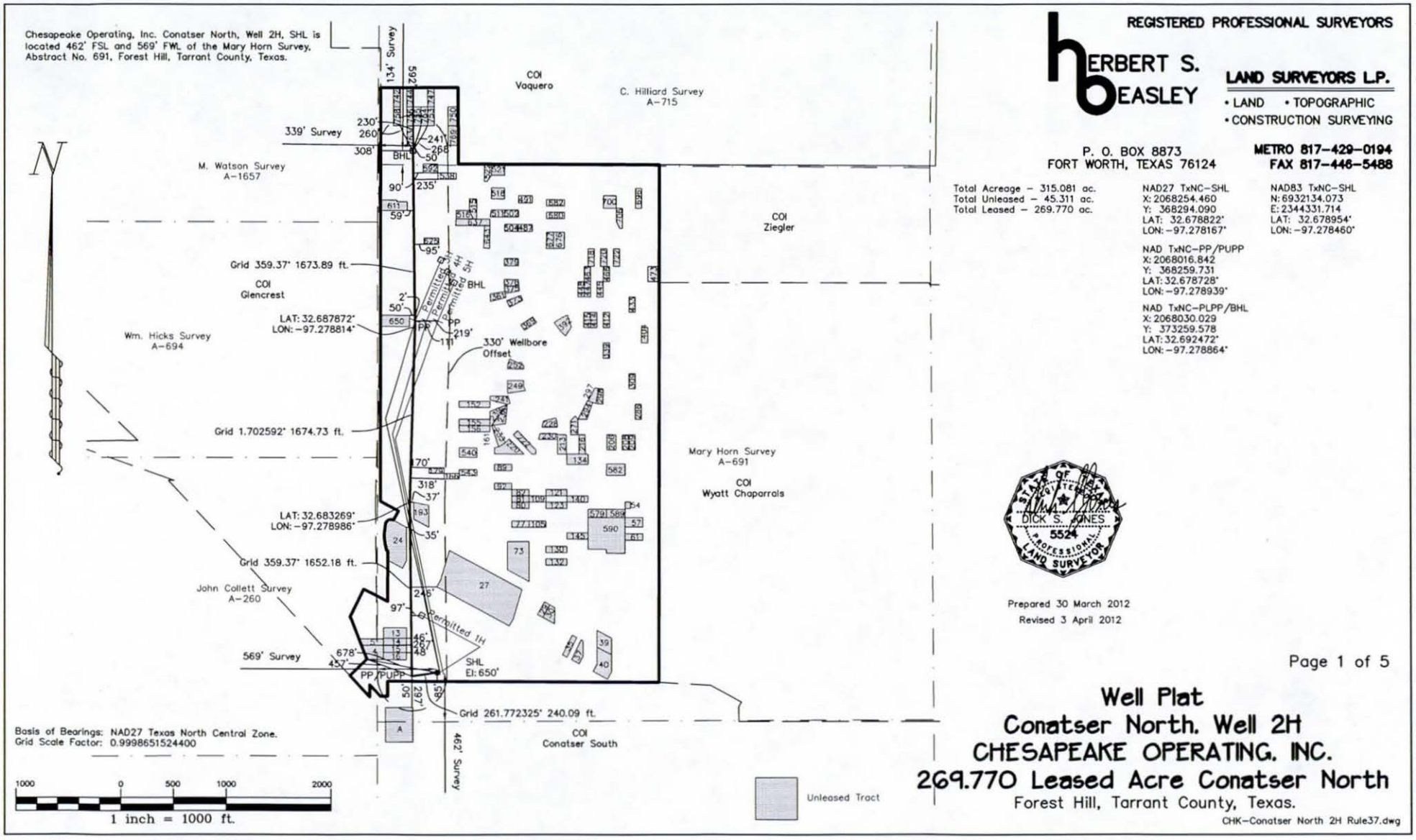
458. Jose G Dominguez – 0.200 ac.
459. Jose I Dominguez – 0.200 ac.
460. Julie Conley – 0.200 ac.
461. Glencrest–J Guadalupe Murillo – 0.200 ac.
462. Glencrest–Bobbie J Hughes – 0.200 ac.
463. Unleased (Joaquin Fernandez) – 0.200 ac.
464. Peggy A. C. Cleckler et al – 0.200 ac.
465. Marilyn K Turner – 0.200 ac.
466. Unleased (Nathaniel Wilson) – 0.200 ac.
467. Ruby Harris – 0.200 ac.
468. Cecilio P Mora – 0.200 ac.
469. Diedera Lott – 0.200 ac.
470. Martin Santos – 0.200 ac.
471. Daniel D Bustos – 0.200 ac.
472. Miguel A Izaguirre – 0.200 ac.
473. Unleased (Jose Perez) – 0.353 ac.
474. Hollis G. Sloan Estate – 0.286 ac.
475. Walter L Williams – 0.209 ac.
476. Jose M Escareno – 0.209 ac.
477. Elizabeth Espinoza Reyna – 0.209 ac.
478. Savant S Chauhan – 0.209 ac.
479. Ann Weurdig – 0.209 ac.
480. Glencrest–Gerardo Martinez – 0.209 ac.
481. Glencrest–Rafael Cejas – 0.209 ac.
482. Ofelia Villarreal – 0.209 ac.
483. Glencrest–Wallace Smith – 0.209 ac.
484. L C Timms – 0.292 ac.
485. Glencrest–Ngoan T Haidle – 0.286 ac.
486. Jose M Vertiz – 0.209 ac.
487. Unleased (Daniel Resendez) – 0.209 ac.
488. Thomas Murray – 0.209 ac.
489. Glenda Bullard – 0.209 ac.
490. Glencrest–Pilar Macias – 0.208 ac.
491. Unleased (Jose Murillo) – 0.208 ac.
492. Armando Olivo – 0.208 ac.
493. Serafin Sandoval – 0.208 ac.
494. Jaime Alanis – 0.208 ac.
495. Thomas D Carver Jr – 0.289 ac.
496. Glencrest–Beverly A Horton – 0.290 ac.
497. JB–Young LLC – 0.209 ac.
498. Glencrest–Raul Espinoza – 0.209 ac.
499. Fidel Villagomez – 0.209 ac.
500. Willie Gabriel – 0.209 ac.
501. Moises Diaz – 0.209 ac.
502. Unleased (Steve Phillips) – 0.209 ac.
503. Jesus Jimenez – 0.209 ac.
504. Unleased (Rubin Lucio) – 0.209 ac.
505. S. R. Davidson Family LP – 0.209 ac.
506. Jesus M Sanchez – 0.286 ac.
507. Reza M Alavi – 0.294 ac.
508. Dana M Cavdek – 0.215 ac.
509. Beremundo Rosalez–Perez – 0.215 ac.
510. Cordell Davis – 0.214 ac.
511. Unleased (James Cushman) – 0.203 ac.
512. Michael Phillips – 0.298 ac.
513. Jsual Rojas–Gonzales etux Yolanda Castillo – 0.295 ac.
514. Leonardo Izaquirre – 0.307 ac.
515. Unleased (Inocencio Martinez) – 0.270 ac.
516. Unleased (Anthony H. Keziah) – 0.269 ac.
517. Gladys J Lilly – 0.315 ac.
518. Unleased (Enrique Andrada) – 0.301 ac.
519. Salome Valdez – 0.200 ac.
520. S. R. Davidson Family LP – 0.200 ac.
521. Unleased (Coil Mitchell) – 0.302 ac.
522. Unleased (Henry L Handy Jr) – 0.238 ac.
523. Perla L. Sanchez & Edmundo Ramirez–Vega & Canyetano Sanchez – 0.265 ac.
524. Stephanie St. John – 0.237 ac.
525. Glencrest–Belinda C Porter – 0.301 ac.
526. Glencrest–O C Davis – 0.200 ac.
527. Glencrest–Manuel Hernandez – 0.200 ac.
528. Clifton McKnight – 0.301 ac.
529. Jimmy Davis Jr – 0.238 ac.
530. Hollis G. Sloan Estate – 0.265 ac.
531. Thelma M. Warren & Javier Villagomez – 0.238 ac.
532. Ruben Flores – 0.298 ac.
533. Hollis G. Sloan Estate – 0.238 ac.
