

MF115440

~~7176~~
12842
Inut 12845
12847
12853

State Lease MF115440 Control 65-902205 Base File County TARRANT

Survey TARRANT COUNTY ROADS
Block
Block Name
Township
Section/Tract
Land Part RAMEY AVENUE
Part Description
Acres 0.99
Depth Below Depth Above Depth Other

Leasing: SSP
Analyst: JA
Maps: RL
GIS: ZU
DocuShare: _____

Name CHESAPEAKE EXPLORATION, LLC
Lease Date 7/16/2013
Primary Term 1 yrs
Bonus (\$) \$14,850.00
Rental (\$) \$0.00
Lease Royalty 0.2500



CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff



CONTENTS OF FILE NO. MF- 115440

- 1 Application & Checklist 6/25/13 ^{SSD}
- 2 Oil & Gas Lease 7/16/13 ^{SSD}
- 3 Cover letter, bonus, fees 6/25/13 ^{SSD}
- 4 Plat 6/25/13 ^{SSD}
- 5 Affidavit of Highest Consideration 6/25/13 ^{SSD}
- 6 Source Deeds Record 6/25/13 ^{SSD}
- 7 Adjacent lease schedule 6-25-13 ^{SSD}
- 8 Final Letter 8-7-13 ^{SSD}

9.) Unit # 7176, Mount Tabor
10/24/14

Scanned W 11.17.2014
See MF 105814 #32, Arjish 10291
Cherapeake (T) Total 6-26-17

Scanned Pt 7-10-2017
(T) Division Order 5/6/19

Scanned Pt 5-14-2019
11. Unit 12842 8/10/23

- Mt. Tabor Unit (5th Amend)
- 12. Unit 12845
- 13. Unit 12847
- 14. Unit 12853

Scanned sm 09/12/2023
see MF 115292 #13 Division Order

Scanned WM 11.28.2023

GLO USE ONLY

STATE LEASE

MF-115440

F



RECEIVED
6/25/13

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised Sept 2011

LESSEE Chesapeake Exploration, L.L.C., an Oklahoma Limited Liability Company

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

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

HIGHEST ADJACENT BONUS PER ACRE PAID \$ 15,000.00 NET ACRES 0.99

TOTAL CONSIDERATION TO COMMISSIONER OF GENERAL LAND OFFICE

\$ 14,850.00 Paid 6/24/13
[bonus amount] [date]

\$ 222.75 Paid 6/24/13
[sales fee] [date]

TERM [General Land Office will determine the Term based on remaining term of adjacent leases]

1 year

HIGHEST ADJACENT LEASE ROYALTY RATE 25%

HIGHEST ADJACENT LEASE SHUT-IN ROYALTY \$5000/well

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

TOTAL GROSS ACRES IN PROPOSED LEASE 0.99 TOTAL NET ACRES IN PROPOSED LEASE 0.99

COUNTY Tarrant

ALL NAMES OF ROAD/HIGHWAY/STREET BEING LEASED:

Ramey Avenue

Ramey Avenue

FULL DESCRIPTION [Abstract, Block, Township, Section]

See attached Exhibit A

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.

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

G. J. Ashabranner
Survey, A-7



APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised Sept 2011

CHECKLIST

- 1. Cover letter
- 2. Application for Highway Right of Way (HROW) Lease
- 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.]
- 4. Processing fee – check attached
- 5. Check to Commissioner of General Land Office for total consideration.
- 6. Check to Commissioner of General Land Office for 1-1/2% sales fee.
- 7. Executed Waivers of Preferential Right to Lease, if necessary.
- 8. Executed Affidavit of Consideration
- 9. Copies of all highway deeds, clipped together
- 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.
- 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:

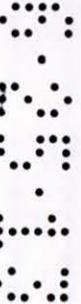
George Martin
Texas General Land Office
1700 N Congress, Suite 840
Austin TX 78701

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



01090

1.

File No. MF 115440
Application + Checklist

Date Filed: 6/25/13
Jerry E. Patterson, Commissioner

By SSD

The State of Texas



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. MF 115440
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Chesapeake Exploration, LLC**, whose address is **PO Box 18496, Oklahoma City, OK 73154** hereinafter called "Lessee".

1. Lessor, in consideration of **Fourteen Thousand Eight Hundred Fifty Dollars and 00/100s (\$ 14,850.00)**, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant**, State of Texas, and is described as follows:

0.99 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 **0.99 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 **July 16, 2013** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. **Royalties:** As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **25%** part of all oil produced and saved by Lessee from said land, or from time to

time, at the option of Lessee, to pay Lessor the average posted market price of such **25%** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

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

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

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

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **\$ 5,000.00**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner: Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00, whichever is greater. In addition to a penalty, royalties shall

accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. **Pooling:** (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

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

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

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

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

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

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

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

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

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

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

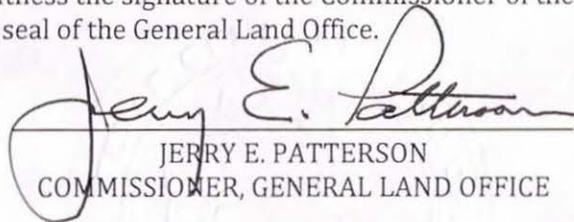
13. **Surface:** Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional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

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

15. **Forfeiture:** If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land

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

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


JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:

ML: 

DC: 

CC: 

Exhibit A

LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS
P. O. Box 2037 - 1408 West Main Street
Brenham, Texas 77834-2037
(979) 836-6677 - Fax (979) 836-1177

2491-12

CHESAPEAKE OPERATING, INC.
MOUNT TABOR TRACT 1102
TARRANT COUNTY, TEXAS

Being 0.99 acre of land, more or less, lying and being situated in The City of Fort Worth, Tarrant County, Texas in the G. J. Ashabranner Survey, A-7, being all of those tracts described in deeds to the City of Fort Worth, in Volume 4461, Page 439, Volume 4451, Page 766, Volume 4431, Page 200, Volume 4461, Page 469, Volume 4473, Page 227, Volume 4443, Page 854, Volume 4431, Page 206, Volume 4461, Page 454, Volume 4443, Page 796, Volume 4451, Page 800, Volume 4443, Page 843, Volume 4431, Page 203, Volume 4443, Page 812, Volume 4473, Page 216, Volume 4451, Page 746, Volume 4461, Page 466, Volume 4443, Page 857, Volume 4469, Page 738, Volume 4473, Page 225, Volume 4443, Page 766, and in Volume 4431, Page 174, Deed Records of Tarrant County, Texas, and all of a tract described under Cause Number 65003, Records of The County Court at Law of Tarrant County, Texas, and being a portion of Ramey Avenue Right-of-Way, said 0.99 acre being more particularly described as follows:

BEGINNING at the centerline intersection of Ramey Avenue and Miller Avenue, for the northwest corner of this tract and having Texas Coordinate System of 1927 Values of X=2,073,017.6 and Y=383,694.8;

THENCE along northerly lines of this tract, being in Ramey Avenue, as follows:
South 89 degrees 32 minutes 07 seconds East, 976.02 feet; and
South 89 degrees 30 minutes 13 seconds East, 556.09 feet to the northeast corner of this unit;

THENCE South 00 degrees 08 minutes 47 seconds West, along the east line of this tract, 25.34 feet to the southeast corner of this tract;

THENCE North 89 degrees 44 minutes 21 seconds West, along the south line of this tract, 1532.06 feet to the southwest corner of this tract;

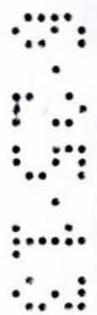
THENCE North 00 degrees 06 minutes 26 seconds East, along the west line of this tract, 31.10 feet to the PLACE OF BEGINNING, containing 0.99 ACRE of land, more or less.

Reference is hereby made to a separate plat of the subject unit.
Bearings are based on the Texas Coordinate System of 1927, North Central Zone 4202, as obtained by GPS observations.

Prepared for Chesapeake Operating, Inc. by Lampe Surveying, Inc from a partial on the ground survey, deeds, plats and other instruments furnished by Chesapeake Operating, Inc.

Dated this the 20th day of February, 2012.


Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc



JAMES
TUELL
A-1530

GEORGE W
COONROD
A-292

MILLER

RAMEY ST

ROBERT
R RAMEY
A-1342

GEORGE J
ASHABRANNER
A-7

TARRANT
County

DALLAS
County

Highway Right-of-Way
Plat of Ramey Ave.
MF115440
0.99 acres
Tarrant County, Texas

360 180 0 360 Feet



Exhibit B

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
July 2013

File No. MF 115440
Oil + Gas Lease

Date Filed: 7/16/13
Jerry E. Patterson, Commissioner

By SSD



Martin J. Howell
Associate Landman, Barnett District

June 24, 2012

Mr. George Martin
Texas General Land Office
1700 N. Congress Ave.
Austin, TX 78701

Re: Written Application to lease Right-of-Way lands under **Ramey Avenue** right-of-way

Dear Mr. Martin:

This letter is to serve as a written application to lease the **Ramey Avenue** right-of-way land situated in Tarrant County, Texas, and being described and displayed in the attached. I have included the following to comply with your Office's requirements for the application:

1. The names and addresses of the adjacent mineral owners;
2. Copies of the leases on lands adjacent to the subject right-of-ways;
3. A notarized affidavit of consideration;
4. Copies of the City of Fort Worth deeds which revert the lands under the right-of-ways to the State of Texas;

Thank you for your time and consideration in this matter. If you have any questions or need additional information, I can be reached at (405)935-3220 or by e-mail at martin.howell@chk.com

Best regards,

Chesapeake Exploration, L.L.C.

Martin J. Howell

Enclosure(s)

Chesapeake Energy Corporation

P.O. Box 18496 • Oklahoma City, OK 73154-0496 • 6100 N. Western Avenue • Oklahoma City, OK 73118
405-935-3220 • fax 405-849-3220 • cell 405-698-7367 • martin.howell@chk.com

13712681

0008019 COMMISSIONER OF TX GENERAL

No. 5032728

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0196462	06/19/13	061913A	BARNETT CORE PR REC FEE	500.00
Total for check				X \$500.00

121

X

13712681

0008019 COMMISSIONER OF TX GENERAL

No. 5032728

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0196462	06/19/13	061913A	BARNETT CORE PR REC FEE	500.00
Total for check				\$500.00

121

X

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND WITH VOID PANTOGRAPH

CHESAPEAKE OPERATING, INC.
P.O. Box 18496, Oklahoma City, OK 73154-0496
(877) 245-1427

Comerica Bank
74-478/724

13712681 5032728

JUNE 20, 2013

Vendor No. 0008019

■ FIVE HUNDRED 00 /100 DOLLARS *****

\$500.00

PAY TO THE ORDER OF COMMISSIONER OF TX GENERAL
LAND OFFICE
1700 N CONGRESS AVE STE 840
AUSTIN TX 78701

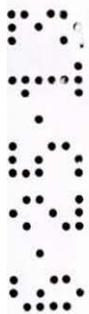
VOID AFTER 90 DAYS
NO THIRD PARTY ENDORSEMENTS

Jennifer M. Amisley

THIS DOCUMENT HAS A THERMOCHROMIC INK WITH A TRUE WATERMARK. HOLD TO LIGHT TO VIEW.

0005032728

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0196463	06/19/13	061913	BARNETT CORE PR LSE BNS	14850.00
			Total for check	X \$14,850.00



121

X

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0196463	06/19/13	061913	BARNETT CORE PR LSE BNS	14850.00
Total for check				X \$14,850.00

121

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND WITH VOID PANTOGRAPH

CHESAPEAKE OPERATING, INC.
P.O. Box 18496, Oklahoma City, OK 73154-0496
(877) 245-1427

Comerica Bank
74-478/724

13712682

5032727

JUNE 20, 2013

Vendor No. 0008019

■ FOURTEEN THOUSAND EIGHT HUNDRED FIFTY 00 /100 DOLLARS *****

\$14,850.00

PAY TO THE ORDER OF COMMISSIONER OF TX GENERAL
LAND OFFICE
1700 N CONGRESS AVE STE 840
AUSTIN TX 78701

VOID AFTER 90 DAYS
NO THIRD PARTY ENDORSEMENTS

Jennifer M. Amisberg

THIS DOCUMENT HAS A THERMOCHROMIC INK WITH A TRUE WATERMARK. HOLD TO LIGHT TO VIEW.

Chesapeake Operating, Inc.

13712683

0008019 COMMISSIONER OF TX GENERAL

No. 5032729

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0196542	06/19/13	061913B	BARNETT CORE PR SALES TAX FEE	222.75
Total for check				X \$222.75



121
X

13712683

0008019 COMMISSIONER OF TX GENERAL

No. 5032729

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0196542	06/19/13	061913B	BARNETT CORE PR SALES TAX FEE	222.75
Total for check				X \$222.75

121

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND WITH VOID PANTOGRAPH

CHESAPEAKE OPERATING, INC.
P.O. Box 18496, Oklahoma City, OK 73154-0496
(877) 245-1427

Comerica Bank
74-478/724

13712683

5032729

JUNE 20, 2013

Vendor No. 0008019

■ TWO HUNDRED TWENTY-TWO 75 /100 DOLLARS *****

\$222.75

PAY TO THE ORDER OF COMMISSIONER OF TX GENERAL
LAND OFFICE
1700 N CONGRESS AVE STE 840
AUSTIN TX 78701

VOID AFTER 90 DAYS
NO THIRD PARTY ENDORSEMENTS

Jennifer M. Amisley

THIS DOCUMENT HAS A THERMOCHROMIC INK WITH A TRUE WATERMARK. HOLD TO LIGHT TO VIEW.

0005032729

File No. MF 115440
Cover letter, bonus, fees

Date Filed: 6/25/13
Jerry E. Patterson, Commissioner

By SSD

05273

HROW Plat Transmittal Slip

Date to GIS 7/15/2013

SLB Date 7/16/2013

Aprox Due Date 7/22/2013

Lease Number MF 115440

County Tarrant

Road Name Ramey Ave.

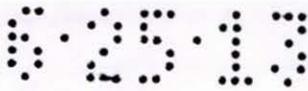
Acreage 0.99

- Abstract
- 1) G. J. Ashabranner Survey, A-7
 - 2) _____
 - 3) _____
 - 4) _____

Completed by _____ T Drive date _____

Proofed by GIS _____

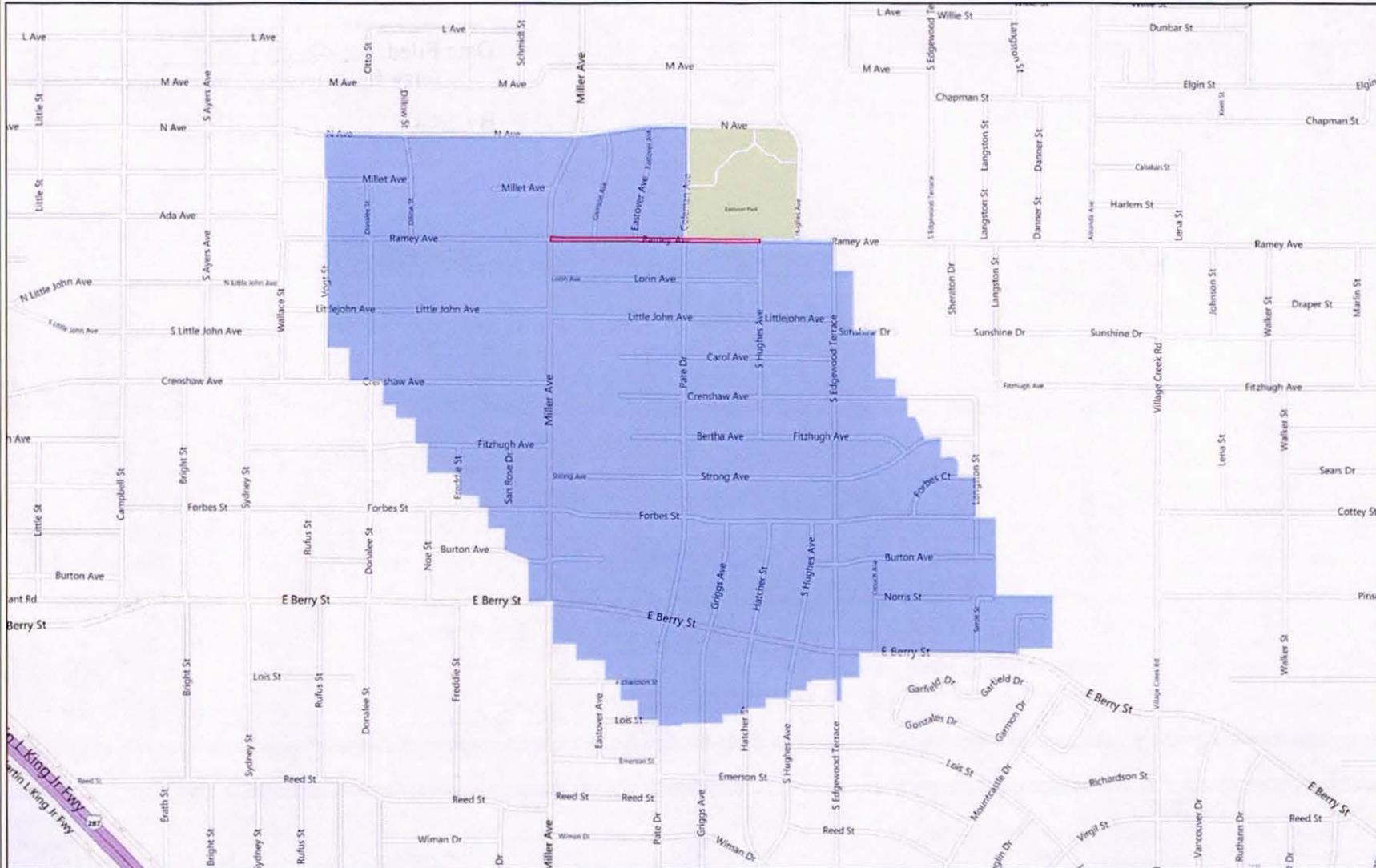
Proofed by Energy _____



Mount Tabor



Legend



1: 9,968



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Chesapeake Energy Corporation

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

01290

4.