534. Juan Aguilera – 0.239 ac.
535. Derrick G. Coleman – 0.239 ac.
536. Alejandro Vieyra – 0.239 ac.
537. Glencrest–Wanda Hardy – 0.239 ac.
538. Unleased (Bethany Matlock) – 0.239 ac.
539. Guadalupe Montes – 0.339 ac.
540. Unleased (Ronald E Olman) – 0.346 ac.
541. Rojelio Martinez – 0.222 ac.
542. Mario Corpus – 0.222 ac.
543. Unleased (Heriberto V Sanchez) – 0.222 ac.
544. Agustin Alcantar – 0.222 ac.
545. Floyd Murillo – 0.222 ac.
546. Carlos L Murillo – 0.222 ac.
547. Carlos Murillo – 0.222 ac.
548. Alicia Labra – 0.222 ac.
549. Glencrest–Gilbert Martinez – 0.222 ac.
550. Jerry Birdwell – 0.222 ac.
551. Glencrest–Isaias Ceniceros – 0.222 ac.
552. Miguel Ruiz – 0.416 ac.
553. Jupiter Food Mart LLC – 0.357 ac.
554. Eddie Sanders – 0.815 ac.
555. Pauline A Bradshaw – 0.297 ac.
556. Shirley A. Daniel – 0.223 ac.
557. Luis M. Rodriguez – 0.223 ac.
558. Julia Palacios – 0.223 ac.
559. Peggy C. Starnes – 0.223 ac.
560. Leobardo Palomo – 0.223 ac.
561. Felix Vasquez – 0.223 ac.
562. Felix Vasquez – 0.223 ac.
563. Glencrest–Artemio Alvarado – 0.223 ac.
564. Maria Barbosa – 0.223 ac.
565. Ron Gore – 0.223 ac.
566. Anston Development Corporation – 0.223 ac.
567. Glencrest–Dorothy Ruiz – 0.223 ac.
568. Glencrest–Kenneth Releford – 0.348 ac.
569. City of Fort Worth – 0.322 ac.
570. S. R. Davidson Family LP – 0.217 ac.
571. Joaquin V Rios – 0.217 ac.
572. Eric E Johnson – 0.217 ac.
573. Elizabeth Escontrias – 0.217 ac.
574. Miguel A Mier – 0.217 ac.
575. Tiodulo Serna – 0.217 ac.
576. Akasha Inc – 0.217 ac.
577. Maxine Weaver – 0.217 ac.
578. S A Swanson Jr – 0.217 ac.
579. Unleased (Juan Munoz) – 0.318 ac.
580. City of Fort Worth – 0.322 ac.
581. Silvano Medina – 0.218 ac.
582. Unleased (Michael Frias) – 0.435 ac.
583. Michael Frias – 0.218 ac.
584. R B Hill & Associates LLC – 0.218 ac.
585. S A Swanson Jr – 0.218 ac.
586. S A Swanson Jr – 0.218 ac.
587. S A Swanson Jr – 0.218 ac.
588. S W Swanson Jr. – 0.218 ac.
589. Unleased (Juan V Munoz) – 0.320 ac.
590. Unleased (Christian's Community Center) – 2.580 ac.
591. Donald Scott – 5.534 ac.
592. Unleased (Lupe Vazquez) – 0.282 ac.
593. Glencrest–Maria G. Hernandez – 0.200 ac.
594. Glencrest–Manuel Hernandez – 0.200 ac.
595. Glencrest–Miguel Hernandez – 0.214 ac.
596. Capital Plus I Ltd – 0.200 ac.
597. Tanya Murphy & Johnnie M. Steptoe & Bettie J. Williams – 0.214 ac.
598. Jose Fernandez – 0.206 ac.
599. Glencrest–Jorge Vega – 0.206 ac.
600. Wichita Convenience Store Inc – 0.378 ac.
601. Mohammad Hamad – 1.058 ac.
602. Joel Benitez – 0.281 ac.
603. Pedro Montalvo – 0.200 ac.
604. Armando Hernandez – 0.206 ac.
605. Glencrest–Carlos A Sanabria – 0.206 ac.
606. Glencrest–Isidro Mulgado – 0.206 ac.
607. Trans–Atlas Financial Inc. – 0.206 ac.
608. Gwendolyn M Hammon – 0.206 ac.
609. Capital Plus I Ltd – 0.208 ac.
610. James Skeen – 0.476 ac.
611. Unleased (Bobby Boone Jr) – 0.552 ac.
612. Alan Blakeman – 0.622 ac.
613. Nighat Miani – 0.227 ac.
614. Rafael Garcia – 0.213 ac.
615. Guadalupe Montes – 0.213 ac.
616. Mary I Thomas – 0.213 ac.
617. Laverne Fennell – 0.213 ac.
618. James E Beck – 0.213 ac.
619. Armando V Acevedo – 0.213 ac.
620. Vincente Mulgado – 0.286 ac.
621. James Skeen – 0.323 ac.
622. Gladys J Lilly – 0.220 ac.
623. Trina L Lewis – 0.200 ac.
624. Hollis G. Sloan Estate – 0.200 ac.
625. Unleased (Juana Hernandez) – 0.200 ac.
626. DeSorrow Golden – 0.200 ac.
627. Jesus E Mendoza – 0.200 ac.
628. Simmie J. Lowery Sr. – 0.200 ac.
629. Sonh Hong Tang & Huong Thi Tran – 0.253 ac.
630. Annie L Robinson – 0.320 ac.
631. Glencrest–Pete Swaringen – 0.212 ac.
632. Raymond Mims Sr – 0.216 ac.
633. Essie Fontenot – 0.221 ac.
634. Armando Acevedo – 0.225 ac.
635. Glencrest–J Guadalupe Murillo – 0.225 ac.
636. Pascula M Ramirez – 0.243 ac.
637. Unleased (I E Stevens) – 0.468 ac.
638. Willie D Reed – 0.212 ac.
639. Glencrest–Michelle Fontenot – 0.212 ac.
640. Jose M Stewart – 0.293 ac.
641. Everardo A Vega – 0.316 ac.
642. Mary E Brown – 0.316 ac.
643. Unleased (Antonio Jiminez) – 0.277 ac.
644. 7 C's Investments LLC – 0.290 ac.
645. Fernando Sandoval – 0.209 ac.
646. Bernardo Pina – 0.220 ac.
647. Jose Luis Cuevas – 0.220 ac.
648. Christina Garcia – 0.265 ac.
649. Fort Worth ISD – 14.677 ac.
650. Unleased (James A Butler) – 0.681 ac.
651. Moises Diaz – 1.096 ac.
652. Life Fellowship International Inc – 0.832 ac.
653. Brenda Myatt – 1.837 ac.
654. Concord Baptist Church – 1.362 ac.
655. James Skeen – 0.616 ac.
656. James Skeen – 0.612 ac.
657. Edward Higgins – 0.493 ac.
658. Glencrest–Hector Lopez – 0.310 ac.
659. Jose L. Samano – 0.310 ac.
660. Glencrest–Martin Lopez – 0.310 ac.
661. Ronald G Griffith – 0.310 ac.
662. Yolanda A Zavala – 0.620 ac.
663. Kelvin E Johnson – 0.310 ac.
664. Violeta Gonzales – 0.310 ac.
665. Tim Murray – 0.362 ac.
666. Martin Ruiz – 0.374 ac.
667. Maria R Ramirez – 0.213 ac.
668. Glencrest–Larry D Gipson – 0.213 ac.
669. Shirley D. Bates – 0.222 ac.
670. Ronnie Galindo – 0.221 ac.
671. Maria A. Contreras – 0.221 ac.
672. Leonel Dominguez – 0.221 ac.
673. Isias G. Castaneda – 0.221 ac.
674. Imelda M Sandoval – 0.221 ac.
675. Serafin Sandoval – 0.221 ac.
676. Unleased (Benito Oritz) – 0.374 ac.
677. Unleased (J. Jesus Munoz) – 0.249 ac.
678. Glencrest–Jerry L Ezell – 0.281 ac.
679. Sandra K Pastre – 0.241 ac.
680. Unleased (Barbara A Sloan) – 0.241 ac.
681. Benjamin Martinez Jr – 0.241 ac.
682. Unleased (Barbara A Sloan) – 0.241 ac.
683. Pine Ridge Realty LLC – 0.241 ac.
684. Maria Aguero – 0.241 ac.
685. Arturo Murillo – 0.241 ac.
686. Adela Lopez – 0.241 ac.
687. Adrian D Macias – 0.382 ac.
688. Glencrest–William H Jefferson – 0.871 ac.
689. Glencrest–Jose Varo–Valencia & Abraham B. Varo – 0.312 ac.
690. New York Bankers – 0.312 ac.
691. Jose J Medrano – 0.312 ac.
692. Drusilla G. Walker – 0.312 ac.
693. Glencrest–Dolores Garces – 0.543 ac.
694. Glencrest–Bobbie J Robinson – 0.456 ac.