File No. MF 115440
Plat

Date Filed: 6/25/13
Jerry E. Patterson, Commissioner

By SSD

AFFIDAVIT OF CONSIDERATION

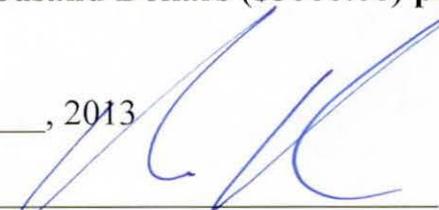
STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

PERSONALLY came and appeared before me, the undersigned Notary, the within named Martin Joseph Howell, who is a resident of Oklahoma County, State of Oklahoma, and makes this his/her statement and Affidavit of Consideration upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his/her knowledge:

The highest bonus per net mineral acre that Chesapeake Exploration L.L.C., an Oklahoma Limited Liability Company, has paid for a tract adjacent to the tract described in attached Exhibit "A" is **Fifteen Thousand Dollars (\$15,000.00)** per net mineral acre. The highest royalty percentage that Chesapeake Exploration L.L.C. an Oklahoma Limited Liability Company, has agreed to pay for a tract adjacent to the tract described in attached Exhibit "A" is **Twenty-Five percent (25%)**. The highest shut-in payment that Chesapeake Exploration L.L.C., an Oklahoma Limited Liability Company, has agreed to pay for a tract adjacent to the tract described in attached Exhibit "A" is **Five Thousand Dollars (\$5000.00) per shut in well.**

DATED this the 24 day of June, 2013



Signature of Affiant

SWORN to subscribed before me, this 24 day June, 2013





NOTARY PUBLIC

My Commission Expires:

11/28/15

RAMEY AVENUE

LEASED:

Basem N. Manneh
27666 Eucalyptus Court
Hayward, CA 94544

J.N. & Beverly Hester
P.O. Box 8622
Fort Worth, TX 76124

Adrian Martinez
300 Greenbriar Lane
Colleyville, TX 76034

Gary & Nancy Martin
6037 Robin Drive
Watauga, TX 76148

Margie L. Harris
2321 Eastover Avenue
Fort Worth, TX 76105

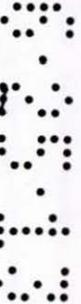
Ella L. Murray Taylor
5640 Maceo Lane
Fort Worth, TX 76112

Ganiu Bello
P.O. Box 14841
Fort Worth, TX 76117

Leobardo Romero
2921 Bomar Avenue
Fort Worth, TX 76103

Mary M. King
4216 Ramey Avenue
Fort Worth, TX 76105

Fred & Lily Andrews
3729 Selma Street
Fort Worth, TX 76111



The Hollis G. Sloan, Non-GST Exempt Trust,
Sean Wolfe, Trustee
2324 Winton Terrace West
Fort Worth, TX 76109

Randy & Lorraine Dukes
1100 Elizabeth Boulevard
Fort Worth, TX 76110

Barbara Flowers
4232 Ramey Avenue
Fort Worth, TX 76105

Francisco Javier Segura Camarena
5727 Cypress Road
Oxnard, CA 93033

Clarence McKelvey
4240 Ramey Avenue
Fort Worth, TX 76105

Floyd D. Craft
4244 Ramey Avenue
Fort Worth, TX 76105

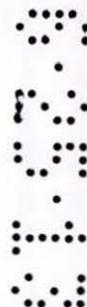
TDHB, Inc., A Texas Corporation
P.O. Box 211087
Bedford, TX 76095

Owen R. Haggard
4300 Ramey Avenue
Fort Worth, TX 76105

Jim Grow
P.O. Box 164126
Fort Worth, TX 76161

Charlie & Sandra Johnson
4308 Ramey Avenue
Fort Worth, TX 76105

Joe Lee & Dorothy Allen
4312 Ramey Avenue
Fort Worth, TX 76105



E.J. & Judy Ann Bacy
4320 Ramey Avenue
Fort Worth, TX 76105

Hilda M. Jones
4328 Ramey Avenue
Fort Worth, TX 76105

Greater Mount Tabor Christian Center, a Texas non-profit F/K/A Greater mount Tabor
Missionary Baptist Church
2513 South Edgewood Terrace
Fort Worth, TX 76105

City of Fort Worth
1000 Throckmorton
Fort Worth, TX 76102

UNLEASED:

Willie B. Gassaway
4208 Ramey Avenue
Fort Worth, TX 76105

Foxmen Properties Texas, L.L.C.
5520 E. Lancaster Avenue
Fort Worth, TX 76112

Bird & Doll Enterprises, Inc.
P.O. Box 8139
Fort Worth, TX 76124

Jose C. Rosas
4324 Ramey Avenue
Fort Worth, TX 76105





File No. MF 115440

Affidavit of Highest Consideration

Date Filed: 6/25/13

Jerry E. Patterson, Commissioner

By SSP

250,450

TRACT NO. THREE: Bert Jackson tract, described as

follows:

13.5 acres of land out of the George J. Assauranner Survey, more fully described as follows:

BEGINNING at a point in the North line said Survey 168-1/2 varas East from its Northwest corner;
THENCE East 168-1/2 varas;
THENCE SOUTH 458.54 varas;
THENCE West 168-1/2 varas;
THENCE North 457.95 varas to the place of beginning

It hereby adopts the attached map entitled "B. JACKSON

GRANT" TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

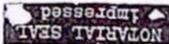
... our plan of subdivision...
... use of...
...
...
... 16th day of October, 1945.

Ralph L. Stephens

... the undersigned Notary Public, a resident of Tarrant County, Texas, do hereby personally examine and certify that the persons whose names are subscribed to this instrument, and acknowledged to me that they had

the same for the purposes and consideration therein expressed, and the said BETTY E. STEPHENS, wife of the said RALPH L. STEPHENS, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said BETTY E. STEPHENS acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16th day of October, A. D. 1945.

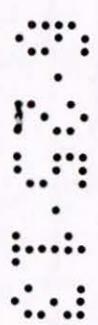


Jessie Williams
Notary Public, Tarrant County, Texas

THE STATE OF TEXAS)
COUNTY OF TARRANT)

BEST COPY AVAILABLE

COUNTY CLERK'S BUREAU
PORTIONS OF THIS DOCUMENT
NOT EXACTLY BEEN RECEIVED.



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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of October, A. D. 1946.

NOTARIAL SEAL
impressed

My Commission Expires 6-1-47

Grant Pater
Notary Public, Tarrant County, Texas

THE STATE OF TEXAS)
COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared A. M. PATE SR., Guardian of the person and estate of SEBERT L. PATE, a minor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of October, A. D. 1946.

NOTARIAL SEAL
impressed

My Commission Expires 6-1-47

Grant Pater
Notary Public, Tarrant County, Texas

-4-

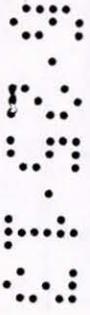
THE STATE OF TEXAS)
COUNTY OF TARRANT)

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

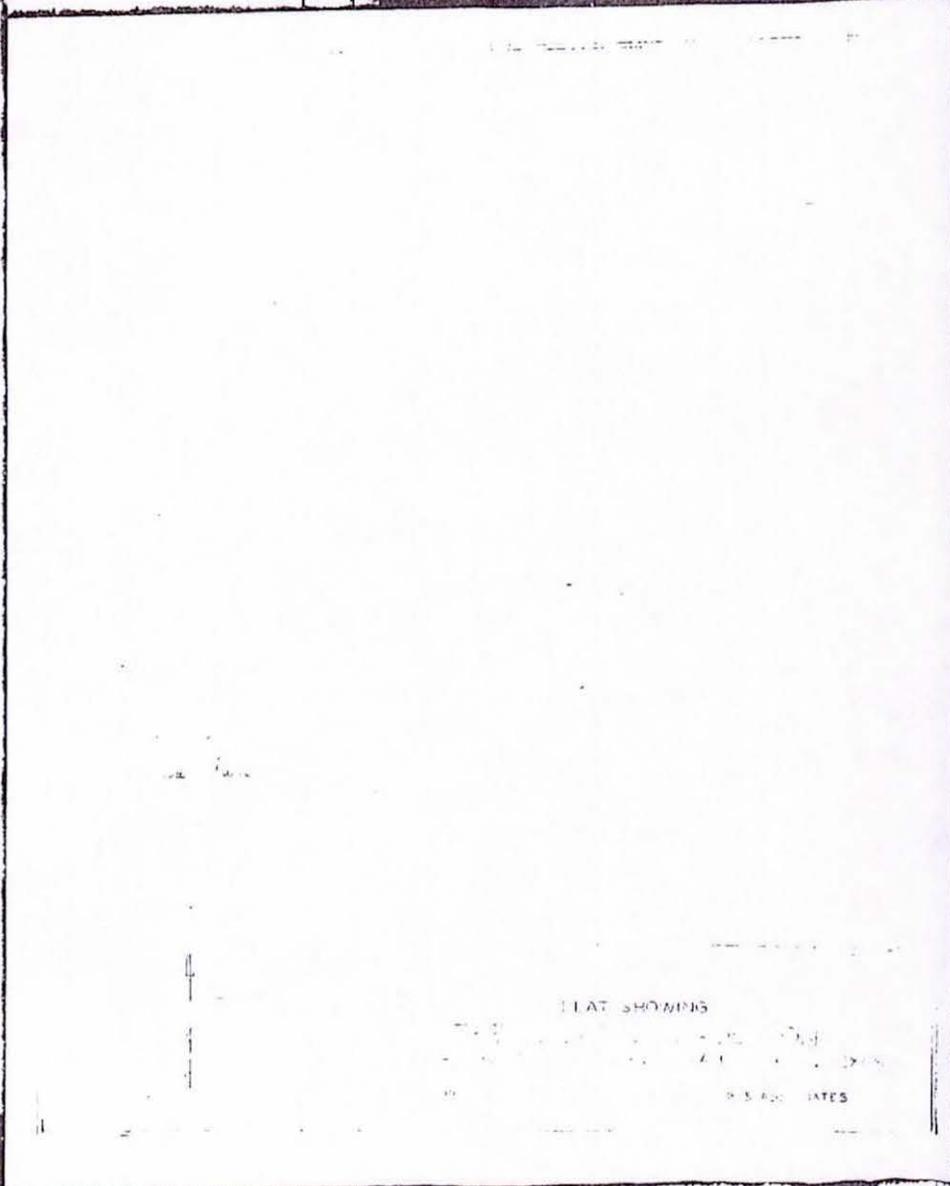
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of October, A. D. 1946.

NOTARIAL SEAL
impressed

Ray D. Perry
Notary Public, Tarrant County, Texas



452



COURT OF KING ISLAND
FORFEITURE OF THIS DOCUMENT
NOT VALID FOR RE-ENTRY

FLAT SHOPPING

DATE

No good photos

2003
3/20/13
[Handwritten signatures and scribbles]

02513

Filed for Record OCT 21 1946 at 8:43 A.M.

And Recorded OCT 23 1946 at 10:05 A.M.

Instrument No. 46229 MELVIN "MEL" FAULK, County Clerk,
Tarrant County, Texas

By W. G. Shurley Deputy

Warranty Deed

BY CORPORATION
-NOTICE OF RECORDING-

FROM

The Greater Fort Worth Realty Corp.

TO

(R. L. Jernigan)

FILED FOR RECORD

This day of A. P. 19

at FILED

RECORDED

By CONFIRMED

INDEXED

(TARRANT COUNTY)

Deputy

RECORDED

INDEXED

FILED

IN

The State of Texas,
County of TARRANT

Know all Men by These Presents:

That The Greater Fort Worth Realty Corporation,
a Corporation, duly organized and existing under the Laws of the State of Texas,
for and in consideration of the sum of
One hundred twenty-four and no/100ths (\$124.00). DOLLARS
to it paid, ~~and received to be paid~~ by R. L. Jernigan,

as follows:

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



has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said
of the County of Tarrant, State of Texas, all that certain
Tract, lot or parcel of land situated in Tarrant County, Texas, and being part of the
Postepoo Heights Addition to the City of Fort Worth, in said County, according to
the plat of said addition of record in the Deed Records of Tarrant County, Texas,
in Book 204, Page 126, and being described by Lot and Block Number, as follows, to-wit:

Lot Number Twenty-three (23), in Block Number Two (2),

THIS CONVEYANCE, HOWEVER, is subject to the following reservations, conditions and
restrictions:

The Grantee herein, his heirs or assigns, shall not sell the above described property
or any interest therein, nor in any way encumber the said property or any part thereof,
to any person or persons of African descent.

It is understood and agreed that the Grantee herein, assumes all unpaid taxes on the
property 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

R. L. Jernigan, his

heirs and assigns forever and the said Corporation does hereby bind itself, its successors and assigns,
to Warranty and Forever Defend, all and singular the said premises unto the said

R. L. Jernigan, his

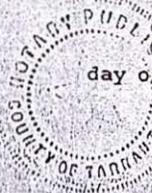
heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

THE STATE OF TEXAS §

COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of June, A. D. 1967.



Jerry D. Stand
Notary Public in and for Tarrant
County, Texas

VOL 4431 PAGE 202

25 48135
WARRANTY DEED

From: Wilma M. Borrett

To:

FILED
TARRANT COUNTY, TEXAS
JUL 18 9 28 AM '67
W. C. "RED" COWEN
COUNTY CLERK
DEP.

CITY OF FORT WORTH

RETURN TO
CITY SECRETARY
CITY HALL
CITY

STATE OF TEXAS
COUNTY OF TARRANT }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the DEED RECORDS of Tarrant County, Texas, as stamped hereon by me.

JUL 18 1967



W. C. Cowen
COUNTY CLERK
TARRANT COUNTY, TEXAS

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

That Stella Ruth Crowder of Tarrant County, Texas,
for and in consideration of the sum of Sixty and No/100
Dollars (\$60.00) and other good and valuable consideration
to her in hand paid by the City of Fort Worth, the receipt
of which is acknowledged and confessed, has Granted, Sold
and Conveyed and by these presents does Grant, Sell and
Convey unto the said City of Fort Worth, a municipal cor-
poration of Tarrant County, Texas, all that certain lot,
tract or parcel of land situated in Tarrant County, Texas,
and being described as follows:

Being the north 5.0 feet of Lot 8, Block 1, B.
Jackson Addition to the City of Fort Worth, Texas,
as shown by plat recorded in Volume 1846, Page
449 of the Deed Records of Tarrant County, Texas,
as conveyed to Stella Ruth Crowder by deed re-
corded in Volume 3248, Page 289 of the Deed Re-
cords of Tarrant County, Texas, and containing
290 square feet of land, more or less.

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

IN WITNESS WHEREOF, this instrument is executed at
Fort Worth, Texas, this 21st day of June, A. D. 1967.

Stella Ruth Crowder
Stella Ruth Crowder

THE STATE OF TEXAS §
COUNTY OF TARRANT §

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of June, A. D. 1967.

Jerry D. Kemp
Notary Public in and for Tarrant
County, Texas

VOL 4431 PAGE 208

125
48137
WARRANTY DEED

From:

Stella Ruth Crowder

To:

City of Fort Worth

FILED

TARRANT COUNTY, TEXAS

JUL 18 9 28 AM '67

W. C. "RED" COWEN
COUNTY CLERK
BY *[Signature]* DEP.

RETURN TO
CITY SECRETARY
CITY OF F.W.

STATE OF TEXAS }
COUNTY OF TARRANT }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the DEED RECORDS of Tarrant County, Texas, as stamped hereon by me.

JUL 18 1967



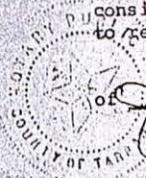
W.C. Red Cowen

COUNTY CLERK
TARRANT COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF TARRANT §

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of July, A. D. 1967.

Jerry D. Stamp
Notary Public in and for Tarrant
County, Texas

55749

123 55749
WARRANTY DEED

From: Woodrow W. King and wife,
Irene King

FILED
TARRANT COUNTY, TEXAS
AUG 14 7 48 AM '67
W. C. REDD, CLERK
COUNTY CLERK
BY [Signature]
Port North

RETURN TO
CITY SECRETARY
CITY HALL
CITY

TARRANT COUNTY, TEXAS
COUNTY CLERK

W. C. Redd



AUG 14 1967

STATE OF TEXAS }
COUNTY OF TARRANT }
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Tarrant County, Texas, as stamped hereon by me.

VOL 4493 PAGE 708

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

That Doris H. Woods, a feme sole, of Tarrant County, Texas, for and in consideration of the sum of Fifty-eight and No/100 Dollars (\$58.00) and other good and valuable consideration to her in hand paid by the City of Fort Worth, the receipt of which is acknowledged and confessed, has Granted, Sold and Conveyed and by these presents does Grant, Sell and Convey unto the said City of Fort Worth, a municipal corporation of Tarrant County, Texas, all that certain lot, tract or parcel of land situated in Tarrant County, Texas, and being described as follows:

Being the north 5.0 feet of Lot 7, Block 1, B. Jackson Addition to the City of Fort Worth, Texas, as shown by plat recorded in Volume 1846, Page 449 of the Deed Records of Tarrant County, Texas, as conveyed to Doris H. Woods (Griffin) by deed recorded in Volume 3248, Page 129 of the Deed Records of Tarrant County, Texas, and containing 325 square feet of land, more or less.

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

IN WITNESS WHEREOF this instrument is executed at Fort Worth, Texas, this 24th day of July, A. D. 1967.

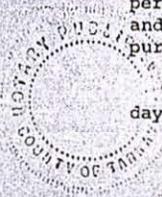
(Woods)
Doris H. Griffin
Doris H. Woods, a feme sole

THE STATE OF TEXAS §

COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th
day of July, A. D. 1967.



James D. Ham
Notary Public in and for Tarrant
County, Texas

VOL 4443 PAGE 856

RETURN TO
CITY SECRETARY
CITY HALL
CITY

FILED
TARRANT COUNTY, TEXAS
AUG 14 7 49 AM '67
W. C. "RED" COWEN
COUNTY CLERK
BY *[Signature]* DEP.

To: City of Fort Worth

From: Doris H. Woods

WARRANTY DEED

25 55765

STATE OF TEXAS }
COUNTY OF TARRANT }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the DEED RECORDS of Tarrant County, Texas, as stamped hereon by me.

AUG 14 1967



W. C. Red Cowen
COUNTY CLERK
TARRANT COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That Josh Davis of Tarrant County, Texas, for and in consideration of the sum of Seven Hundred Seven and 50/100 Dollars (\$707.50) and other good and valuable consideration to him in hand paid by the City of Fort Worth, the receipt of which is acknowledged and confessed, has Granted, Sold and Conveyed and by these presents does Grant, Sell and Convey unto the said City of Fort Worth, a municipal corporation of Tarrant County, Texas, all that certain lot, tract or parcel of land situated in Tarrant County, Texas, and being described as follows:

Parcel No. 1

Being the north 5.0 feet of the east 48.2 feet of Lot 1, Block 1, B. Jackson Addition to the City of Fort Worth, Texas, as shown by plat recorded in Volume 1846, Page 449 of the Deed Records of Tarrant County, Texas, being a part of that lot conveyed to Josh Davis and Audie Herod by deed recorded in Volume 2865, Page 510 of the Deed Records of Tarrant County, Texas, and containing 241 square feet of land.

Parcel No. 2

Being the north 5.0 feet of Lot 2, Block 1, B. Jackson Addition to the City of Fort Worth, Texas, as shown by plat recorded in Volume 1846, Page 449 of the Deed Records of Tarrant County, Texas; as conveyed to Josh Davis by deed recorded in Volume 4107, Page 521 of the Deed Records of Tarrant County, Texas, and containing 325 square feet of land.

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

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

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas, this 11th day of July, A. D. 1967.

Josh Davis
Josh Davis

THE STATE OF TEXAS §
COUNTY OF TARRANT §

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of July, A. D. 1967.

Jerry O. Stang
Notary Public in and for Tarrant
County, Texas

RETURN TO
CITY SECRETARY
CITY HALL
CITY

FILED
TARRANT COUNTY, TEXAS
SEP 20 9 04 AM '67
W. C. "RED" COWEN
COUNTY CLERK DEP.
BY *[Signature]*

To:
City of Fort Worth

From:
Josh Davis

250
WARRANTY DEED
66183

STATE OF TEXAS }
COUNTY OF TARRANT }
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Tarrant County, Texas, as stamped hereon by me.

SEP 20 1967



W. C. Red Cowen
COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL 4461 PAGE 441



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

That J. T. Goulding and wife,
of McLennan County, Texas, for and in consideration of the
sum of Fifty-eight and No/100 Dollars (\$58.00) and other
good and valuable consideration to them in hand paid by
the City of Fort Worth, the receipt of which is acknowledged
and confessed, have Granted, Sold, and Conveyed and by these
presents do Grant, Sell and Convey unto the said City of
Fort Worth, a municipal corporation of Tarrant County,
Texas, all that certain lot, tract or parcel of land situa-
ted in Tarrant County, Texas, and being described as follows:

Being the North 5.0 feet of Lot 9, Block 1, B.
Jackson Addition to the City of Fort Worth,
Texas as shown of plat recorded in Volume 1846,
Page 449 of the Deed Records of Tarrant County,
Texas, as conveyed to J. T. Goulding, et ux by
deed recorded in Volume 2470, Page 338 of the
Deed Records of Tarrant County, Texas and con-
taining herein 290 square feet of land, more or
less.