695. Antonio Villegas – 0.262 ac.
696. Unleased (Claudina Sanchez) – 0.262 ac.
697. Rosaura Rosales – 0.262 ac.
698. Vania Rosales – 0.262 ac.
699. Lee R. Gann Jr. – 0.234 ac.
700. Unleased (Luceille W Thomas) – 0.331 ac.
701. Julia E Colehour – 0.221 ac.
702. Juan Sandoval – 0.337 ac.
703. Angel G Murillo – 0.221 ac.
704. Robert H Yorek – 0.221 ac.
705. Patsy K Bergeron – 0.337 ac.
706. Unleased (Johnny Cummings) – 0.237 ac.
707. Metro Royalty Inc. – 0.265 ac.
708. Isaac Zamarripa – 0.265 ac.
709. Joe A Trevino – 0.265 ac.
710. Maria Contreras – 0.255 ac.
711. Jose G Dominguez – 0.399 ac.
712. Jose L. Galicia – 0.408 ac.
713. Glencrest–Dwayne M McDowell – 0.254 ac.
714. Lilly J Gladys – 0.262 ac.
715. Adan Jimenez – 0.265 ac.
716. Raymond Munoz – 0.265 ac.
717. Linda J Peabody – 0.237 ac.
718. Unleased (Jack B Smith Jr) – 0.232 ac.
719. Lorene E Harwell – 0.231 ac.
720. Unleased (W C Benton Jr) – 0.231 ac.
721. Approved Properties LLC – 0.231 ac.
722. Unleased (Bertin Moreno) – 0.231 ac.
723. Bobbie E Moore – 0.230 ac.
724. Juan L Sandoval – 0.230 ac.
725. Casa Santa LP – 0.231 ac.
726. Glencrest–Erma J Burger – 0.212 ac.
727. Glencrest–Maria R Dominguez – 0.233 ac.
728. Glencrest–Rafael Vazquez – 0.433 ac.
729. Glencrest–Luis B Montanez – 0.247 ac.
730. Jacob Galindo – 0.367 ac.
731. Craig Kautsch – 0.200 ac.
732. Arturo Almanza – 0.200 ac.
733. Hollis G. Sloan Estate – 0.200 ac.
734. Patrick E Buentello – 0.200 ac.
735. New York Holdings LLC – 0.200 ac.
736. Patricia Aguilera – 0.200 ac.
737. Mateo P Buentello – 0.200 ac.
738. Juanita Watkins & Gary W. Watkins & Anita K. Womack – 0.200 ac.
739. Paulo Ortiz – 0.200 ac.
740. Juan Mora – 0.316 ac.
741. Savannah M Banks – 0.279 ac.
742. Unleased (Jimmy D Miller) – 0.273 ac.
743. Glencrest–Royal Johnson – 0.273 ac.
744. Unleased (Ricardo Hurd) – 0.273 ac.
745. Esteban N Valadez – 0.277 ac.
746. Juan L Yanez – 0.269 ac.
747. Unleased (Adrian Valdez) – 0.273 ac.
748. Glencrest–Abraham Parramore – 0.273 ac.
749. Theodore Jones – 0.683 ac.
750. Unleased (Bob Bowland) – 0.402 ac.
751. Joel Pena – 0.268 ac.
752. Hollis G. Sloan Estate – 0.268 ac.
753. Unleased (City of Fort Worth) – 0.268 ac.
754. Unleased (Silvester Silva) – 0.268 ac.
755. Unleased (Silvester Silva) – 0.268 ac.
756. Unleased (Silvester Silva) – 0.268 ac.
757. Eva A. Vieyra – 0.268 ac.
758. Unleased (Silvester Silva) – 0.268 ac.
759. Don L. Ellis Jr. – 0.295 ac.
760. Metropolitan Church of Christ – 3.077 ac.
761. Glencrest–Leonardo Granados – 0.268 ac.
762. Victor Perez – 0.268 ac.
763. Unleased (Garrick Pitts) – 0.268 ac.
764. Toro Investments LLC – 0.268 ac.
765. Alejandro Garcia – 0.268 ac.
766. Efrain Fernandez – 0.268 ac.
767. Glencrest–Vickie L Marshall – 0.268 ac.
768. Ola Mae Johnson – 0.268 ac.
769. Unleased (Jacqueline Alexander) – 0.402 ac.
770. Beatriz Mendez – 0.396 ac.
771. Ignacio Gonzales & Maria G. Gonzales – 0.223 ac.
772. Kendall L Killian – 0.202 ac.

Total Acreage – 315.081 ac.
Total Unleased – 45.311 ac.
Total Leased – 269.770 ac.

Conatser South Unleased Tract:
A. IBC Sales Corp., Block 1, N300' of Lot 1 & 2, Forest Hills Addition

REGISTERED PROFESSIONAL SURVEYORS
HERBERT S. BEASLEY
LAND SURVEYORS L.P.
• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
P. O. BOX 8873
FORT WORTH, TEXAS 76124
METRO 817-429-0194
FAX 817-446-5488

Well Plat
Conatser North. Well 2H
CHESAPEAKE OPERATING. INC.
269.770 Leased Acre Conatser North
Forest Hill, Tarrant County, Texas.



REGISTERED PROFESSIONAL SURVEYORS

HERBERT S. BEASLEY

LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING

P. O. BOX 8873
FORT WORTH, TEXAS 76124

METRO 817-429-0194
FAX 817-446-5488

Total Acreage – 315.081 ac.
Total Unleased – 45.311 ac.
Total Leased – 269.770 ac.

NAD27 TxNC-SHL
X: 2068254.460
Y: 368294.090
LAT: 32.678822°
LON: -97.278167°

NAD83 TxNC-SHL
N: 6932134.073
E: 2344331.714
LAT: 32.678954°
LON: -97.278460°

NAD TxNC-PP/PUPP
X: 2068016.842
Y: 368259.731
LAT: 32.678728°
LON: -97.278939°

NAD TxNC-PLPP/BHL
X: 2068030.029
Y: 373259.578
LAT: 32.692472°
LON: -97.278864°

STATE OF TEXAS
DICK S. JONES
5524
REGISTERED PROFESSIONAL LAND SURVEYOR

Prepared 30 March 2012
Revised 3 April 2012

Well Plat
Conatser North. Well 2H
CHESAPEAKE OPERATING. INC.
269.770 Leased Acre Conatser North
Forest Hill, Tarrant County, Texas.

CHK-Conatser North 2H Rule37.dwg

#2H 42-439-36313 # 36477 #5-36478

API No. #1 42-439-36312

Drilling Permit # 725983

SWR Exception Case/Docket No.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

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

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

FORM W-1 07/2004

Permit Status: Approved

1. RRC Operator No.: 147715

2. Operator's Name (as shown on form P-5, Organization Report): CHESAPEAKE OPERATING, INC.

3. Operator Address (include street, city, state, zip): ATTN CHRISTIAN COMBS, PO BOX 18496, OKLAHOMA CITY, OK 73154

4. Lease Name: CONATSER NORTH

5. Well No.: 1H

GENERAL INFORMATION

6. Purpose of filing (mark ALL appropriate boxes): [X] New Drill [ ] Recompletion [ ] Reclass [ ] Field Transfer [ ] Re-Enter [ ] Amended [ ] Amended as Drilled (BHL) (Also File Form W-1D)

7. Wellbore Profile (mark ALL appropriate boxes): [ ] Vertical [X] Horizontal (Also File Form W-1H) [ ] Directional (Also File Form W-1D) [ ] Sidetrack

8. Total Depth: 9000

9. Do you have the right to develop the minerals under any right-of-way ? [X] Yes [ ] No

10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? [ ] Yes [X] No

SURFACE LOCATION AND ACREAGE INFORMATION

11. RRC District No.: 05

12. County: TARRANT

13. Surface Location: [X] Land [ ] Bay/Estuary [ ] Inland Waterway [ ] Offshore

14. This well is to be located 0 miles in a Within direction from Forest Hill which is the nearest town in the county of the well site.

15. Section:

16. Block:

17. Survey: HORN, M

18. Abstract No.: A-691

19. Distance to nearest lease line: 330 ft.

20. Number of contiguous acres in lease, pooled unit, or unitized tract: 44.84

21. Lease Perpendiculars: 70 ft from the S line and 681 ft from the NW line.

22. Survey Perpendiculars: 447 ft from the S line and 569 ft from the W line.

23. Is this a pooled unit? [ ] Yes [X] No

24. Unitization Docket No:

25. Are you applying for Substandard Acreage Field? [ ] Yes (attach Form W-1A) [X] No

FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.

26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)	29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	32. Number of Wells on this lease in this Reservoir
09	65280200	NEWARK, EAST (BARNETT SHALE)	Oil or Gas Well	7216	0.00	1

BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)

Remarks

Certificate:

I certify that information stated in this application is true and complete, to the best of my knowledge.

Bill Spencer, Consultant — Name of filer

Oct 10, 2011 — Date submitted

(512)9181062 — Phone

bill@spencerconsulting.org — E-mail Address (OPTIONAL)

RRC Use Only Data Validation Time Stamp: Oct 11, 2011 4:53 PM('As Approved' Version)

Permit Status: Approved

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

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

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

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

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

Permit # 725983

Approved Date: Oct 11, 2011

1. RRC Operator No.	2. Operator's Name (exactly as shown on form P-5, Organization Report)	3. Lease Name	4. Well No.
147715	CHESAPEAKE OPERATING, INC.	CONATSER NORTH	1H

Lateral Drainhole Location Information

5. Field as shown on Form W-1: NEWARK, EAST (BARNETT SHALE) (Field # 65280200, RRC District 09)

6. Section	7. Block	8. Survey	9. Abstract	10. County of BHL
		HORN, M	691	TARRANT

11. Terminus Lease Line Perpendiculars
330 ft. from the NE line, and 346 ft. from the NW line

12. Terminus Survey Line Perpendiculars
421 ft. from the W line, and 1005 ft. from the S line

13. Penetration Point Lease Line Perpendiculars
330 ft. from the S line, and 330 ft. from the NE line

W/O Chesapeake

From: Beverly Boyd
To: Wilson, Lee Anne
Date: 5/8/2012 7:35 AM
Subject: Re: Fwd: GLO Conatser North

Lee Anne,
I need a plat of the unit. The State lease number. This unit does not show the State lease in the exhibit. Is this the final DPU or has it been amended. The total unit acres (315.081?), and the total State acres in the lease? Maybe the division order will be completed by the time you get me this.