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

IN WITNESS WHEREOF, this instrument is executed at
Fort Worth, Texas, this 17th day of August, A. D. 1967.

J. T. Goulding
J. T. Goulding

Allie Mae Goulding

THE STATE OF TEXAS §

COUNTY OF MCLENNAN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of August, A. D. 1967.



J. C. Lina
Notary Public in and for
Tarrant County, Texas

4481 156458

FILED
SEP 22 9 04 AM '67
COUNTY CLERK
CITY OF FORT WORTH
CITY CLERK
CITY

City of Fort Worth

J. T. Gauding and wife,
Allice Lee Gauding

66188
GENERAL WARRANTY DEED

STATE OF TEXAS
COUNTY OF TARRANT

I hereby certify that this instrument was filed on the date and at the time stamped herein by me and was duly recorded in the Public and Private of the DEED RECORDS of Tarrant County, Texas as shown herein by me.

SEP 20 1967



H. R. Lawson
COUNTY CLERK
TARRANT COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That Helen J. Stobie, a feme sole, of Tarrant County, Texas, for and in consideration of the sum of Sixty-five and No/100 Dollars (\$65.00) and other good and valuable consideration to her in hand paid by the City of Fort Worth, the receipt of which is acknowledged and confessed, has Granted, Sold, and Conveyed and by these presents does Grant, Sell and Convey unto the said City of Fort Worth, a municipal corporation of Tarrant County, Texas, all that certain lot, tract or parcel of land situated in Tarrant County, Texas, and being more particularly described as follows:

Being the north 5.0 feet of Lot 5, Block 1, B. Jackson Addition to the City of Fort Worth, Texas, as shown by plat recorded in Volume 1846, Page 449 of the Deed Records of Tarrant County, Texas, as conveyed to Helen J. Stobie by deed recorded in Volume 4107, Page 103 of the Deed Records of Tarrant County, Texas, and containing 325 square feet of land.

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

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas, this 13th day of September, A. D. 1967.

VDI 4481 PAGE 489

Helen J. Stobie
Helen J. Stobie

THE STATE OF TEXAS §
COUNTY OF TARRANT §

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th
day of September, A. D. 1967.

Jerry D. Slant
Notary Public in and for Tarrant
County, Texas

FILED
TARRANT COUNTY, TEXAS
SEP 20 9 04 AM '67
W.C. BREWSTER
COUNTY CLERK
BY *[Signature]*

RETURN TO
CITY SECRETARY
CITY HALL
CITY

City of Fort Worth

To:

From:

Helen J. Stoble

WARRANTY DEED

25
66193

STATE OF TEXAS }
COUNTY OF TARRANT }
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Tarrant County, Texas, as stamped hereon by me.

SEP 20 1967



W.C. Brewster
COUNTY CLERK
TARRANT COUNTY, TEXAS

- VOL 4461 PAGE 471

WARRANTY DEED

SP-117

492-041957-208

Deed for Texas

SPECIAL WARRANTY DEED

STATE OF TEXAS
COUNTY OF TARRANT

: KNOW ALL MEN BY THESE PRESENTS:

THAT, ROBERT C. WEAVER, Secretary of Housing and Urban Development, of Washington, D. C., acting by and through the Federal Housing Commissioner, hereinafter referred to as Grantor, for and in consideration of the sum of ONE HUNDRED FIFTEEN AND NO/100 DOLLARS (\$115.00), and other good and valuable considerations, to him in hand paid, the receipt of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the City of Fort Worth, Texas, a municipal corporation of Tarrant County, Texas, all that certain lot, tract or parcel of land situated in Tarrant County, Texas, and being described as follows, to wit:

Being the north 5.0 feet of Lot 6, Block 1, B. Jackson Addition to the City of Fort Worth, Texas, as shown by plat recorded in Volume 1846, Page 449 of the Deed Records of Tarrant County, Texas, as conveyed to James Irvin Bailey, et ux, Mattie Mae by deed recorded in Volume 4234, Page 443 of the Deed Records of Tarrant County, Texas, and containing 325 square feet of land, more or less.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said City of Fort Worth, Texas, its successors and assigns, forever.

GRANTOR hereby binds himself, his successors and assigns, to WARRANT and forever DEFEND, with the exceptions stated above, all and singular, the said property unto said purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the undersigned on this 27th day of September 1967, has set his hand and seal as Assistant Federal Housing Commissioner for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of Section 204(g) of the National Housing Act as amended.

Signed, sealed and delivered
in the presence of:

Mary K. Phillips
Wesley Harper

DISTRICT OF COLUMBIA

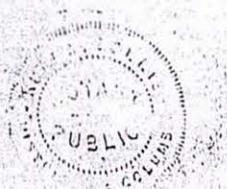
ROBERT C. WEAVER
Secretary of Housing and Urban Development

By: Federal Housing Commissioner

By: *Robert F. Hollister* (SEAL)
ROBERT F. HOLLISTER
Assistant Federal Housing Commissioner

ss

Before me, the undersigned authority, on this day personally appeared ROBERT F. HOLLISTER, who is personally well known to me and known to me to be the duly appointed Assistant Federal Housing Commissioner and the person who executed the foregoing instrument bearing date of September 27, 1967, by virtue of the authority vested in him by Section 204(g) of the National Housing Act, as amended, and acknowledged to me that he executed the same as Assistant Federal Housing Commissioner for and on behalf of ROBERT C. WEAVER, Secretary of Housing and Urban Development, for the purposes and considerations therein expressed. Given under my hand and seal of office this the 27th day of September, 1967.



Lute M. Bellie
Notary Public, District of Columbia

My Commission Expires July 31, 1968

150 73285
SPECIAL WARRANTY DEED

From: SHUD
Robert C. Weaver

To:

City of Fort Worth

RETURN TO
CITY SECRETARY
CITY HALL
CITY

BY W.C. WATSON
COUNTY CLERK
OCT 15 8 22 AM '67
TARRANT COUNTY, TEXAS
FILED
COUNTY CLERK
TARRANT COUNTY, TEXAS

W.C. Watson



OCT 16 1967

STATE OF TEXAS
COUNTY OF TARRANT
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Tarrant County, Texas, as stamped hereon by me.

6.25.13

the CITY of FORT WORTH, TEXAS

1967

STREET IMPROVEMENT PLANS For RAMEY AVENUE

UNIT No 1
From MILLER AVE. to AMANDA ST.



ENGINEERING DIVISION
PUBLIC WORKS DEPARTMENT

DEWITT MCKINLEY
MAYOR

A.L. READER JR.
CHIEF ENGINEER

GEOMETRICS APPROVED
Date: 4-25-67
[Signature]
TRAFFIC ENGINEER

prepared by BROWN & DAVIES engineers
FORT WORTH, TEXAS

J.L. BROWNLEE
CITY MANAGER

JACK M. GRAHAM
[Signature]
DIRECTOR

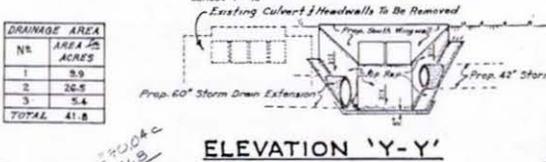
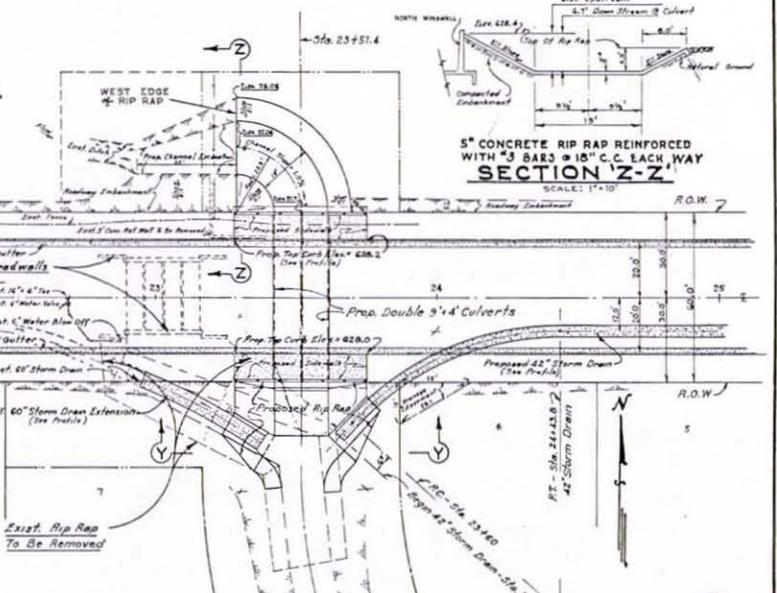
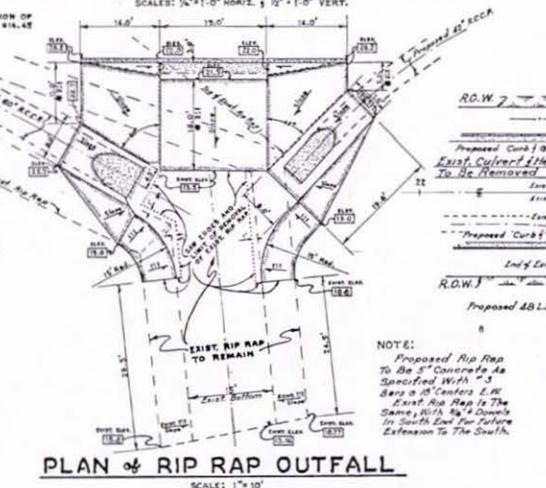
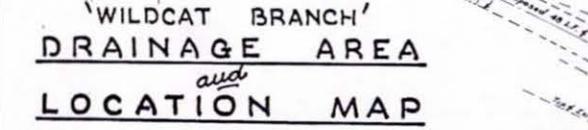
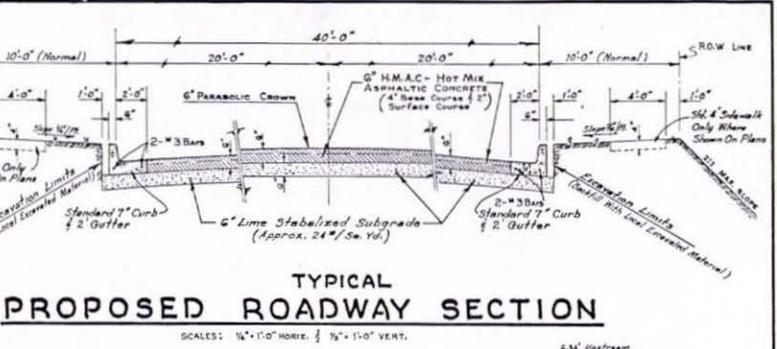
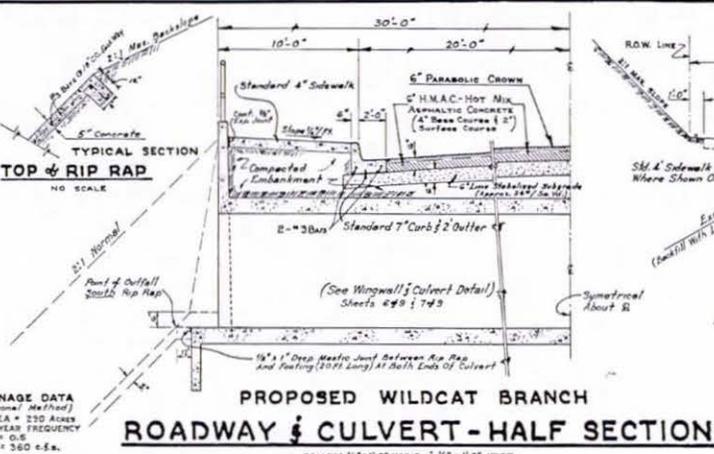
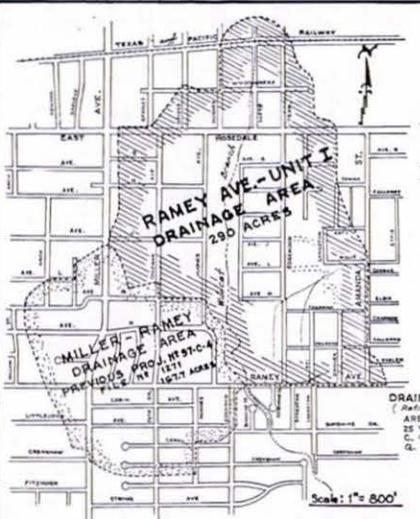
PROJECT No 104-22000-136

FILE No K-349

RAMEY AVE. UNIT I ~ STREET IMPROVEMENTS ~ FILE No K-349

TRIM

0 2 5 1 0



NO.	AREA ACRES
1	9.9
2	26.5
3	5.4
TOTAL	41.8

RAMEY AVENUE & WILDCAT BRANCH PLAN OF CULVERT AREA and OUTFALL of STORM DRAINS

SCALE: 1" = 20'

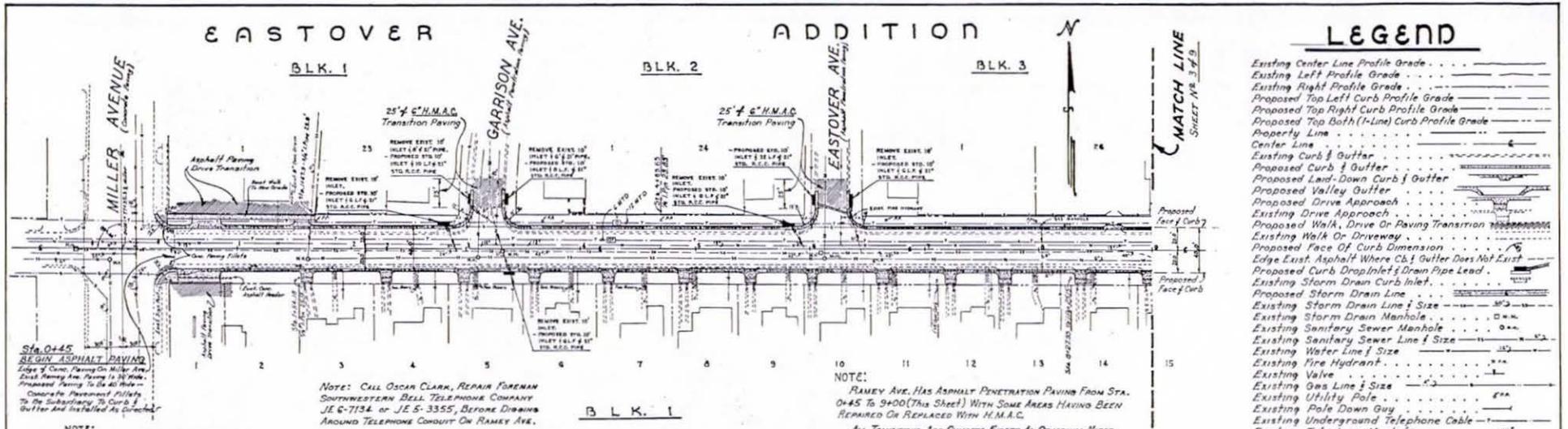
STREET IMPROVEMENTS RAMEY AVE. - UNIT I

CITY OF FORT WORTH, TEXAS
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION

APP'D: [Signature] DATE: 4/24/47
DRAWN: [Signature] FILE: K-349 SHEET: 1 of 9



0513



LEGEND

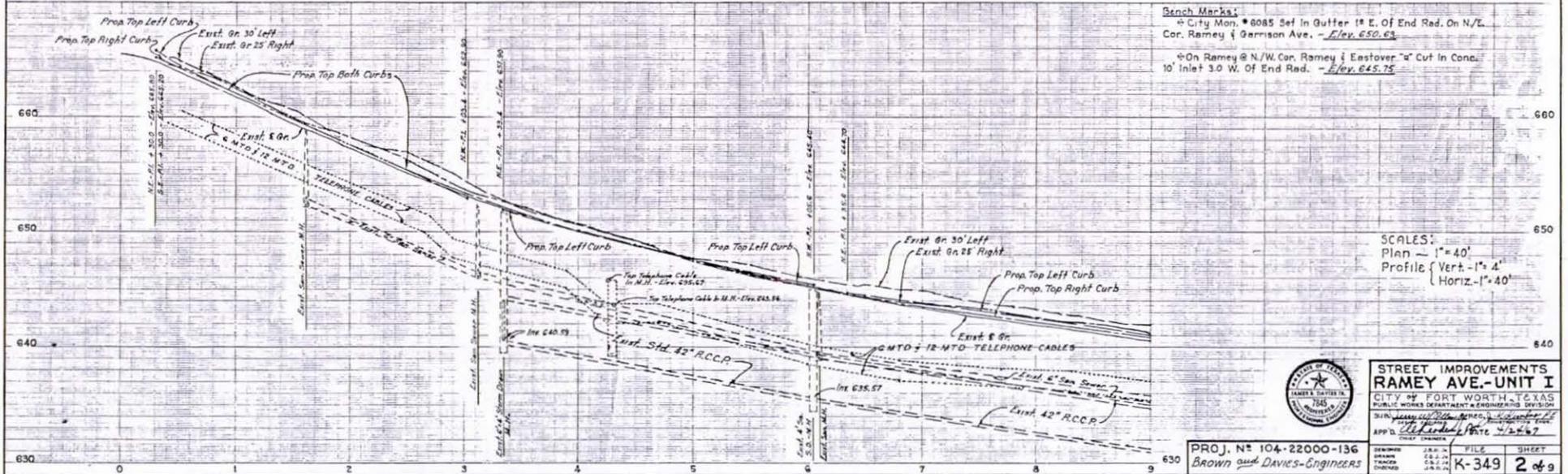
Existing Center Line Profile Grade	-----
Existing Left Profile Grade	-----
Existing Right Profile Grade	-----
Proposed Top Left Curb Profile Grade	-----
Proposed Top Right Curb Profile Grade	-----
Proposed Top Both (I-Line) Curb Profile Grade	-----
Property Line	-----
Center Line	-----
Existing Curb & Gutter	-----
Proposed Curb & Gutter	-----
Proposed Lead-Down Curb & Gutter	-----
Proposed Valley Gutter	-----
Proposed Drive Approach	-----
Existing Drive Approach	-----
Proposed Walk, Drive Or Paving Transition	-----
Existing Walk Or Driveway	-----
Proposed Face Of Curb Dimension	-----
Edge Exist. Asphalt Where Cb & Gutter Does Not Exist	-----
Proposed Curb Drop Inlet & Drain Pipe Lead	-----
Existing Storm Drain Curb Inlet	-----
Proposed Storm Drain Line	-----
Existing Storm Drain Line & Size	-----
Existing Storm Drain Manhole	-----
Existing Sanitary Sewer Manhole	-----
Existing Sanitary Sewer Line & Size	-----
Existing Water Line & Size	-----
Existing Fire Hydrant	-----
Existing Valve	-----
Existing Gas Line & Size	-----
Existing Utility Pole	-----
Existing Pole Down Guy	-----
Existing Underground Telephone Cable	-----
Existing Telephone Manhole	-----
Existing Fence	-----

NOTE:
The Center Line of Ramey Ave. Shown And The Base Line As Surveyed 7-2-53 (Sheet 918-21) Are Identical From Sta. 0+00 To Sta. 20+56.8 - For The Relation Of The Center-Line To The Base Line From Sta. 20+56.8 To The End Of Project Unit 2, See Attached Right Of Way Map Sheets 918-1 And 918-2 -

NOTE: CALL OSCAR CLARK, REPAIR FOREMAN SOUTHWESTERN BELL TELEPHONE COMPANY JE 6-7134 or JE 5-3355, BEFORE DIGGING AROUND TELEPHONE CONDUIT ON RAMEY AVE.