Thanks and call me anytime you have a question.
Beverly

>>> Lee Anne Wilson <lawilson33@aol.com> 5/7/2012 11:13 AM >>>
Beverly:

Here is the Designation of Pooled Unit for the Conatser North unit that you requested a month or so ago. If there is anything else you need on this unit, please let me know. Division orders are pending.

Also I am sending you the original oil and gas leases for Nautilus and Conatser North back this week. I know you said a certified copy was all you needed but we have the originals so will send them back. Thank you so much for all your help!

If there is anything additional you need, please let me know!

Lee Anne Wilson
Turner Oil & Gas Properties, Inc.
3232 West Britton Road, Suite 200
Oklahoma City, OK 73120
Direct Line: (405) 820-4671
Facsimile: (405) 525-5486
E-mail: lawilson33@aol.com

-----Original Message-----
From: Katherine Burns <katherine.burns@chk.com>
To: 'Lee Anne Wilson' <lawilson33@aol.com>; Jerad Abbott <jerad.abbott@chk.com>
Sent: Mon, Apr 30, 2012 8:48 am
Subject: RE: GLO Conatser North

Here is the recorded.

From: Lee Anne Wilson [mailto:lawilson33@aol.com]
Sent: Thursday, February 16, 2012 11:17 AM
To: Jerad Abbott
Cc: Katherine Burns
Subject: Fwd: GLO Conatser North

Jerad/Katherine:

The GLO is requested the DPU for Conatser North. Will you forward that to me as soon as it is filed? Thanks!

Lee Anne Wilson

Turner Oil & Gas Properties, Inc.
3232 West Britton Road, Suite 200
Oklahoma City, OK 73120
Direct Line: (405) 820-4671
Facsimile: (405) 525-5486
E-mail: lawilson33@aol.com

-----Original Message-----
From: Nick Henthorn <nickhenthorn@gmail.com>
To: Lee Anne Wilson <lawilson33@aol.com>
Sent: Thu, Feb 16, 2012 10:44 am
Subject: GLO Conatser North
Lee Anne,

When the GLO sent the lease packet to us, they included on their cover letter a request for a copy of the filed Unit Designation. I understand this won't be available until very near the drill date but once it is can we get a copy to send to them? Let me know. Thanks,

Nick

--
Nick Henthorn
Petroleum Landman
Turner Oil & Gas Properties, Inc.
Henthorn Land Management
(405) 818-0156
nickhenthorn@gmail.com

This email (and attachments if any) is intended only for the use of the individual or entity to which it is addressed, and may contain information that is confidential or privileged and exempt from disclosure under applicable law. If the reader of this email is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by return email and destroy all copies of the email (and attachments if any).

#8

File No. MF 113694
Unit 5762
Conaster North Unit
Date Filed: 5-9-12
Jerry E. Patterson, Commissioner
By B Boyd

MF 113694
Unit 5762

DIVISION ORDER

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

PROPERTY NO:	632938
EFFECTIVE:	3/10/2013
PREPARED BY:	0
DATE PREPARED:	7/12/2013
PRODUCT/ZONE:	OIL & GAS

This agreement is made and entered into on July 12, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR	CHESAPEAKE OPERATING INC	OWNER NO:	1078595	INT TYPE:	2 (RI)
PROPERTY:	CONATSER NORTH 2H	OWNER:	**STATE OF TEXAS**		
LEGAL DESCRIPTION:	CLAIBORNE T HILLIARD, A-715	UNIT ACRES:	315.081000		
	TARRANT COUNTY, TEXAS	COMMENTS			

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
PA	6.532000	0.25000000	0.00518279	6.532000	0.25000000	0.00518279			

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than $100.00 may be accrued before disbursement until the total amount equals $100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than $10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/ TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	**CELL PHONE NUMBER**		**CORRESPONDENCE ADDRESS**
WORK PHONE NUMBER	**FAX NUMBER**		**EMAIL ADDRESS**

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS

File No. 113694

o DIVISION ORDER

Date Filed: 07/17/13

Jerry E. Patterson, Commissioner

By

MF 113694 Und 5762

RECEIVED RRC OF TEXAS
MAR 20 2018
OIL & GAS WELL COMPLIANCE AUSTIN, TX

RECEIVED RRC OF TEXAS
MAR 12 2018
OIL & GAS DIVISION KILGORE, TX

Plugging Record

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FORM W-3
Rev. 12/92 (99)

API No. (if available)	1. RRC District
42-439 36313	09

FILE IN DUPLICATE WITH DISTRICT OFFICE OF DISTRICT IN WHICH WELL IS LOCATED WITHIN THIRTY DAYS AFTER PLUGGING

4. RRC Lease or ID Number: 245986

2. FIELD NAME (as per RRC records): NEWARK, EAST (BARNETT SHALE)

3. Lease Name: Conatser North

5. Well Number: 2H

6. OPERATOR: TEP BARNETT USH, LLC

6a. Original Form W-1 filed in name of: Chesapeake Operating, Inc.