NOTE: RAMEY AVE. HAS ASPHALT PENETRATION PAVING FROM STA. 0+45 TO 9+00 (THIS SHEET) WITH SOME AREAS HAVING BEEN REPAIRED OR REPLACED WITH H.M.A.C. ALL TRANSITIONS ARE CONCRETE EXCEPT AS OTHERWISE NOTED.

B. JACKSON ADDITION



Bench Marks:
 * City Mon. #6085 Set In Gutter 1' E. Of End Rad. On N/E. Cor. Ramey & Garrison Ave. - E.lev. 650.63
 * On Ramey @ N/W Cor. Ramey & Eastover "C" Cut In Conc. 10' Inlet 3.0 W. Of End Rad. - E.lev. 645.75

SCALES:
 Plan - 1" = 40'
 Profile - Vert. - 1" = 4'
 Horiz. - 1" = 40'



**STREET IMPROVEMENTS
 RAMEY AVE.-UNIT I**
 CITY OF FORT WORTH, TEXAS
 PUBLIC WORKS DEPARTMENT & ENGINEERING DIVISION
 3400 JENNIFER DRIVE, BENECK BUILDING, FORT WORTH, TEXAS
 APP'D: *W. H. ...* DATE: 12-26-57
 CHIEF ENGINEER

PROJ. N° 104-22000-136	DESIGNED BY	FILE	SHEET
BROWN and DAVES-ENGINEERS	CH. J. ...	K-349	2 of 9

0213

W. R. H O W A R D A D D I T I O N M A X W E L L S U B D I V I S I O N

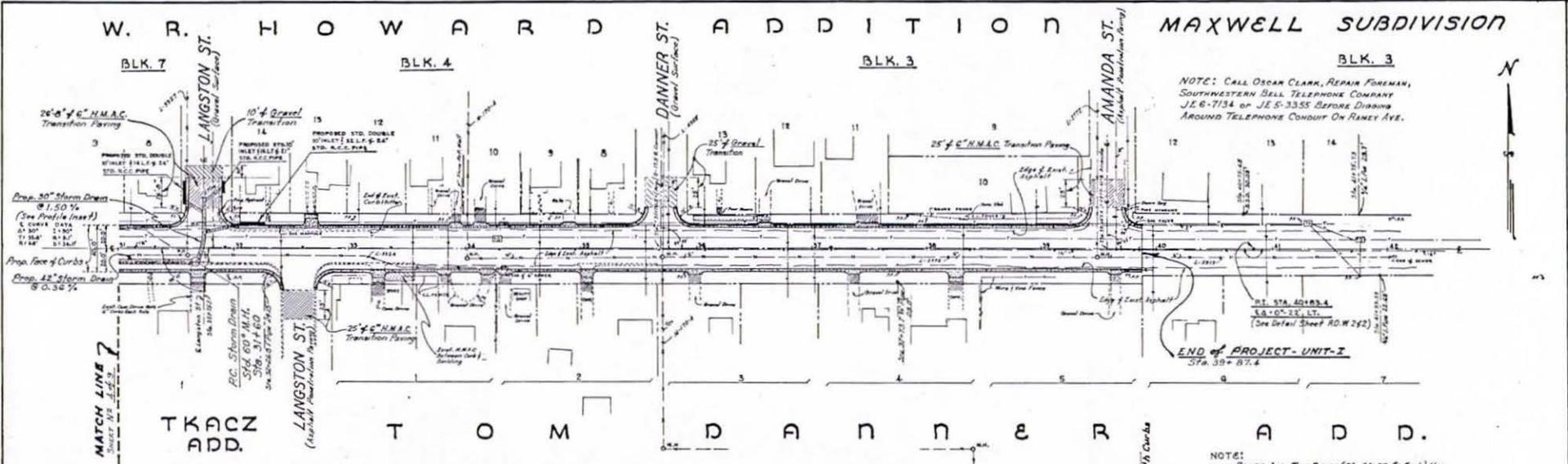
BLK. 7

BLK. 4

BLK. 3

BLK. 3

NOTE: CALL ORRAN CLARK, REPAIR FOREMAN,
SOUTHWESTERN BELL TELEPHONE COMPANY
J.E. 7134 or J.E. 3355 BEFORE DIGGING
AROUND TELEPHONE CONDUIT ON RAMEY AVE.



MATCH LINE
Sheet 104-22000-136

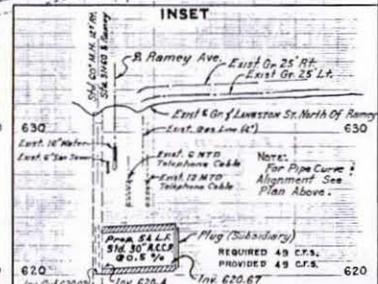
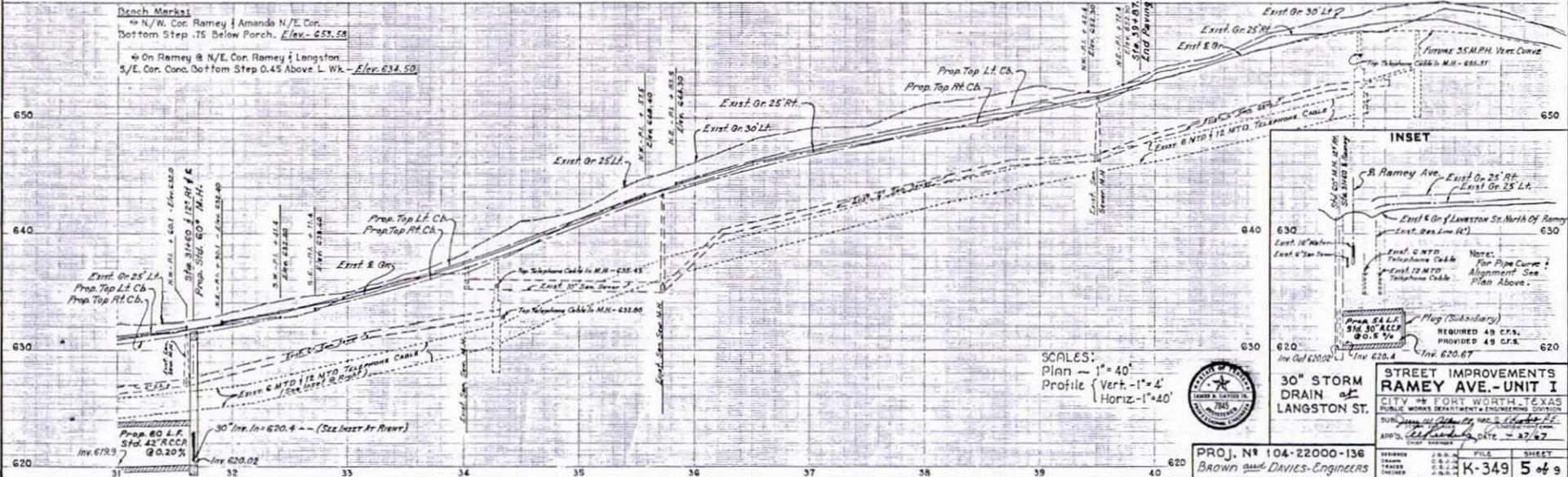
END OF PROJECT - UNIT I
Sta. 39+87.4

TKACZ ADD.

T O M D A N N E R A D D .

NOTE:
RAMEY AVE. THIS SHEET (Sta. 31+00 to End) HAS
ANNUAL PENETRATION PAVING.
SEE SHEET 2-4-9, FOR LEGEND.

Branch Marks
* N/W. Cor. Ramey & Amanda N/E. Cor.
Bottom Step .75 Below Porch. Elev. - 653.58
* On Ramey & N/E. Cor. Ramey & Langston
S/E. Cor. Conc. Bottom Step 0.45 Above L. Wk. Elev. 634.50



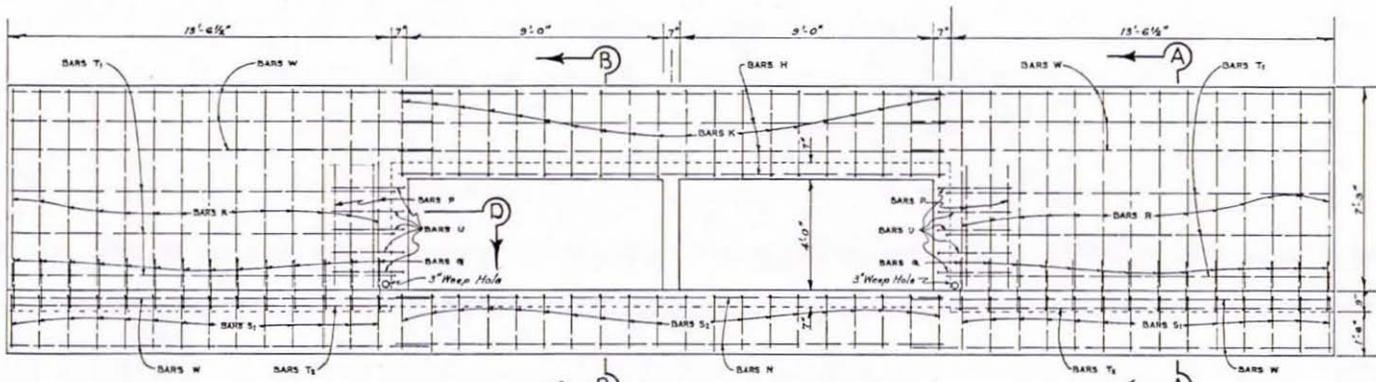
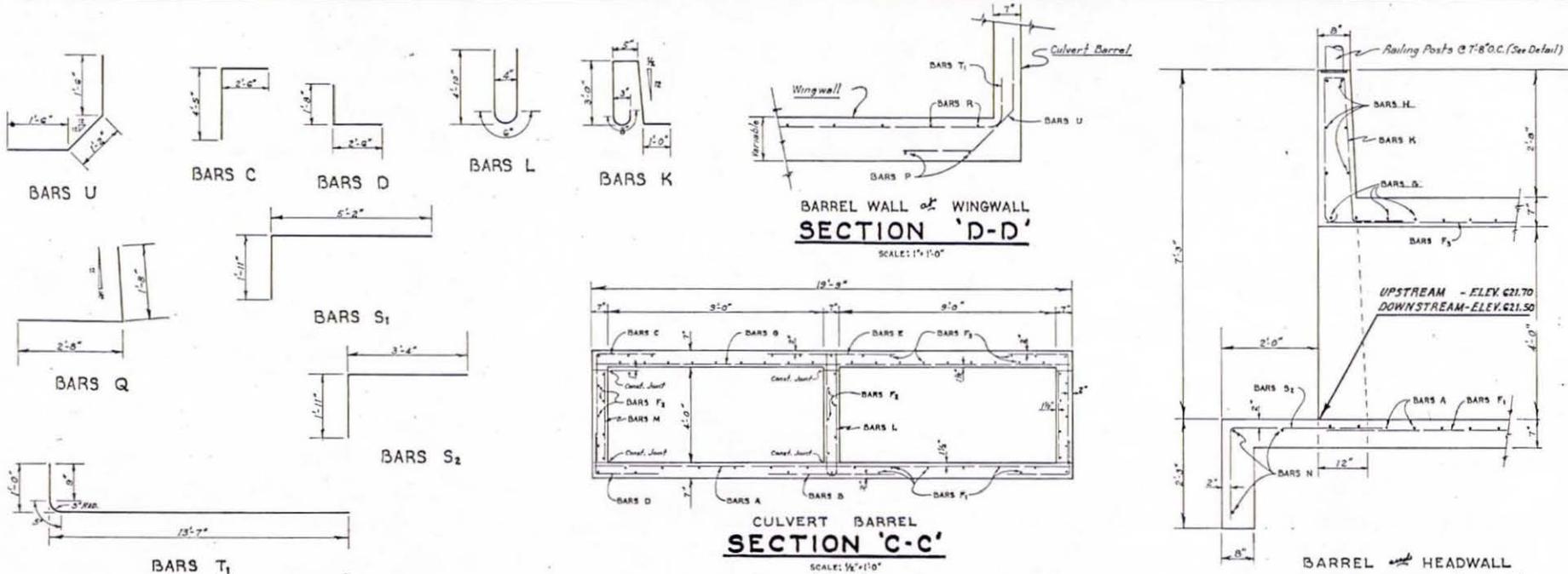
SCALES:
Plan - 1" = 40'
Profile - Vert. - 1" = 4'
 Horiz. - 1" = 40'



30" STORM DRAIN OF LANGSTON ST.
STREET IMPROVEMENTS RAMEY AVE. - UNIT I
CITY OF FORT WORTH, TEXAS
PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION
APPROVED: [Signature] DATE: 12/6/67

PROJECT NO.	104-22000-136
ENGINEER	BROWN & DAVIES-Engineers
DATE	12/6/67
FILE NO.	K-349
SHEET NO.	5 of 9

02513



TYPICAL ELEVATION of WINGWALL
SCALE: 1/4" = 1'-0"



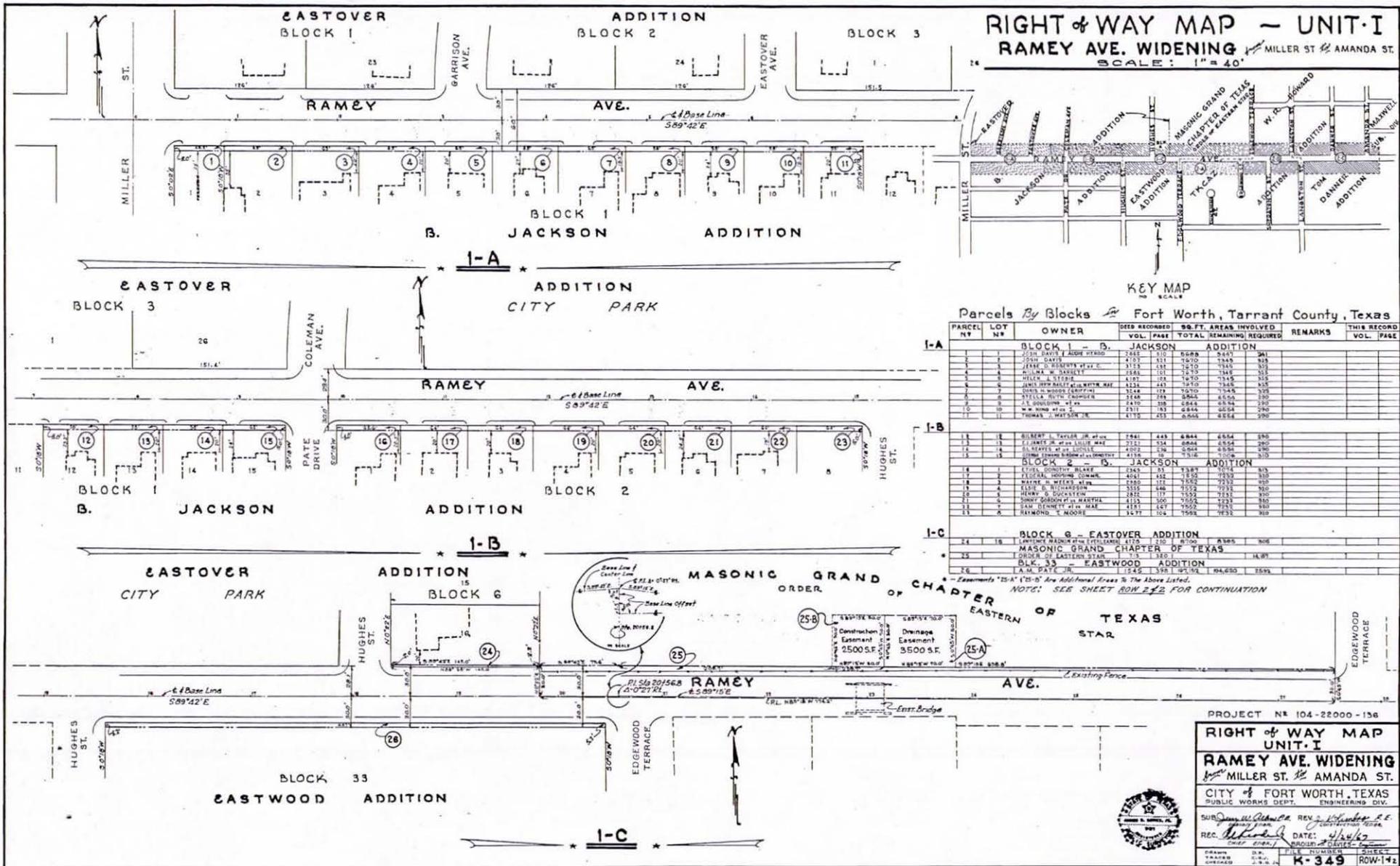
STREET IMPROVEMENTS
RAMEY AVE.-UNIT I
CITY OF FORT WORTH, TEXAS
PUBLIC WORKS DEPARTMENT & ENGINEERING DIVISION
SUN *Sander Davies* REC. *4/26/67*
APP'D. *Sander Davies* DATE *4/26/67*
DEPT. ENGINEER

DESIGNED	REC.	FILE	SHEET
DRAWN	C.E.J.		
CHECKED	S.E.S.	K-349	7 of 9

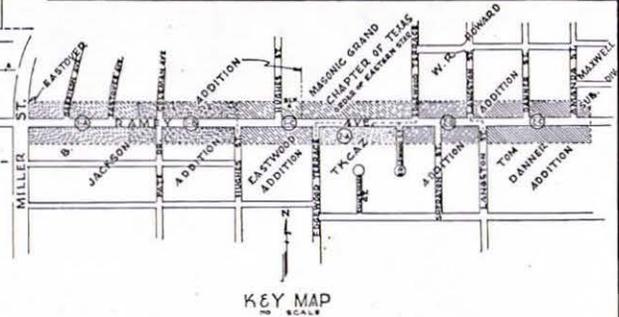
PROJ. NO 104-22000-136
Brown and Davies-Engineers

62
67

82513



RIGHT OF WAY MAP - UNIT-I
RAMEY AVE. WIDENING MILLER ST. & AMANDA ST.
 SCALE: 1" = 40'



Parcels By Blocks in Fort Worth, Tarrant County, Texas

PARCEL NO.	LOT NO.	OWNER	DEED RECORDED VOL. PAGE	SQ. FT. TOTAL	SQ. FT. REMAINING	SQ. FT. REQUIRED	REMARKS	THIS RECORD VOL. PAGE
1-A BLOCK 1 - B, JACKSON ADDITION								
1	1	JOHN DAVIS	4103 511	10410	10410	815		
2	2	JERRY W. HARRIS	3245 510	10410	10410	815		
3	3	JERRY W. HARRIS	4103 511	10410	10410	815		
4	4	WILLIAM W. DANIELL	1848 101	10410	10410	815		
5	5	WILLIAM W. DANIELL	1848 101	10410	10410	815		
6	6	JAMES HARRIS	4234 443	10410	10410	815		
7	7	JOHN DAVIS	4103 511	10410	10410	815		
8	8	WILLIAM W. DANIELL	1848 101	10410	10410	815		
9	9	WILLIAM W. DANIELL	1848 101	10410	10410	815		
10	10	J. L. JOHNSON	2470 308	6864	6864	290		
11	11	W. W. HARRIS	2311 443	6864	6864	290		
12	12	THOMAS J. WATSON JR.	4119 493	6864	6864	290		
1-B BLOCK 2 - B, JACKSON ADDITION								
13	13	ROBERT L. TAYLOR JR. et al.	1481 445	6864	6864	290		
14	14	J. L. JAMES JR. et al. LILLIE MAE	2121 534	6864	6864	290		
15	15	OLIVER W. BULLOCK	4002 538	6864	6864	290		
16	16	JOHN T. HARRIS	4119 493	6864	6864	290		
1-C BLOCK 33 - EASTWOOD ADDITION								
24	18	MASONIC GRAND CHAPTER OF TEXAS	1100 8700	8395	8395	806		
25		ORDER OF EASTERN STAR	1100 8700	18,891	18,891			
26		B.L.C. 33 EASTWOOD ADDITION						
27		L.A.M. PATR. JR.	1542 508	10,100	10,100	1000		

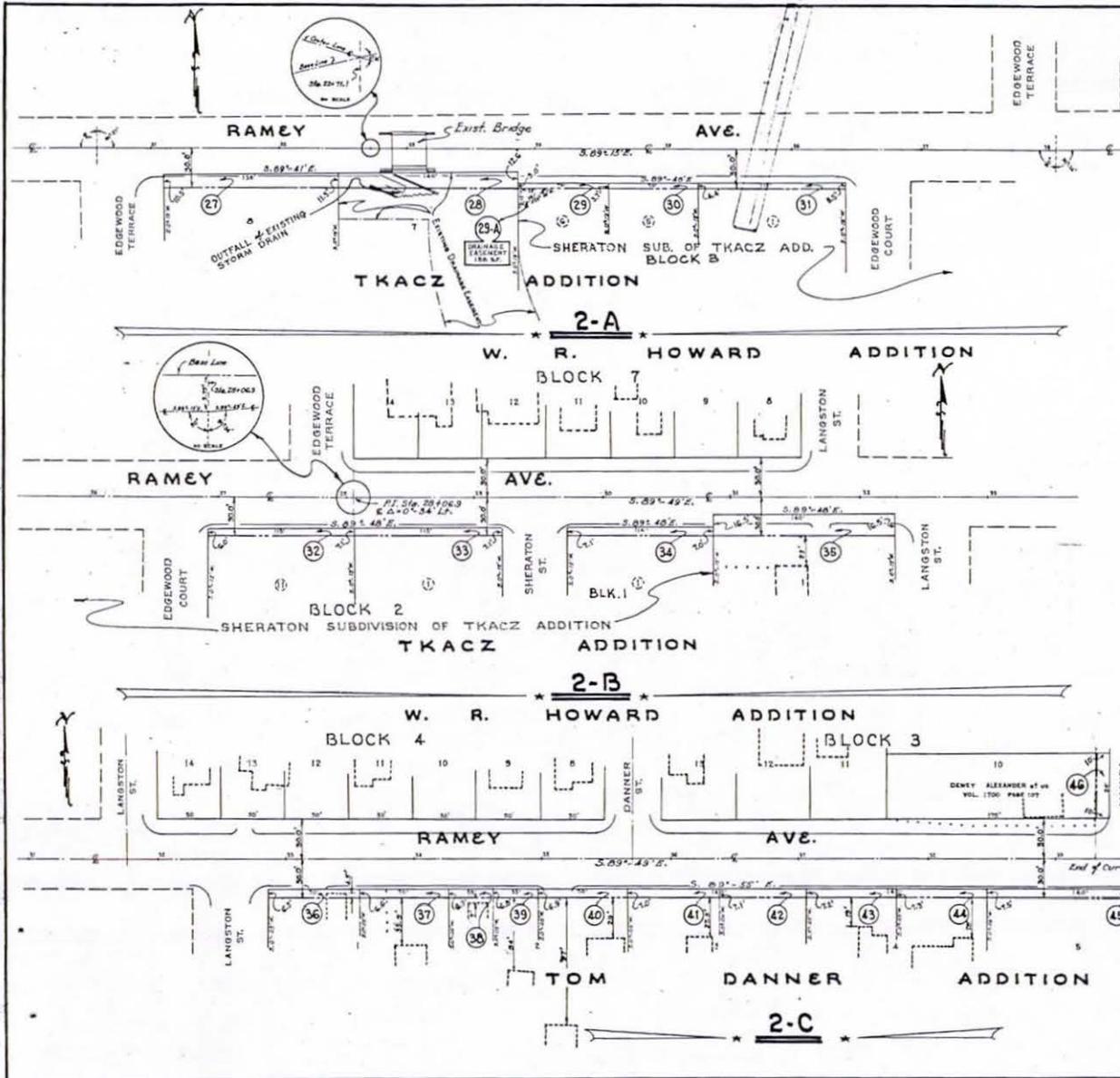
NOTE: SEE SHEET ROW 222 FOR CONTINUATION

PROJECT NO. 104-22000-136

RIGHT OF WAY MAP
UNIT-I
RAMEY AVE. WIDENING
 MILLER ST. & AMANDA ST.
 CITY OF FORT WORTH, TEXAS
 PUBLIC WORKS DEPT. ENGINEERING DIV.

SUBMITTED BY: *City of Fort Worth* REV. 1/1/62
 REC'D: *City of Fort Worth* DATE: 4/1/62
 DRAWN BY: *City of Fort Worth* CHECKED BY: *City of Fort Worth*
 TITLED: *City of Fort Worth* PROJECT NO.: **K-349** ROW-142

02513



PARCEL NO.	LOT NO.	OWNER	DEED RECORDED VOL.	TRACT	SQ. FT. AREA INVOLVED TOTAL REMAINING/REQUIRED	REMARKS	THIS RECORD VOL.	PAGE
2-A								
TKACZ ADDITION								
27	2	CHARLEY WHITEHEAD	1332	401	43750	1500		
28	3	CHARLEY WHITEHEAD	1332	402	43750	1500		
BLOCK 3 - SHERATON SUBDIVISION (OF TKACZ ADD.)								
29	1	WALTER LANG CO. INC.	1551	101	1050	2133		
30	2	WALTER LANG CO. INC.	1551	102	1050	2133		
31	3	WALTER LANG CO. INC.	1551	103	1050	2133		
2-B								
BLOCK 2 - SHERATON SUBDIVISION (OF TKACZ ADD.)								
32	1	WALTER LANG CO. INC.	1551	104	1050	2133		
33	2	WALTER LANG CO. INC.	1551	105	1050	2133		
BLOCK 1 - SHERATON SUBDIVISION (OF TKACZ ADD.)								
34	1	WALTER LANG CO. INC.	1551	106	1050	2133		
TKACZ ADDITION								
35	1	E.C. CLAYTON (et al. as co-owners)	1415	112	43600	4190		
2-C								
TOM DANNER ADDITION								
36	1	WALTER LANG CO. INC.	1390	330	2380	2191		
37	2	WALTER LANG CO. INC.	1390	331	2380	2191		
38	3	WALTER LANG CO. INC.	1390	332	2380	2191		
39	4	WALTER LANG CO. INC.	1390	333	2380	2191		
40	5	WALTER LANG CO. INC.	1390	334	2380	2191		
41	6	WALTER LANG CO. INC.	1390	335	2380	2191		
42	7	WALTER LANG CO. INC.	1390	336	2380	2191		
43	8	WALTER LANG CO. INC.	1390	337	2380	2191		
44	9	WALTER LANG CO. INC.	1390	338	2380	2191		
45	10	WALTER LANG CO. INC.	1390	339	2380	2191		
BLOCK 3 - W. R. HOWARD ADDITION								
46	1	DEWEY ALEXANDER et al.	1701	101	1700	800		

* - Encumbrance "25-A" is an additional area to the above listed. (For Area and Use See Map)

MAXWELL SUBDIVISION
BLOCK 3

SCALE: 1" = 40'

PROJECT NO 104-22000-136

RIGHT OF WAY MAP UNIT-I
RAMEY AVE. WIDENING
MILLER ST. & AMANDA ST.

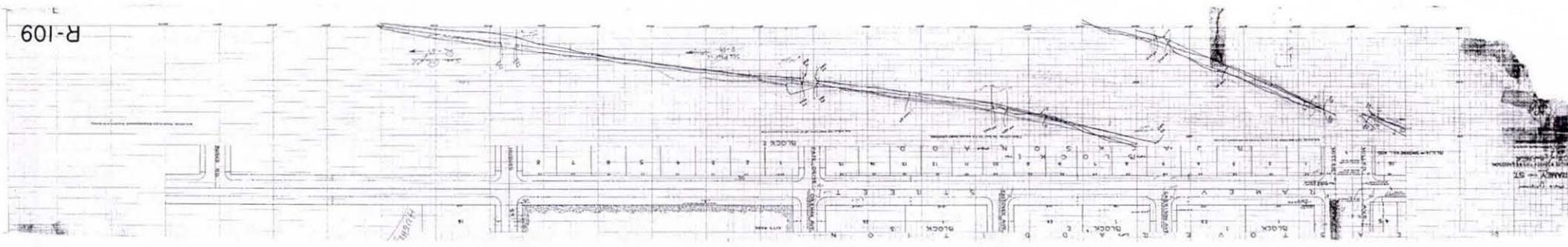
CITY OF FORT WORTH, TEXAS
PUBLIC WORKS DEPT. ENGINEERING DIV.

SUB. BY: *W. D. Danner* REV. BY: *J. K. Danner*
REC. DATE: *11/26/67*
DRAWN BY: *W. D. Danner* CHECKED BY: *J. K. Danner*
FILE NUMBER: **K-349** ROW-241

9 of 9

REV. 4-16-67 RECALCULATE HEIGHTS LOT 13 - BLK. 3 W. R. HOWARD ADD.
CHANGED SPELLING OF SHERATON TO SHERATON ADD

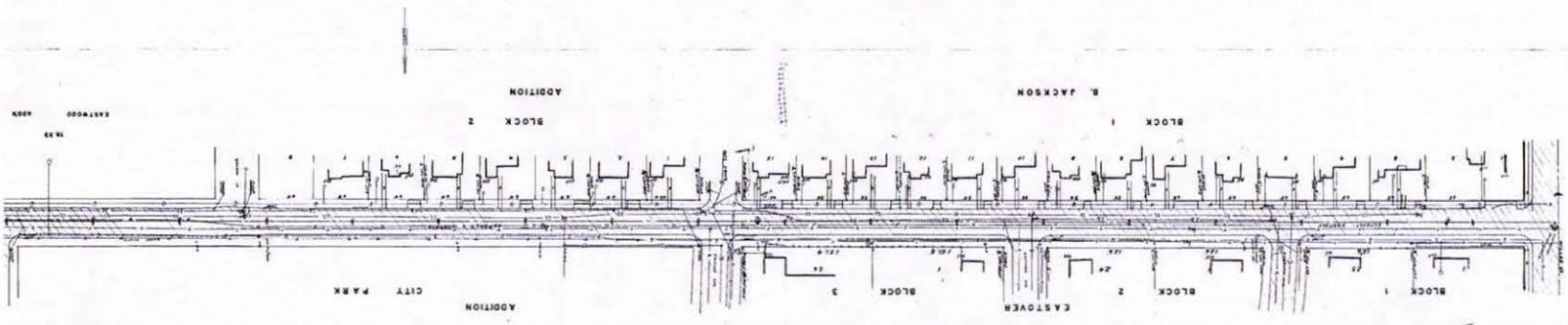
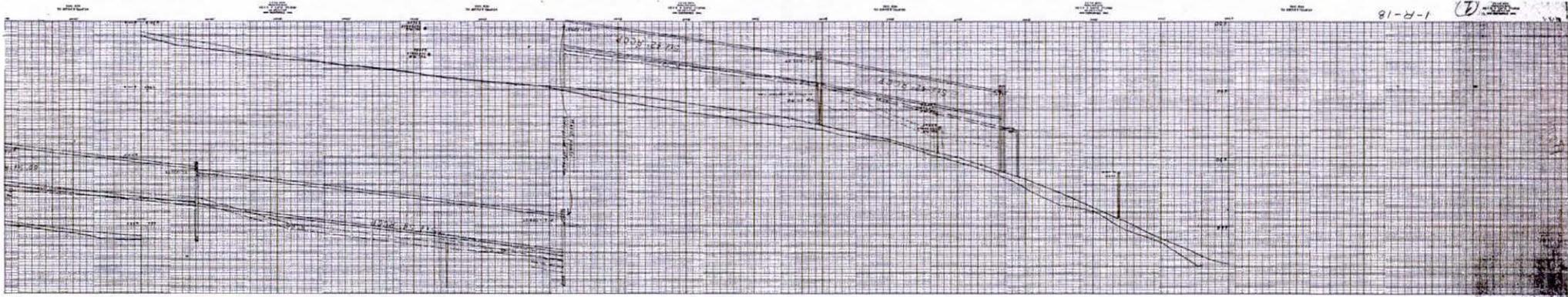
02513



R-109

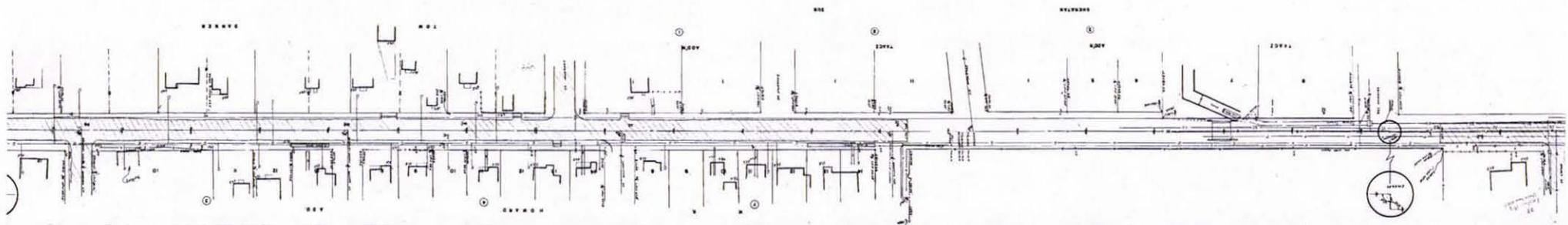
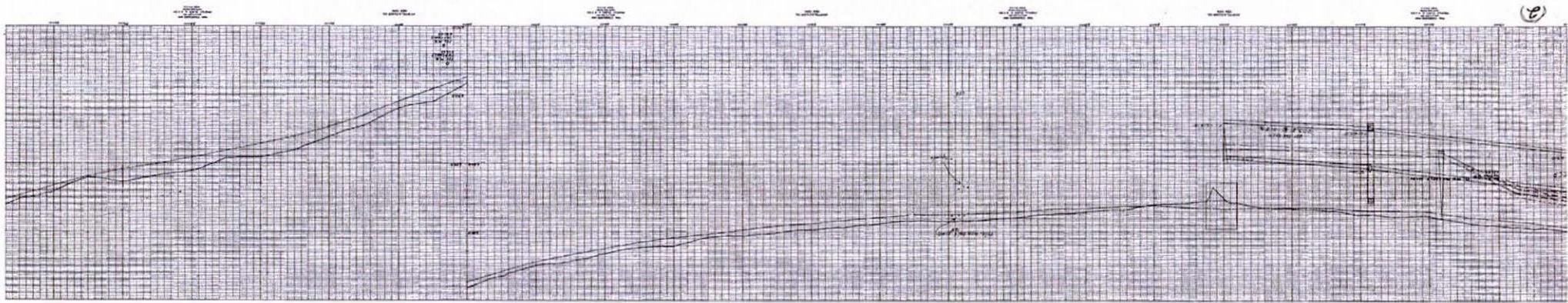
R-109

02513

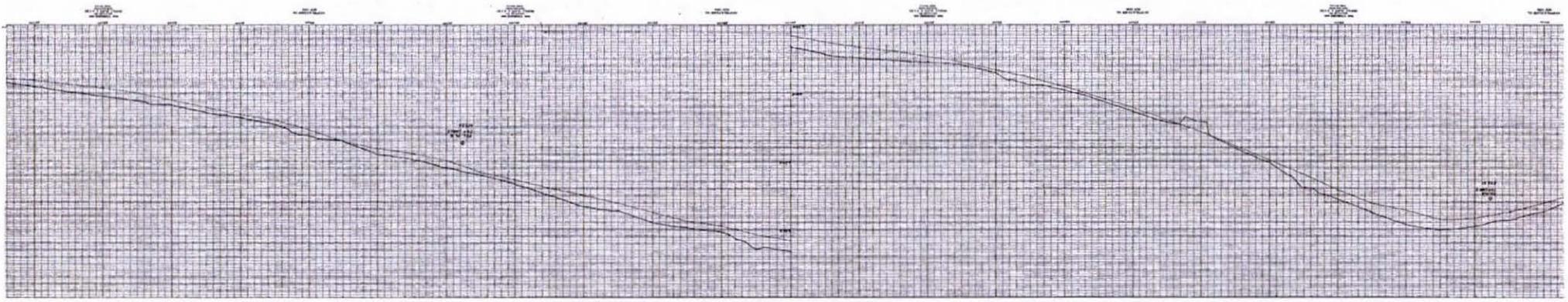


THESE LINES REPRESENT THE
BOUNDARY BETWEEN THE
LOTS IN THIS BLOCK
AND THE LOTS IN THE
ADJACENT BLOCKS
AND ARE NOT TO BE
CONSIDERED AS
EVIDENCE OF TITLE
OR INTEREST THEREIN
UNLESS SO INDICATED
BY THE PLANS
AND RECORDS
OF THE CITY OF
MEMPHIS
TENN.
N
WALKER STREET
MILLEN STREET
NAMES STREET
MAY 1 1888