10. County: TARRANT

7. ADDRESS: 777 Main St. Ste 3100, Ft. Worth, Tx. 76102

6b. Any subsequent W-1's filed in name of:

11. Date Drilling Permit Issued: 10-11-11 ; 12/12/12

8. Location of well, relative to nearest lease boundaries of lease on which this well is located: 85 feet from South line and 628 feet from NW line of the Conastew North lease

12. Permit Number: 725984

9a. SECTION, BLOCK and SURVEY: M. Horn A-491

9b. Distance and direction from nearest town in this county: Within Forest Hill

13. Date Drilling Commenced: 4-26-12

16. Type Well (oil, gas, or dry)	Total Depth	If multiple completion list all field names and oil lease or gas id no.'s	Gas ID or Oil Lease #	Oil - O Gas - G	Well #
GAS	11,958	TVD - 7418			

14. Date Drilling Completed: 5-5-12

18. If gas, amt. of cond. on hand at time of plugging: 0

15. Date Well Plugged: 1-26-18

CEMENTING TO PLUG AND ABANDON DATA:	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7	PLUG #8
*19. Cementing Date	1-23-18	1-23-18	1-25-18	1-25-18	1-26-18			
20. Size of Hole or Pipe in which Plug Placed (inches)	5½	5½	5½	5½	5½			
21. Depth to Bottom of Tubing or Drill Pipe (ft.) CIBP @	6935	5568	3744	1616	13			
*22. Sacks of Cement Used (each plug)	5	25	25	25	5			
*23. Slurry Volume Pumped (cu. ft.)	4.9	33	33	33	4.6			
*24. Calculated Top of Plug (ft.)	6900	5398	3604		3			
25. Measured Top of Plug (if tagged) (ft.)				1230				
*26. Slurry Wt. # / Gal.	15.6	14.8	14.8	14.8	14.8			
*27. Type Cement	A	C	C	C	C			

28. CASING AND TUBING RECORD AFTER PLUGGING

SIZE	WT.# / FT.	PUT IN WELL (ft.)	LEFT IN WELL (ft.)	HOLE SIZE (in.)
9 5/8	36	1466	1466	12¼
5½	17	11,971	11,971	8¾-7⅞

29. Was any non-drillable material (other than casing) left in this well? ☐ Yes ☑ No

29a. If answer to above is "Yes" state depth to top of "junk" left in hole and briefly describe non-drillable material. (Use reverse side of form if more space is needed.)

30. LIST ALL OPEN HOLE AND/OR PERFORATED INTERVALS

FROM		TO		FROM	TO
FROM	7506	TO	11,852	FROM	TO
FROM		TO		FROM	TO
FROM		TO		FROM	TO
FROM		TO		FROM	TO

I have knowledge that the cementing operations, as reflected by the information found on this form, were performed as indicated by such information.
* Designates items to be completed by Cementing Company. Items not so designated shall be completed by operator.

RECEIVED RRC OF TEXAS AUG 10 2018 INFORMATION SERVICES

RECEIVED RRC OF TEXAS FEB 15 2018 OIL & GAS DIVISION KILGORE, TX

K. Smith
Signature of Cementer or Authorized Representative

Petrosmith Equipment LP
Name of Cementing Company

CERTIFICATE:
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Brady Stewart — REPRESENTATIVE OF COMPANY

Regulatory Specialist — TITLE

2/6/18 — DATE

PHONE 817 720.1125 — A/C NUMBER

197

SIGNATURE: REPRESENTATIVE OF RAILROAD COMMISSION

3-12-18

31. Was well filled with mud - laden fluid, according to the regulations of the Railroad Commission?	☑ Yes ☐ No	32. How was mud applied? Sump	33. Mud Weight 9.5 LBS/GAL
34. Total Depth 11,955 Depth of Deepest Fresh Water 1350+20	Other Fresh Water Zones by T.D.W.R. TOP / BOTTOM	35. Have all abandoned wells on this lease been plugged according to R R C Rules?	☑ Yes ☐ No
		36. If No, Explain	

37. Name and address of cementing or service company who mixed and pumped cement plugs in this well: Petrosmith Equipment LP, P.O. Box 6291, Abilene, Tx. 79608

Date RRC District Office notified of plugging: 1-22-18

38. Name(s) and address(es) of surface owners of well site

Conatser Construction TX LP
5327 Wichita St
Forest Hill, TX 76119

39. Was notice given before plugging to the above?

Yes

FILL IN BELOW FOR DRY HOLES ONLY

40. For dry holes, this form must be accompanied by either a driller's, electric, radioactivity, or acoustical/sonic log or such log must be released to a commercial log service.

☐ Log Attached ☐ Log released to _____ Date _____

Type Logs:

☐ Driller's ☐ Electric ☐ Radioactivity ☐ Acoustical / Sonic

1. Date FORM P-8 (Special Clearance) filed:

2. Amount of oil produced prior to plugging _____ bbls *

File FORM P-1 (Oil Production Report) for month this oil was produced

R R C USE ONLY

Nearest field _____

REMARKS Ran Cement Bond Log! TOC: 400'

HL coordinates: NAD 27; 32.678822 ; -97.278167

25 sacks @ 3604' was approved by the RRC (we called). We cut 5 ½ @ 1520', tried to squeeze cement, pressured up, spotted 25 sacks as per RRC.