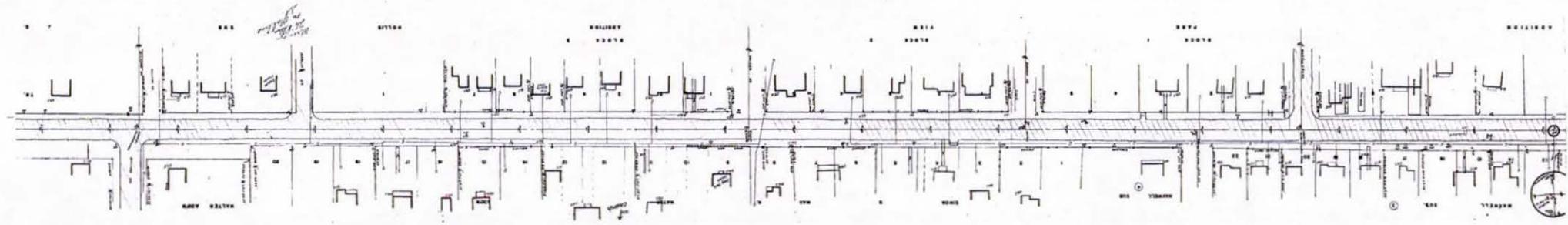
0.35.13



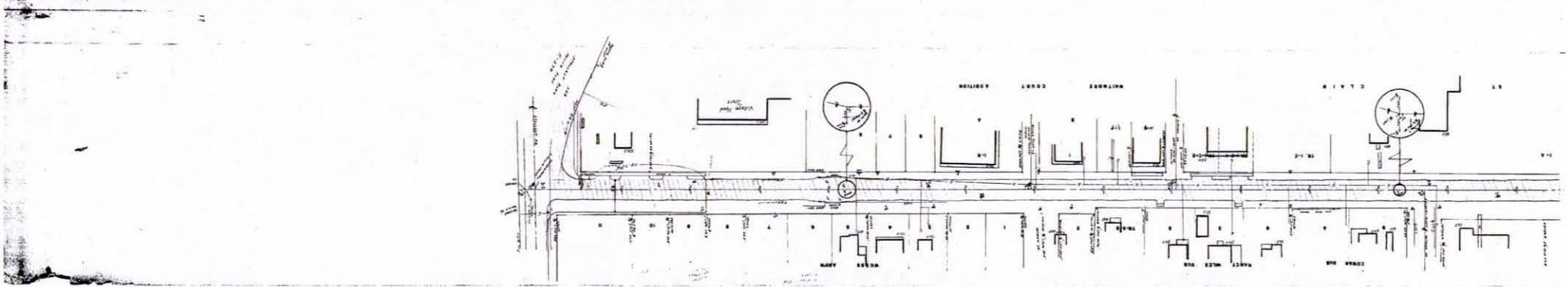
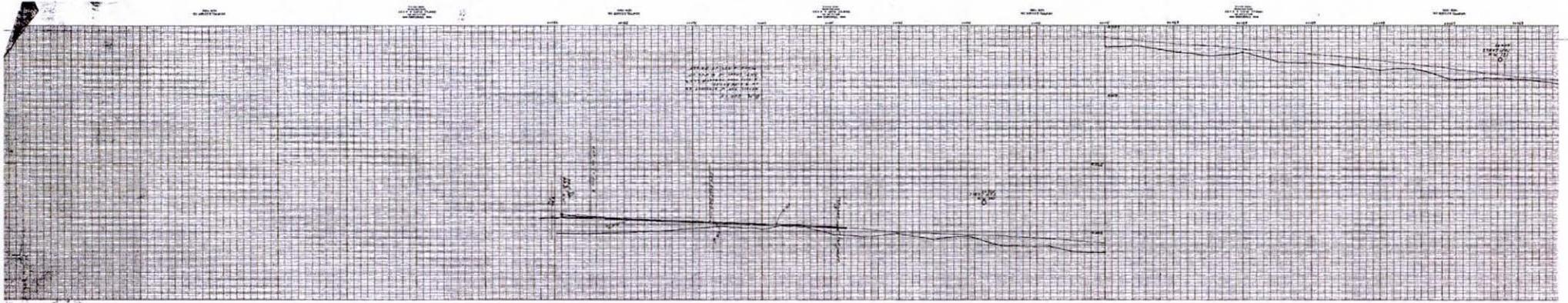
6.25.13



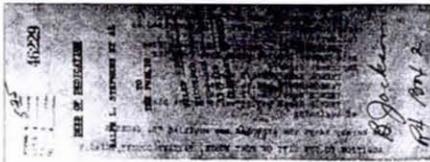
Handwritten notes:
17/10/13
17/10/13
17/10/13



02513



17



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

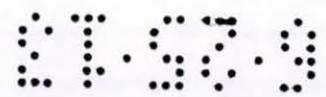
THAT We, Ralph L. Stephens and wife, Betty K. Stephens; A. M. Pate Jr. and Sebert L. Pate, minor, through his guardian A. M. Pate Sr.; and Bert Jackson and wife, Berntha Jackson; being the owners, as our respective interests may appear, of the following described land situated in Tarrant County, Texas, to-wit:

TRACT NO. ONE: Ralph L. Stephens tract, described as follows:

Seven acres of land out of the G. J. Assabrunner Survey in Tarrant County, Texas; BEGINNING at the Northwest corner of said Survey;
 THENCE East along the North line of said Survey 168 varas;
 THENCE South 23.58 varas;
 THENCE West 168 varas to the West line of said Survey;
 THENCE North 23.58 varas to the place of beginning, being the same land described in Deed from Robert F. Scholz to Mattie Scholz, dated May 1, 1904, filed for record in Vol. 828, Page 34, of Deed Records of Tarrant County, Texas.

TRACT NO. TWO: A. M. Pate Jr. and Sebert L. Pate tract, described as follows:

Twenty acres of land out of the West corner of the Assabrunner Survey of 280 acre tract known as the John P. Burke tract of land, Patent No. 98, Vol. 17, Tarrant County, Texas, and more fully described as follows, to-wit:
 BEGINNING at a stake in the West line of a 280 acre tract out of said Survey 748 varas East and 1078 varas South from the Northwest corner of said Assabrunner Survey, said corner being in the center of the intersection of a road running East and West, and one road running North and South;
 THENCE South along the center of said public road 826 varas to the center of a road running East and West;
 THENCE East along the center of said road 848 varas, a stake 4 varas E of the projection the fence running North and South around said land;
 THENCE North 4 varas East of and parallel with said fence line 826 varas to the center of said road 848 varas to the place of beginning, containing in all 124.08 acres of land of which 4.77 acres are included in roads surrounding said tract, leaving a net acreage under fence of 119.31 acres of land, and said land being known as the John P. Burke tract out of said Assabrunner Survey.



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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of October, A. D. 1946.

NOTARIAL SEAL

My Commission Expires 6-1-47

Mont H. Hahn
Notary Public, Tarrant County, Texas

THE STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared A. M. FITE JR., Guardian of the person and estate of INBERT L. FITE, a minor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of October, A. D. 1946.

NOTARIAL SEAL

My Commission Expires 6-1-47

Mont H. Hahn
Notary Public, Tarrant County, Texas

THE STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared MARY JACKSON and MARY JACOBSON, both being 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 MARY JACKSON, wife of the said MARY JACOBSON, being then married by me, and all apart from her husband, and having the name fully explained to her, she, the said MARY JACKSON, acknowledged such instrument, to be her act and deed, and she declared that she did will truly sign the same for the purposes and considerations aforesaid, and that she did so with no protest at.

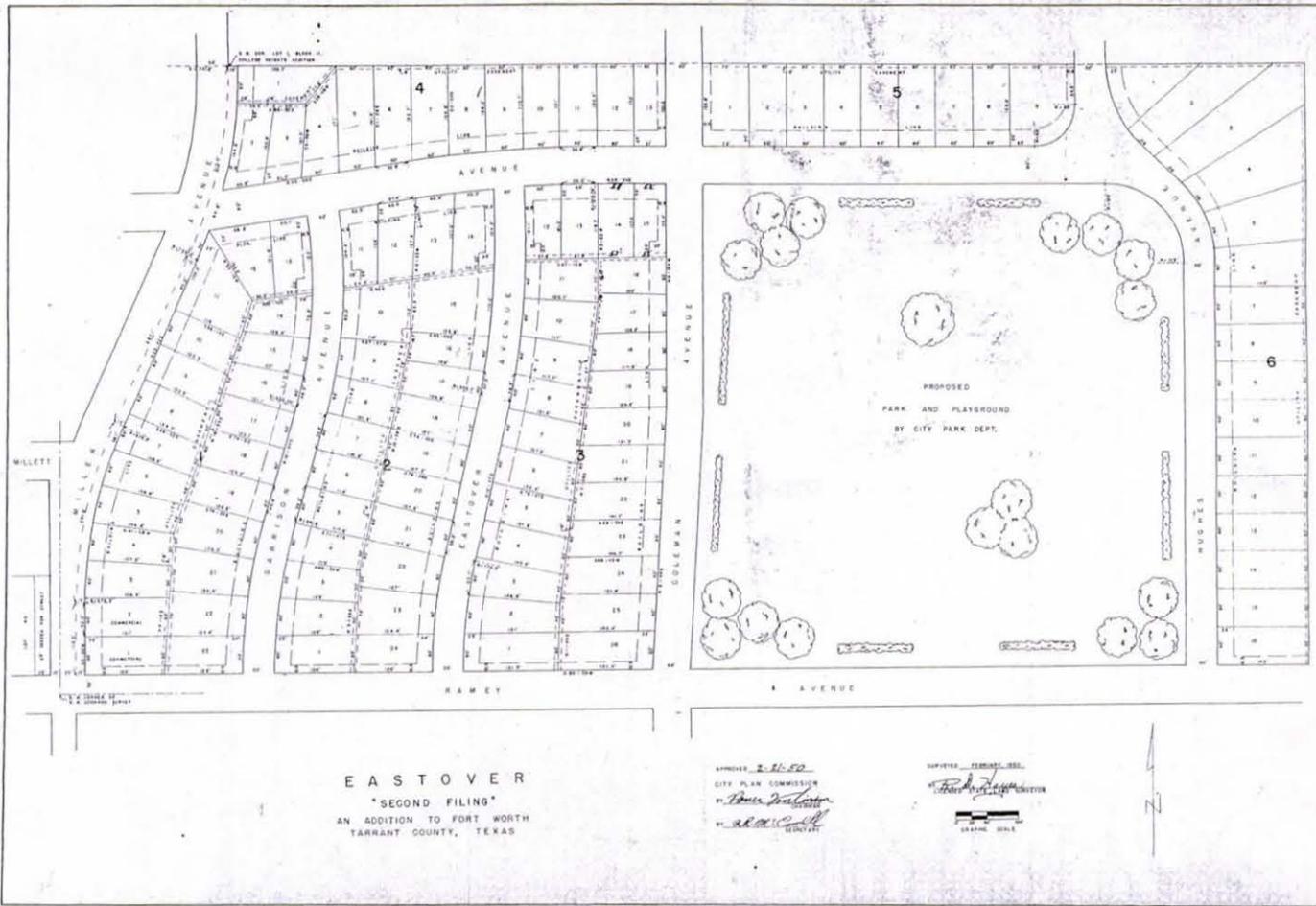
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of October, A. D. 1946.

NOTARIAL SEAL

Mont H. Hahn
Notary Public, Tarrant County, Texas

Filed for Record Oct 21 1946 11:20 A.M.
And Recorded Oct 23 1946 11:00 A.M.
Instrument No. 46223
MELVIN "MEL" FAIRBANK County Clerk
Tarrant County, Texas
M. H. Shively Deputy







BLOCK 26 TRIM 33
 EASTWOOD ADDITION
 TRIM 33
 TARRANT COUNTY, TEXAS

CITY OF FORT WORTH, TEXAS
 CITY PLAT OFFICER
 NOTE: THIS PLAT IS SUBJECT TO THE CITY OF FORT WORTH
 MAP RECORDS, VOLUME 388-Z, PAGE 52.
 DATE: Sept 24, 1954
 City of Fort Worth
 City Plat Officer



01250

6.

File No. MF 115440
Source Deeds Record

Date Filed: 6/25/13
Jerry E. Patterson, Commissioner

By SSD

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

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

THIS LEASE AGREEMENT is made this 9th day of July, 2008, by and between Leobardo Romero a married person, not joined herein by my spouse, as the property herein constitutes no part of her residential homestead whose address is 2921 Bomar Avenue, Fort Worth, Texas 76103 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:

.168 acres of land, more or less, being all of Lot 4, Block 1, of the B Jackson Addition, an addition to the City of Fort Worth, Tarrant County, Texas. (according to that certain plat recorded in Volume 388-C, Page 13, of the Plat Records of Tarrant County, Texas).

in the County of Tarrant, State of TEXAS, containing .168 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

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

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

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

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

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

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

Leobardo Romero
By: Leobardo Romero

By: _____

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 9th day of July, 2008, by: Leobardo Romero



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

STATE OF _____
COUNTY OF _____

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

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





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 01:21 PM
Instrument #: D208282692
LSE 3 PGS \$20.00

By: _____



D208282692

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: DS



OIL AND GAS LEASE

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §



THIS AGREEMENT ("Lease") is made and entered into as of the date herein specified by and between CITY OF FORT WORTH, a home rule municipal corporation of the State of Texas located within Tarrant, Denton, and Wise Counties, Texas, (hereinafter referred to as "Lessor"), and, CHESAPEAKE EXPLORATION, LLC, an Oklahoma limited liability company (hereinafter referred to as "Lessee").

WITNESSETH:

1.

GRANTING CLAUSE

Lessor, in consideration of a cash bonus in hand paid, of the royalties herein provided, and of the agreements of Lessee hereinafter contained, hereby grants, leases, and lets exclusively unto Lessee for the sole purpose of investigating, exploring, drilling, operating, and producing oil and/or gas from the land leased hereunder, together with any liquid or gaseous substances produced in association with oil and gas, the following described land situated in the City of Fort Worth, Texas described in Exhibit "A" attached hereto (the "leased premises").

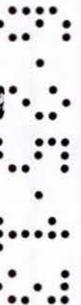
All mineral substances and mineral rights other than oil and gas (and all other liquid or gaseous minerals produced in association with oil or gas) are expressly reserved to Lessor and excepted from this Lease. These reserved mineral rights include, but are not limited to, the rights to lignite, coal and sulfur not produced as a component of oil and gas.

For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 13.5 acres, whether actually containing more or less.

2.

PRIMARY TERM

Subject to the other provisions herein contained, this Lease shall be for a term of two (2) years



from the date of the notarial acknowledgment of Lessor's execution of this instrument (hereinafter called "primary term") and so long thereafter as oil, gas or other minerals granted herein are produced from the leased premises or lands pooled therewith, in paying quantities, or operations are in progress thereon as hereinafter provided, and the royalties are paid as provided herein. For the purposes of this lease, the term "operations" means any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search for or in the endeavor to obtain production of oil or gas, so long as such operations are carried out with due diligence with no cessation of more than ninety (90) consecutive days.

3.

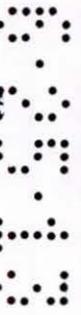
DELAY RENTALS

This is a paid-up lease and no delay rentals are due. Upon termination, Lessee shall prepare, execute and deliver to Lessor a recordable release covering the leased premises in accordance with this Lease. Lessee may at any time or times execute and deliver to Lessor, a release or releases of this Lease as to all or any part of the leased premises, and thereby be relieved of all obligations as to the released land or interest, except for the indemnification obligations described in Paragraph 16 and the plugging obligations of this Lease.

4.

ROYALTIES

Lessee shall pay to Lessor the following royalties, which shall be free of all costs of any kind, including, but not limited to, costs of gathering, production, transportation, treating, compression, dehydration, processing, marketing, trucking or other expense, directly or indirectly incurred by Lessee, whether as a direct charge or a reduced price or otherwise. In this regard, Lessee agrees to bear one hundred percent (100%) of all costs and expenses incurred in rendering hydrocarbons produced on or from the leased premises marketable and delivering the same into the purchaser's pipeline for immediate transportation to an end user or storage facility. Additionally, said royalties shall never bear, either directly or indirectly, under any circumstances, the costs or expenses (including depreciation) to

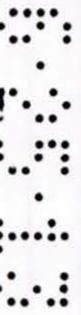


construct, repair, renovate or operate any pipeline, plant, or other facilities or equipment used in connection with the treating, separation, extraction, gathering, processing, refining, compression, transporting, manufacturing or marketing of hydrocarbons produced from the leased premises or lands pooled therewith.

A. On oil, gas (including flared gas) and casinghead gas, together with any other liquid or gaseous hydrocarbons recovered by Lease operations (such as in drips or separators) twenty-five percent (25%) of the proceeds of the sale or of the market value thereof, whichever is higher. Such proceeds of oil, gas and casinghead gas, together with any other liquid or gaseous hydrocarbons recovered by Lease operations, is to be delivered free of cost at the well or to the credit of the Lessor into pipelines, gathering lines, barges or other facilities to which the wells and tanks on the property may be connected. Lessor shall always have the right, at any time and from time to time, upon reasonable written notice to Lessee, to take Lessor's share of oil, gas and processed liquids in kind. Lessor may elect to take Lessor's gas in kind at the well, or at the point of delivery where Lessee delivers Lessee's gas to any third party. If gas is processed, Lessor may elect to take Lessor's share of the residue gas attributable to production from the leased premises, at the same point of delivery where Lessee receives its share of residue gas or has its share of residue gas delivered to a third party. Lessor may elect to have its royalty share of processed liquids stored in tanks at the plant or delivered into pipelines on the same basis as Lessee's share of liquids is stored or delivered. Lessor shall reimburse Lessee for all reasonable costs incurred by Lessee in installing, operating or maintaining additional facilities necessary for Lessor's royalty gas and processed liquids to be separately metered, accounted for, and delivered to a third party, but Lessor shall not be charged for any expense in the production, gathering, dehydration, separation, compression, transportation, treatment, processing or storage of Lessor's share of gas and processed liquids.

B. On products, twenty five percent (25%) of the gross market value or proceeds of sale thereof, whichever is higher.

C. On residue gas or gas remaining after separation, extraction or processing operations,



twenty five percent (25%) of the proceeds of sale or of the market value thereof, whichever is higher.

D. For purposes of this Paragraph 4, the term "market value" shall mean for gas and products therefrom (i) the gross price at which gas or products therefrom are sold pursuant to a Gas Contract, as defined below, that is ratified by Lessor according to Paragraph G below or (ii) if not sold pursuant to a Gas Contract, as defined below, ratified by Lessor and Lessee, the highest gross price reasonably obtainable for the quantity of gas or products available for sale, through good faith negotiations for gas or products produced from the leased premises at the place where such gas or product is available for sale on the date of such a contract with adequate provisions for redetermination of price at intervals of no less frequency than one (1) year to ensure that the production is being sold for no less than the current market price. Included within the definition of "Market Value" as used herein is the presumption that Gas Contracts that are ratified by Lessor are arms-length contracts with purchasers who are not affiliates of Lessee. An "affiliate" includes, but is not limited to, the parent company or a subsidiary of Lessee, a corporation or other entity having common ownership with Lessee, a partner or joint venturer of Lessee with respect to the ownership or operation of the processing plant, a corporation or other entity in which Lessee owns a ten percent or greater interest, or any individual, corporation or other entity that owns a ten percent or greater interest in Lessee. In no event shall "market value" ever be less than the amount actually received by the Lessee for the sale of hydrocarbons.

E. This Lease is intended to cover only oil and gas, but some other substances (including helium and sulphur) may be produced necessarily with and incidental to the production of oil or gas from the leased premises; and, in such event, this Lease shall also cover all such other substances so produced. On all such substances so produced under and by virtue of the terms of this Lease, Lessor shall receive a royalty of twenty five percent (25%) of all such substances so produced and saved, same to be delivered to Lessor, free of all costs; or, at Lessor's election, Lessor's twenty five percent (25%) of such substances shall be sold by Lessee with Lessee's portion of such substances and at the same profit realized by Lessee for its portion of such substances.

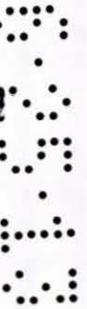
F. All royalties hereinabove provided shall be payable in cash (unless Lessor elects to take

such royalty oil or gas in kind) to Lessor within ninety (90) days following the end of the month in which the first commercial sale of production occurred and thereafter no more than sixty (60) days after the end of the month following the month during which production takes place. Subject to the provisions of Paragraph 10 of this Lease concerning shut-in wells, royalties shall be paid to Lessor by Lessee and/or its assigns or by the product purchaser for oil and/or gas. Upon the failure of any party to pay Lessor the royalty as provided in this paragraph, Lessor may, at Lessor's option, elect to terminate this Lease by sending written notice to Lessee. Lessee shall then have thirty (30) days from the date of service of such written notice in which to avoid termination of this Lease by making or causing to be made the proper royalty payment or payments that should have been paid. If such royalty payment is not made on or before the expiration of the 30-day period, or written approval is not obtained from Lessor to defer such payment, Lessor may elect to terminate this Lease by filing a Notice of Termination with the County Clerk in the county where the leased premises are located. The effective date of said termination shall be the date said Notice of Termination is filed with the said County Clerk.

G. Lessee agrees that it will not enter into any contract for the sale, delivery, transporting or processing of gas produced from the leased premises which shall extend more than two (2) years from the effective date of such sales contract unless such contract has adequate provisions for redetermination of price at intervals of no less frequency than one (1) year to ensure that production from this Lease is not being sold for less than the then current market value. At least thirty (30) days prior to the delivery or the execution of any contract for the sale, delivery, transporting or processing of gas produced from the leased premises, Lessee shall provide Lessor with a complete copy of each proposed contract for the purchase, transportation and/or processing of such gas that Lessee intends to execute (each a "Gas Contract"), whereupon, Lessor shall have fifteen (15) days within which to either ratify such Gas Contract or notify Lessee in writing that it does not approve of such Gas Contract, including a statement of the reasons that Lessor does not approve of such Gas Contract (Lessor's failure to respond within the fifteen (15) days either by ratification or by written notice that it does not approve of the proposed Gas Contract shall be deemed to be Lessor's ratification of such Gas Contract). If Lessor ratifies the Gas

Contract, Lessor shall be deemed bound by the terms of such Gas Contract (and, at Lessee's option, Lessor shall execute such Gas Contract as a party thereto) and the gas or products therefrom sold pursuant to such Gas Contract shall be deemed sold at market value based on the gross price stated therein. Lessee shall not amend or modify any material terms of a Gas Contract ratified by Lessor without the prior written consent of Lessor. If Lessor does not approve of a Gas Contract, Lessee shall consult with Lessor in an effort to agree to the terms of the proposed Gas Contract, and if the other party or parties to the Gas Contract agree to the changes or modifications to the Gas Contract which are proposed by Lessor in order for Lessor to ratify such Gas Contract, then Lessor shall be deemed to have ratified such Gas Contract (and, at Lessee's option, Lessor shall execute such Gas Contract as amended and modified, as a party thereto). If Lessor and Lessee cannot agree on the terms of a Gas Contract that are acceptable to the other party or parties thereto, Lessee may elect to execute such Gas Contract and sell, deliver, transport and process gas according to the terms thereof, subject to the other terms of this Paragraph 4 concerning the payment of Lessor's royalty on gas and products there from, including the right of Lessor to take its share of gas in kind. In the event Lessor elects to take and separately dispose of its royalty share of gas, the parties shall enter into a mutually acceptable balancing agreement providing for (a) the right of an under produced party to make up an imbalance by taking up to 150 percent of its share of production and (b) an obligation to settle any imbalance remaining after depletion in cash, based on the proceeds received by the overproduced party when the imbalance was created, or if the overproduced party's gas was used but not sold, based on the market value of the gas when imbalance was created.

H. In the event Lessee enters into a gas purchase contract which contains what is commonly referred to as a "take or pay provision" (such provision meaning that the gas purchaser agrees to take delivery of a specified minimum volume or quantity of gas over a specified term at a specified price or to make minimum periodic payments to the producer for gas not taken by the purchaser) and the purchaser under such gas purchase contract makes payment to Lessee by virtue of such purchaser's failure to take delivery of such minimum volume or quantity of gas, then Lessor shall be entitled to



twenty five percent (25%) of all such sums paid to Lessee or producer under the "pay" provisions of such gas purchase contract. Such royalty payments shall be due and owing to Lessor within thirty (30) days after the receipt of such payments by Lessee. If the gas purchaser "makes up" such gas within the period called for in the gas contract and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor shall not be entitled to royalty on such "make up" gas. If Lessee is not producing any quantities of gas from the leased premises but is receiving payments under the "pay" portion of such "take or pay" gas purchase contract provision, such payments shall not relieve Lessee of the duty to make shut-in royalty payments if Lessee desires to continue this Lease, but such "take or pay" royalty payments shall be applied as a credit against any shut-in royalty obligation of the Lessee. Lessor shall be a third-party beneficiary of any gas purchase contract and/or transportation agreement entered into between Lessee and any purchaser and/or transporter of Lessor's gas, irrespective of any provision of said contracts to the contrary, and such gas purchase contract and/or transportation agreement will expressly so provide. Further, Lessor shall be entitled to twenty-five percent (25%) of the value of any benefits obtained by or granted to Lessee from any gas purchaser and/or transporter for the amendment, modification, extension, alteration, consolidation, transfer, cancellation or settlement of any gas purchase contract and/or transportation agreement.

I. Lessee agrees that before any gas produced from the leased premises is used or sold off the leased premises, it will be run, free of cost to Lessor, through an adequate oil and gas separator of a conventional type or equipment at least as efficient, to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered and Lessor properly compensated therefor.

J. Any payment of royalty or shut-in gas royalty hereunder paid to Lessor in excess of the amount actually due to the Lessor shall nevertheless become the property of the Lessor if Lessee does not make written request to Lessor for reimbursement within one (1) year from the date that Lessor received the erroneous payment, it being agreed and expressly understood between the parties hereto that Lessor is not the collecting agent for any other royalty owner under the lands covered hereby, and a determination of the name, interest ownership and whereabouts of any person entitled to any payment

whatsoever under the terms hereof shall be the sole responsibility of Lessee. It is further expressly agreed and understood that: (i) this provision shall in no way diminish the obligation of Lessee to make full and punctual payments of all amounts due to Lessor or to any other person under the terms and provisions of this Lease, and (ii) any overpayments made to the Lessor under any provisions of this Lease shall not be entitled to be offset against future amounts payable to parties hereunder.

K. The terms of this Lease may not be amended by any division order and the signing of a division order by any mineral owner may not be made a prerequisite to payment of royalty hereunder.

L. Oil, gas or products may not be sold to a subsidiary or affiliate of Lessee as defined herein without the Lessor's prior written permission.

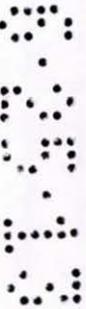
M. Lessee shall pay Lessor royalty on all gas produced from a well on the leased premises and sold or used off the leased premises, regardless of whether or not such gas is produced to the credit of Lessee or sold under a contract executed by or binding on Lessee. Should gas be sold under a sales contract not binding on Lessee, Lessor's royalty will be calculated based on the highest price paid for any of the gas produced from the well from which such gas is produced. In no event will the price paid Lessor for Lessor's share of gas be less than the price paid Lessee for Lessee's share of gas.

5.

POOLING

Lessee, upon the prior written consent of Lessor, which shall not be unreasonably withheld, is hereby given the right 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, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when it is necessary or advisable to do so in order to properly explore, or develop, produce and operate said leased premises in compliance with the spacing rules of the appropriate lawful authority, or when to do so would promote the conservation of oil and gas in and under and that may be produced from said premises. Should Lessee desire to exercise its pooling right as to any part of the land, Lessee shall first provide written notice to Lessor at The City of Fort Worth, Attention: Planning and Development Department, 1000 Throckmorton Street, Fort Worth, Texas 76102. Lessee shall

provide three (3) copies of the notice to the Lessor which shall include a plat of the proposed pooled tract intended to be pooled. Furthermore, Lessee shall describe the amount of the leased premises intended to be included within the pooled unit and the total amount of the proposed pooled unit. Lessor shall have forty-five (45) days following its receipt of the pooling notice to approve or reject the proposed pooled tract by notice to Lessee. If Lessor does not provide notice of approval or rejection within such forty-five (45) day period, the proposed pooled tract shall be deemed approved by Lessor on the forty-sixth day following its receipt of the pooling notice. In the absence of field rules, units pooled for oil and gas hereunder shall not exceed the acreage provided for retained acreage tracts in Section 7. 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 the leased premises are situated an instrument describing the pooled acreage as a pooled unit. In this regard, Lessee shall provide Lessor with a copy of any and all documents filed with any regulatory authority or recorded in the records of any county within thirty (30) days of filing such documents. Upon the recordation of the unit in the county records and the timely furnishing of the copies required herein to Lessor 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, such operations shall be considered as operations for drilling on or production of oil and 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 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, 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. Royalties hereunder shall be computed on the portion of such production, whether it be on 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 this 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 from this 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 delay rental or 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 provided above. As used in this paragraph, 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. Notwithstanding anything to the contrary therein above, all of the leased premises contained in this lease shall be included in a unit unless Lessee is able to demonstrate that for prudent development purposes only a portion of the lease should be included in a unit. In such cases, at least 50% of the leased premises must be included in the unit.



6.

CONTINUOUS DRILLING

At the expiration of the primary term this Lease shall remain in full force and effect for so long as Lessee is conducting Continuous Drilling Operations (as herein defined). Lessee shall be considered to be engaged in Continuous Drilling Operations at the expiration of the primary term if: (1) Lessee is then engaged in drilling operations on the leased premises or lands pooled therewith or (2) Lessee has completed a well as a producer or as a dry hole within one hundred twenty (120) days prior to the expiration of the primary term. Lessee also shall be considered to be engaged in Continuous Drilling Operations for so long thereafter as Lessee conducts drilling operations on the leased premises, or lands pooled therewith, with due diligence and with intervals of no more than one hundred twenty (120) days between the date of completion of one well and the date of commencement of drilling operations on an additional well. "Completion" shall be considered to be the date of release of the completion rig for a completed well, but in no event more than one hundred twenty (120) days following the release of the drilling rig. In the case of a dry hole, "completion" shall be considered to be the date of release of the drilling rig. "Commencement" shall be the actual spud date of a well. Continuous Drilling Operations shall be deemed to have ceased upon the failure of Lessee to commence drilling operations on an additional well within such one hundred twenty (120) day period. When the Continuous Drilling Operations cease, the provisions of Paragraph 7 will be applicable.

7.

RETAINED ACREAGE

A. Vertical Wells

At the expiration of the primary term of this Lease or upon the termination of the continuous drilling program set forth in Paragraph 6, each non-horizontal well drilled hereon capable of producing in paying quantities will hold only forty (40) acres for any formation from the surface to the base of the Barnett Shale formation. As to depths below the base of the Barnett Shale Formation, the proration unit shall be the minimum size necessary to obtain the maximum production allowable. If the proration unit for a well completed below the base of the Barnett Shale Formation is larger than 40 acres, the well may

maintain the Lease as to formations above the base of the Barnett Shale Formation as to not more than 40 acres. All other acreage except that included in a proration unit or pooled unit as described above will cease to be covered by this Lease and will be released. To the extent possible, each such proration unit will be in the shape of a square, with the bottom of the well in the center. Further, it is understood and agreed that Lessee shall earn depths as to each proration unit or pooled unit only from the surface down a depth which is the stratigraphic equivalent to a depth of one hundred feet (100') below the deepest producing formation in such well which is capable of producing oil or gas in paying quantities at the expiration of the primary term of this Lease or upon the termination of the continuous drilling program set forth in Paragraph 6. This Lease will terminate at such time as to all depths below such depths as to each respective proration unit or pooled unit. If production should thereafter cease as to acreage included in a proration unit or pooled unit, this Lease will terminate as to such acreage unless Lessee commences reworking or additional drilling operations on such acreage within ninety (90) days thereafter and continues such reworking or additional drilling operations until commercial production is restored thereon, provided that if more than ninety (90) days elapse between the abandonment of such well as a dry hole and the commencement of actual drilling operations for an additional well, or more than ninety (90) days pass since the commencement of reworking operations without the restoration of commercial production, this Lease shall terminate as to the applicable proration unit or pooled unit.

At any time or times that this Lease terminates as to all or any portion of the acreage of the leased premises, Lessee shall promptly execute and record in the office of the County Clerk in the County where the leased premises are located, a proper release of such terminated acreage and shall furnish executed counterparts of each such release to Lessor at the address shown in Paragraph 19 hereof.

B. Horizontal Wells

It is expressly understood and agreed that, subject to the other terms, provisions and limitations contained in this Lease, Lessee shall have the right to drill "horizontal wells" under the leased premises, or lands pooled therewith. The term "horizontal well" or "horizontally drilled well" shall mean any well that is drilled with one or more horizontal drainholes having a horizontal drainhole displacement of at least five

hundred eighty-five (585) feet. For the purposes of further defining the term "horizontal wells" and "horizontally drilled" reference is made to the definitions contained within Statewide Rule 86, as promulgated by the Railroad Commission of Texas, which definitions are incorporated herein for all purposes.

In the event of any partial termination of the Lease as provided in Paragraph 7A, then, with regard to a well which is a horizontal well or a horizontally drilled well, Lessee shall be entitled to retain all sands and horizons at all depths from the surface down to a depth which is the stratigraphic equivalent of a depth of one hundred (100) feet below the base of the deepest producing formation in such well which is capable of producing oil or gas in paying quantities, but only in a spacing unit the area or number of acres of which are equal to the area or number of acres determined by adding twenty (20) acres for each five-hundred eighty-five (585) feet horizontally drilled to the original forty (40) acres deemed to be a proration unit for each vertical well. Each such tract around each horizontally drilled well shall be as nearly in the shape of a square or a rectangle as is practical with the boundaries of the tract including the entire horizontal drainhole and the lateral boundaries of such tract being approximately equal distance from such drainhole and parallel thereto.

If production should thereafter cease as to acreage included in a proration unit or pooled unit, this Lease will terminate as to such acreage unless Lessee commences reworking or additional drilling operations on such acreage within ninety (90) days thereafter and continues such reworking or additional drilling operations until commercial production is restored thereon, provided that if more than ninety (90) days pass between the abandonment of such well and the commencement of actual drilling operations for an additional well, or more than ninety (90) days pass since the commencement of reworking operations without the restoration of commercial production, the Lease shall terminate as to the applicable proration unit.

At any time or times that this Lease terminates as to all or any portion of the acreage of the leased premises, Lessee shall promptly execute and record in the office of the County Clerk in the County where the leased premises are located, a proper release of such terminated acreage and shall furnish executed

counterparts of each such release to Lessor at the address shown in Paragraph 19 hereof.

8.

OFFSET OBLIGATIONS

In the event a well or wells producing oil or gas should be brought in on land within 330 feet from any boundary of the leased premises, Lessee agrees within ninety (90) days from commencement of production from such well or wells to commence the actual drilling of an offset well or wells on the leased premises; provided that the well or wells which are to be offset are producing in paying quantities and have been perforated and fraced within 330 feet of the leased premises; or Lessee shall release to Lessor free of this Lease the offsetting tract.

9.

FORCE MAJEURE

A. The term "force majeure" as used herein shall mean and include: requisition, order, regulation, or control by governmental authority or commission; exercise of rights or priority or control by governmental authority for national defense or war purpose resulting in delay in obtaining or inability to obtain either material, equipment or means of transportation normally necessary in prospecting or drilling for oil, gas or other mineral granted herein, or in producing, handling or transporting same from the leased premises; war, scarcity of or delay in obtaining materials or equipment; lack of labor or means of transportation of labor or materials; acts of God; insurrection; flood; strike; or other things beyond the control of Lessee. The term "force majeure" shall not include lack of markets for production or any other events affecting only the economic or financial aspects of drilling, development or production or the inability to conform to city, state or federal regulations.

B. Notwithstanding any other provisions of this Lease, but subject to the conditions hereinafter set forth in this Paragraph 9, should Lessee be prevented by "force majeure" as defined above, from conducting drilling or reworking operations on, or producing oil, gas or other mineral from, the leased premises, such failure shall not constitute a ground for the termination of this Lease or subject said Lessee to damages therefore; and the period of time during which Lessee is so prevented shall not be counted against



Lessee, but this Lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas or other mineral from, such leased premises provided, however, that in no event will the primary term be extended unless Lessee has begun the actual drilling of a well prior to the date of the expiration of the primary term. All of the provisions of this paragraph are subject to each of the following express conditions:

The terms and conditions of this paragraph shall not extend beyond the expiration date of any law, order, rule or regulation invoked under this paragraph, and shall be applicable and effective only during the following periods:

(1) If the force majeure shall occur during the primary term of this Lease, it shall not operate to extend this Lease more than two (2) consecutive years beyond the expiration of the primary term.

(2) If the force majeure shall occur during a one hundred twenty (120) day drilling or reworking period provided for in Paragraphs 6 and 7 hereof, after the primary term has expired, then it shall not operate to extend the Lease more than two (2) successive years beyond the expiration of such one hundred twenty (120) day periods.

(3) In no event will the primary term be extended beyond the two (2) year term described in B (1) and B (2).

C. None of the provisions of this paragraph shall ever be or become effective and applicable unless Lessee shall, within a reasonable time (not to exceed sixty (60) days in any event) after occurrence of the claimed event of force majeure above referred to, notify the Lessor, in writing, of such occurrence with full particulars thereof.

D. The terms of this paragraph do not apply to monetary payments due under the terms of this Lease.

10.

SHUT-IN GAS WELL PROVISIONS

If at any time after the expiration of the primary term while there is a gas well on the leased

premises or land pooled therewith which is capable of producing gas in paying quantities, but the production thereof is shut-in or suspended for any reason, and if this Lease is not then continued in force by some other provision hereof, then this Lease shall nevertheless continue in force as to such well and the pooled unit or proration unit allocated to it for a period of sixty (60) days from the date such well is shut-in or at the end of the primary term, whichever is the later date. Before the expiration of any such sixty (60) day period, Lessee or any Assignee hereunder may pay or tender to the Lessor a shut-in royalty equal to Five Thousand Dollars (\$5,000.00) per shut-in gas well and if such payment or tender is timely made, this Lease shall continue in force but only as to said well or wells and the proration unit or the pooled unit allocated to it or them and it shall be considered that gas is being produced from said well or wells in paying quantities for one (1) year from the date such well or wells are shut-in, and in like manner one, and only one, subsequent shut-in royalty payment may be made or tendered and it will be considered that gas is being produced from said well or wells in paying quantities for such additional one (1) year period as well.

Lessee shall not be entitled to recover any shut-in royalty payments from the future sale of gas. Should such shut-in royalty payments not be made in a timely manner as provided in this section, it will be considered for all purposes that there is no production and no excuse for delayed production of gas from any such well or wells, and unless there is then in effect other preservation provisions of this Lease, this Lease shall terminate. Lessee shall pay or tender directly to the Lessor at the address as shown in Paragraph 19 all shut-in royalty payments as required by this Lease.

11.

INFORMATION, ACCESS AND REPORTS

A. Lessor shall have free access at all times to all wells, tanks, and other equipment that services wells under the leased premises, including drilling wells, and Lessee agrees to furnish Lessor, or Lessor's nominee, currently and promptly, upon written request, with full well information including cores, cuttings, samples, logs (including Schlumberger and other electrical logs), copies and results of deviation tests and directional and seismic surveys, and the results of all drill stem tests and other tests of other kind or character that may be made of wells on the leased premises. Upon five (5) business days

notice to Lessee, Lessor or Lessor's nominee shall be furnished with and have free access at all times to Lessee's books and records relative to the production and sale of oil, gas or other minerals from the leased premises, including reports of every kind and character to governmental authorities, State or Federal. Lessor shall have the right at its election to employ gaugers or install meters to gauge or measure the production of all minerals produced from the leased premises, and Lessee agrees to prepare and deliver to Lessor or Lessor's gauger or nominee duplicate run or gauge tickets for all minerals removed from the premises. Lessee shall furnish to Lessor daily drilling reports on each well drilled.

B. Lessee shall furnish to Lessor, within a reasonable time after its execution, a copy of any gas purchase contract or transportation agreement entered into in connection with the leased premises, or if there is already a gas purchase contract or transportation agreement in effect due to Lessee's operations in the field, then a copy of that contract. Furthermore, a copy of any amendments to the gas purchase contract or transportation agreement shall be furnished said Lessor within thirty (30) days after execution thereof; and on request of Lessor and without cost to the Lessor, Lessee shall furnish Lessor a copy of the following reports: core record, core analysis, well completion, bottom hole pressure measurement, directional survey records, electrical and induction surveys and logs, gas and oil ratio reports, paleontological reports pertaining to the paleontology of the formations encountered in the drilling of any wells on the leased premises, and all other reports which pertain to the drilling, completing or operating of the wells located on the leased premises. Such information shall be solely for Lessor's use, and Lessor shall in good faith attempt to keep same confidential for twelve (12) months after receipt.