RRC ONLINE SYSTEM

Production Reports

PR Queries Home New Lease ID's Built Query

Query Results Production by Lease

Current Operator:	**TEP BARNETT USA, LLC (842986)**	District:	**09**
Field:	**NEWARK, EAST (BARNETT SHALE)**	**RRC Identifier:**	**265986**
Lease:	**CONATSER NORTH**	**Gas Well #:**	**2H**
Prod Month Range:	**Oct 2014 - Apr 2022**	**Lease Type:**	**Gas**

Return

Showing: 1 - 12 of **91** results

Oil/Condensate (Whole Barrels)							Gas/Casinghead Gas - MCF		
Prod Month	Commingle Permit No.	On Hand Beginning of Month	Production	Disposition		On Hand End of Month	Formation Production	Disposition	
				Volume	Code			Volume	Code
10/2014		0	0			0	13,322	13,322	02
11/2014		0	0			0	1,570	1,570	02
12/2014		0	0			0	0		
01/2015		0	0			0	0		
02/2015		0	0			0	0		
03/2015		0	0			0	0		
04/2015		0	0			0	0		
05/2015		0	0			0	0		
06/2015		0	0			0	0		
07/2015		0	0			0	0		
08/2015		0	0			0	0		
09/2015		0	0			0	0		

Return

[Next >] | Page: **1** 2 3 4 5 6 7 8 of 8

Lease Comments

none

RRC ONLINE SYSTEM

Production Reports

PR Queries Home New Lease ID's Built Query

Query Results Production by Lease

Current Operator:	**TEP BARNETT USA, LLC (842986)**	District:	**09**
Field:	**NEWARK, EAST (BARNETT SHALE)**	**RRC Identifier:**	**265986**
Lease:	**CONATSER NORTH**	**Gas Well #:**	**2H**
Prod Month Range:	**Oct 2014 - Apr 2022**	**Lease Type:**	**Gas**

Return

Showing: 13 - 24 of **91** results

Oil/Condensate (Whole Barrels)							Gas/Casinghead Gas - MCF		
Prod Month	Commingle Permit No.	On Hand Beginning of Month	Production	Disposition		On Hand End of Month	Formation Production	Disposition	
				Volume	Code			Volume	Code
10/2015		0	0			0	0		
11/2015		0	0			0	0		
12/2015		0	0			0	0		
01/2016		0	0			0	0		
02/2016		0	0			0	0		
03/2016		0	0			0	0		
04/2016		0	0			0	0		
05/2016		0	0			0	0		
06/2016		0	0			0	0		
07/2016		0	0			0	0		
08/2016		0	0			0	0		
09/2016		0	0			0	0		

Return

[< Previous] [Next >] | Page: 1 **2** 3 4 5 6 7 8 of 8

Lease Comments

none

RRC ONLINE SYSTEM

Production Reports

PR Queries Home New Lease ID's Built Query

Query Results Production by Lease

Current Operator:	**TEP BARNETT USA, LLC (842986)**	District:	**09**
Field:	**NEWARK, EAST (BARNETT SHALE)**	**RRC Identifier:**	**265986**
Lease:	**CONATSER NORTH**	**Gas Well #:**	**2H**
Prod Month Range:	**Oct 2014 - Apr 2022**	**Lease Type:**	**Gas**

Return

Showing: 25 - 36 of **91** results

Oil/Condensate (Whole Barrels)							Gas/Casinghead Gas - MCF		
				Disposition				Disposition	
Prod Month	Commingle Permit No.	On Hand Beginning of Month	Production	Volume	Code	On Hand End of Month	Formation Production	Volume	Code
10/2016		0	0			0	0		
11/2016		0	0			0	0		
12/2016		0	0			0	0		
01/2017		0	0			0	0		
02/2017		0	0			0	0		
03/2017		0	0			0	0		
04/2017		0	0			0	0		
05/2017		0	0			0	0		
06/2017		0	0			0	0		
07/2017		0	0			0	0		
08/2017		0	0			0	0		
09/2017		0	0			0	0		

Return

[< Previous] [Next >] | Page: 1 2 **3** 4 5 6 7 8 of 8

Lease Comments

none

RRC ONLINE SYSTEM

Production Reports

PR Queries Home New Lease ID's Built Query

Query Results Production by Lease

Current Operator: TEP BARNETT USA, LLC (842986)
Field: NEWARK, EAST (BARNETT SHALE)
Lease: CONATSER NORTH
Prod Month Range: Oct 2014 - Apr 2022

District: 09
RRC Identifier: 265986
Gas Well #: 2H
Lease Type: Gas

Return

Showing: 37 - 48 of **91** results

Oil/Condensate (Whole Barrels)							Gas/Casinghead Gas - MCF		
Prod Month	Commingle Permit No.	On Hand Beginning of Month	Production	Disposition		On Hand End of Month	Formation Production	Disposition	
				Volume	Code			Volume	Code
10/2017		0	0			0	0		
11/2017		0	0			0	0		
12/2017		0	0			0	0		
01/2018		0	0			0	0		
02/2018		0	0			0	0		
03/2018		NOT ON SCHEDULE							
04/2018		NOT ON SCHEDULE							
05/2018		NOT ON SCHEDULE							
06/2018		NOT ON SCHEDULE							
07/2018		NOT ON SCHEDULE							
08/2018		NOT ON SCHEDULE							
09/2018		NOT ON SCHEDULE							

Return

[< Previous] [Next >] | Page: 1 2 3 **4** 5 6 7 8 of 8

Lease Comments

none

10.

File No. MF 1136094

W3 Plugging & Production County Reports

Date Filed: 5/23/22

George P. Bush, Commissioner

By SSD