C. Lessee shall advise Lessor in writing of the location of all wells drilled upon the leased premises or land pooled therewith on or before thirty (30) days prior to commencement of operations, and shall advise Lessor in writing the date of completion and/or abandonment of all wells drilled upon the leased premises or land pooled therewith within thirty (30) days after completion or abandonment.

12.

PRESERVATION OF ECOLOGY OF LEASED PREMISES

Any overflows or releases affecting the leased premises, including, but not limited to, salt water, mud, chemical, or oil shall be reported immediately to Lessor. Lessee shall not use any water in, on or under the leased premises without the prior written consent of the Lessor.

13.

REMOVAL OF EQUIPMENT

Lessee shall have the right at any time during or within six (6) months after the expiration of this Lease (but not thereafter) to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing, except as to water wells as provided for in Paragraph 14 (d). This paragraph shall not apply to equipment or casing on or in an oil or gas well capable of producing in paying quantities, but Lessee shall be paid reasonable salvage value for any such casing or equipment. It is contemplated that Lessee may drill across and through lands covered by this agreement where production is not obtained or ceases. Where the casing or pipeline placed or laid through such non-producing lands is necessary to the production of a well or wells located on other lands covered by this Lease, or lands pooled therewith, it is expressly understood and agreed that Lessor will make no demand that such casing, pipelines or other equipment necessary for the production of a well or wells drilled by Lessee be removed as long as such casing, pipelines and other equipment is necessary for the production of a producing well or wells drilled by Lessee.

14.

ASSIGNABILITY BY LESSEE

This lease may be assigned in whole or in part by Lessee and the provisions shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that any such assignment by Lessee shall require the prior written consent of Lessor, with the exception of the following:



- (i) Any assignment of an overriding royalty interest that does not provide, by option or otherwise, for such overriding royalty interest to convert at any time to a working or leasehold estate interest;
- (ii) Any assignment of a working or leasehold interest to wholly owned subsidiaries of Chesapeake Energy Corporation, Aubrey McClendon, Larchmont Resources, L.L.C., or any successors and assigns of such;
- (iii) Any assignment of a working interest to Total E&P, USA, Inc. and/or its successors and assigns (up to accumulative working or leasehold interest of twenty-five percent (25%);
- (iv) Any assignment of a non-operating working or leasehold interest of ten percent (10%) or less, provided that Chesapeake Exploration, L.L.C. remains the Operator of the Lease.

However, the Lessor shall be given written notice of any such assignment. All such approved transfers must be recorded in the county where the leased premises are located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be delivered to the Lessor within sixty (60) days of the execution date. Every transferee shall succeed to all rights and be subject to all obligations, liability, and penalties owed to the Lessor by the original Lessee or any prior transferee of the Lease, including any liabilities to the Lessor for unpaid royalties. No such transfer shall release the Lessee (or any subsequent transferor) from any obligation hereunder. Any cost incurred by the Lessor including without limitation, attorney fees or the cost of the time of Lessor's city attorneys due to a transfer by Lessee shall be reimbursed to Lessor 30 days after invoice by Lessor.

15.

NO WARRANTY

This Lease is given and granted without warranty of title, express or implied, in law or in equity. Lessor agrees that Lessee, at Lessee's option, may purchase or discharge, in whole or in part, any tax, mortgage or other lien upon the leased premises and thereupon be subrogated to the right of the holder thereof, and may apply royalties accruing hereunder toward satisfying same or reimbursing Lessee. It is also agreed that if Lessor owns an interest in the oil and gas under the leased premises less than the entire fee simple estate therein, the royalties to be paid Lessor shall be reduced proportionately, but in no event shall the shut-in royalty amount for a gas well, as provided for in Paragraph 10 hereof, be reduced.



INDEMNITY

LESSEE SHALL EXPRESSLY RELEASE AND DISCHARGE, ALL CLAIMS, DEMANDS, ACTIONS, JUDGMENTS, AND EXECUTIONS WHICH IT EVER HAD, OR NOW HAS OR MAY HAVE, OR ASSIGNS MAY HAVE, OR CLAIM TO HAVE, AGAINST THE LESSOR OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, SUCCESSORS, ASSIGNS, SPONSORS, VOLUNTEERS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF PERSONAL INJURIES, KNOWN OR UNKNOWN, AND INJURIES TO PROPERTY, REAL OR PERSONAL, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK PERFORMED BY THE LESSEE. THE LESSEE SHALL FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION AND ANY AND ALL LIABILITY, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, FINES, PENALTIES, COSTS, FEES, AND EXPENSES INCURRED IN DEFENSE OF THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF BONUS AND/OR ROYALTIES REGARDING OWNERSHIP OF THE LESSOR'S MINERAL INTEREST OF THE LEASED PREMISES WHICH MAY BE MADE OR ASSERTED BY LESSEE, ITS AGENTS, ASSIGNS, OR ANY THIRD PARTIES ON ACCOUNT OF, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE OWNERSHIP AND TITLE OF THE MINERAL INTEREST OF THE LESSOR UNDER THIS LEASE.

THE LESSEE SHALL FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS,

EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION AND ANY AND ALL LIABILITY, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, FINES, PENALTIES, COSTS, FEES, AND EXPENSES INCURRED IN DEFENSE OF THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES AND DEATH IN CONNECTION THEREWITH WHICH MAY BE MADE OR ASSERTED BY LESSEE, ITS AGENTS, ASSIGNS, OR ANY THIRD PARTIES ON ACCOUNT OF, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK PERFORMED BY THE LESSEE UNDER THIS LEASE.

THE LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM ANY LIABILITIES OR DAMAGES SUFFERED AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THE LESSOR, ITS DEPARTMENTS, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF THE ACTS OR OMISSIONS OF THE LESSOR OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE LESSOR OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE LESSEE TO INDEMNIFY AND PROTECT LESSOR AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE LESSOR AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, WHETHER THAT NEGLIGENCE IS

THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

17.

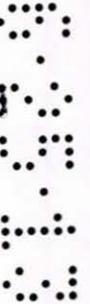
INSURANCE

Lessee shall provide or cause to be provided the insurance described in the City of Fort Worth Gas Ordinance for each well drilled under the terms of this Lease, such insurance to continue until the well is abandoned and the site restored. Such insurance shall provide that Lessor shall be a co-insured, without cost, and that said insurance can not be canceled or terminated without thirty (30) days prior notice to Lessor and ten (10) days notice to Lessor for nonpayment of premiums.

18.

RELEASES REQUIRED

Within thirty (30) days after the partial termination of this Lease as provided under any of the terms and provisions of this Lease, Lessee shall deliver to Lessor a plat showing the production units designated by Lessee, copies of logs showing depths to be retained within each unit, and a fully executed, recordable release properly describing by metes and bounds the lands and depths to be retained by Lessee around each producing well. If this Lease terminates in its entirety, then Lessee shall deliver a complete, fully executed, recordable release to Lessor within thirty (30) days. If such release complies with the requirements of this section, Lessor shall record such release. If Lessee fails to deliver a release complying with the requirements of this section within thirty (30) days after Lessor's demand therefore, then Lessee shall pay Lessor an amount equal to Five Dollars (\$5.00) per acre per day for each acre of the leased premises that should have been released, beginning with the 30th day after the date of Lessor's request and continuing until such release has been executed and delivered to Lessor. It is agreed that actual damages to Lessor for Lessee's failure to deliver such release are difficult to ascertain with any certainty, and that the payments herein provided are a reasonable estimate of such damages and shall be considered liquidated damages and not a penalty. Furthermore, Lessor is hereby authorized to execute



and file of record an affidavit stating that this Lease has expired and the reason therefore, and such affidavit shall constitute prima facie evidence of the expiration of this Lease or any part of this Lease.

19.

NOTICES

A. **Notifications Required.** Lessee shall advise Lessor in writing of the location of all wells to be drilled under the leased premises or on land pooled therewith on or before thirty (30) days prior to commencement of operations, and shall advise Lessor in writing the date of completion and/or abandonment of all wells drilled under the leased premises or on land pooled therewith within thirty (30) days after completion or abandonment. Such notice shall include furnishing the Lessor a copy of the applicable completion or plugging report filed with any governmental or regulatory agency and a plat or map showing the location of all wells under this Lease or lands pooled therewith.

Lessee shall also advise Lessor in writing the date of testing, fracing, reworking, recompletion, pluggin back or repairing of all wells drilled under the leases premises or on land pooled therewith within thirty (30) days after such activity occurs. Reports are also to be made monthly, to include name of well, total monthly production and total product sales. On a quarterly basis, Lessee shall provide a report demonstrating its compliance with the Minority/Women Business Enterprise (MWBE) Goal of 3% for leases over 40 acres.

B. All notices, information, letters, surveys, reports, material, and all other documents, required or permitted to be sent to Lessor by Lessee shall be sent by certified United States mail, postage prepaid, return receipt required, to the following address:

City of Fort Worth
Attention: Planning and Development Department
1000 Throckmorton Street
Fort Worth, Texas 76102

C. All notices required or permitted to be sent to Lessee by Lessor shall be sent to Lessee by

certified United States mail, postage prepaid, return receipt requested to the following address:

Chesapeake Exploration, LLC
Attention: Mr. Henry Hood
P.O. Box 18496
Oklahoma City, OK 73154

D. Service of notices, and other documents, hereunder is complete upon deposit of the mailed material in a post office or official depository under the care and custody of the United States Postal Service, in a postpaid, properly addressed and certified wrapper.

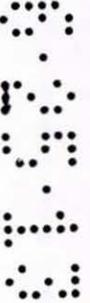
E. Any party hereto shall have the right to change the name or address of the person or persons required to receive notices, and other documents, by so notifying the other party in writing.

20.

BREACH BY LESSEE

Lessee shall conduct Lessee's operations in strict compliance with all of the terms and provisions of this Lease and with all applicable local, state and federal rules and the regulations of any regulatory body having jurisdiction of such operations including, but not limited to, all local, state and federal environmental rules and regulations and applicable city ordinances.

In the event Lessor considers that operations are not, at any time, being conducted in compliance with this Lease, or any implied covenant of this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach of any express or implied covenant or obligation of Lessee hereunder and, Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with its obligations hereunder. Failure on the part of Lessee to timely commence efforts to rectify any such breach and to exercise diligence in remedying any such breach shall operate as a forfeiture of this Lease as to the portion thereof effected by such breach; provided that if Lessee, in good faith, disputes any alleged grounds of breach set forth in such notice, Lessee may, within said sixty (60) day period, institute a



Declaratory Judgment Action in any District Court in a county where all or part of the said leased premises are located questioning whether it has in fact breached any expressed or implied covenant of this Lease, thereby staying any forfeiture during the pendency of such action. However, in the event that Lessor obtains a final judicial ascertainment in any such proceeding that Lessee is in breach of any covenant hereof, express or implied, then it is agreed that Lessor shall be entitled to a decree providing for cancellation or forfeiture of the Lease in the event such breach is not rectified or commenced in good faith to be rectified by Lessee within thirty (30) days from date such decree becomes final.

21.

LOCATION OF DRILLING ACTIVITY, PIPELINES AND EQUIPMENT

No drilling or other activity shall be conducted on the surface of the leased premises and no roads, electric lines, pipelines, equipment, or other structures shall be placed on the surface of the leased premises.

22.

COMPLIANCE WITH LAWS

Lessee shall comply with all applicable rules, regulations, ordinances, statutes and other laws in connection with any drilling, producing or other operations under the terms of this Lease, including, without limitation, the oil and gas well regulations of the City of Fort Worth.

23.

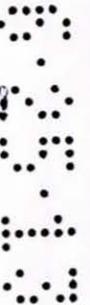
CONFLICT OF INTEREST

Lessee represents that Lessee; its officers and directors, are not employees or officers of the City of Fort Worth nor is Lessee (its officers and directors) acting on behalf of any such officer or employee of the City of Fort Worth.

24.

TERMS

All of the terms and provisions of this Lease shall extend to and be binding upon the heirs, executors, administrators, successors and authorized assigns of the parties hereto.



25.

ENTIRE AGREEMENT

This Lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein; and this Lease shall be binding upon each party executing the same, regardless of whether or not executed by all owners of the above described land or by all persons above named as "Lessor", and, notwithstanding the inclusion above of other names as "Lessor", this term as used in this Lease shall mean and refer only to such parties as execute this Lease and their successors in interest.

26.

CAPTIONS

The captions to the various paragraphs of the Lease are for convenience only, to be used primarily to more readily locate specific provisions. They shall not be considered a part of the Lease, nor shall they be used to interpret any of the Lease provisions.

27.

COUNTERPARTS

This Lease may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signature thereto and hereto were upon the same instrument.

28.

INTERPRETATION

In the event of any dispute over the meaning or application of any provision of this Lease, this Lease shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Lease.

29.

NO THIRD PARTY RIGHTS

The provisions and conditions of this Lease are solely for the benefit of the Lessor and the Lessee, and any lawful assign or successor of the Lessee and are not intended to create any rights,



contractual or otherwise, to any other person or entity.

30.

SEVERABILITY

If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

31.

VENUE AND JURISDICTION

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Lease, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Lease shall be construed in accordance with the laws of the State of Texas.

32.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Lessee shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the Lessor. Lessee shall have the exclusive right to control all details and day-to-day operations relative to this Lease and all Exhibits and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Lessee acknowledges that the doctrine of *respondeat superior* will not apply as between the Lessor and Lessee, its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Lessee further agrees that nothing in this Lease will be construed as the creation of a partnership or joint enterprise between the Lessor and Lessee.

33.

GOVERNMENTAL POWERS

It is understood that by execution of this Lease, the Lessor does not waive or surrender any of its governmental powers.

EXECUTED and effective as of the date of the notarial acknowledgment of the Lessor's execution.

LESSOR:

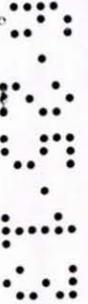
CITY OF FORT WORTH

By: *Fernando Costa*
Fernando Costa
Assistant City Manager

ATTEST:
Mary Kay
City Secretary

APPROVED AS TO FORM AND LEGALITY:

By: *Christina Reynolds*
Assistant City Attorney



Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Fernando Costa, Assistant City Manager of the City of Fort Worth, a home-rule municipal corporation of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and, that he has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of February 2012.

[SEAL]
Linda M Hurlinger Notary Public in and for the
State of Texas

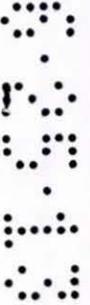
My Commission Expires: Feb 2, 2014 Print Name of Notary Public Here
Linda M Hurlinger



EXHIBIT A

13.5 acres of land, more or less, being all of the certain 41.1 acres of land, more or less, being a tract of land out of the G. W. Coonrod Survey, Abstract 291, Tarrant County, Texas, and being more particularly described by the metes and bounds in the certain deed dated April 5th, 1944, by and between W. R. Howard and wife, Birdie Ida Howard, as Grantor(s), and the City of Fort Worth, as Grantee, and recorded in Volume 1929, Page 39, of the Deed Records of Tarrant County, Texas; SAVE AND EXCEPT 27.6 acres of land, more or less, being all of the Blocks 1, 2, 3, 4, 5, 6, and Hughes Ave, Coleman Ave, Eastover Ave, and Garrison Ave, out of the Eastover Addition, Second Filing, an addition to the City of Fort Worth, Tarrant county, Texas, according to the certain plat recorded in Volume 388-G, Page 43, of the Plat Records of Tarrant County, Texas.

(EASTOVER PARK)



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

15

OIL, GAS AND MINERAL LEASE

EASTWOOD
ADD
SEE
MT Tabor

THIS AGREEMENT made this 26th day of September 2006, between Greater Mount Tabor Christian Center, a Texas non-profit corporation F/K/A Greater Mount Tabor Missionary Baptist Church, Lessor (whether one or more), whose address is 2513 South Edgewood Terrace, Fort Worth, Texas 76105, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, Texas 75201, Lessee, WITNESSETH

1 Lessor in consideration of Ten and No/100—Dollars (\$10 00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to wit

See Exhibit "A"

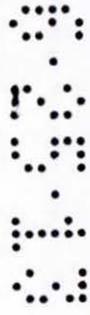
This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above

2 This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder

3 As royalty, lessee covenants and agrees (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fourth (1/4) of the cost of treating oil to render it marketable pipeline oil, (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fourth (1/4) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fourth (1/4) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fourth (1/4) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression, (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1 00) per long ton If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1 00) for each acre of land then covered hereby Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Lessor's address given above or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each

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

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



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

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

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

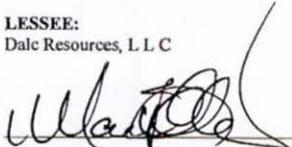
9 Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties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

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

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

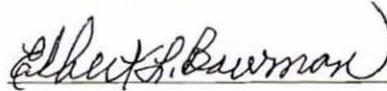
IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSEE:
Dalc Resources, L.L.C.

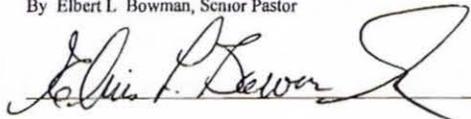


By Mancr B Shaw, Attorney-In-Fact

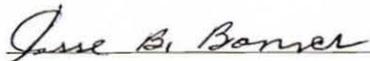
LESSOR:
Greater Mount Tabor Christian Center



By Elbert L. Bowman, Senior Pastor



By Elvis L. Bowman, Sr., Pastor



By Jesse B. Bonner, Sr., Chairman of Deacons

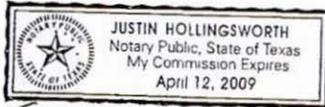


ACKNOWLEDGMENTS

STATE OF *Texas*
COUNTY OF *Tarrant*

This instrument was acknowledged before me on the *26th* day of *September*, 2006
by *Maner B Shaw, Attorney-in-Fact for Dale Resources, L.L.C.*, a Texas limited liability corporation on behalf of said corporation

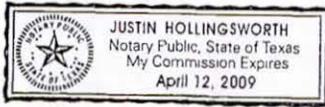
[Signature]
Notary Public, State of _____



STATE OF *Texas*
COUNTY OF *Tarrant*

This instrument was acknowledged before me on the *26th* day of *September*, 2006
By *Elbert L. Bowman*, as Senior Pastor of Greater Mount Tabor Christian Center, a Texas non-profit corporation on behalf of said corporation

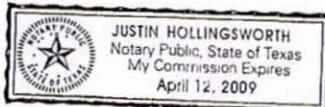
[Signature]
Notary Public, State of _____



STATE OF *Texas*
COUNTY OF *Tarrant*

This instrument was acknowledged before me on the *26th* day of *September*, 2006
By *Elyis L. Bowman, Sr.*, as Pastor of Greater Mount Tabor Christian Center, a Texas non-profit corporation on behalf of said corporation

[Signature]
Notary Public, State of _____



STATE OF *Texas*
COUNTY OF *Tarrant*

This instrument was acknowledged before me on the *26th* day of *September*, 2006
By *Jesse B. Bonter, Sr.*, as Chairman of Deacons of Greater Mount Tabor Christian Center, a Texas non-profit corporation on behalf of said corporation

[Signature]
Notary Public, State of _____

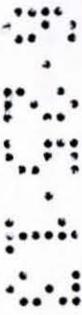
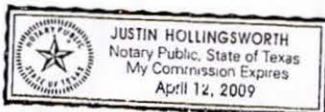


Exhibit "A"

Tract 1:

15.5 acres of land, more or less, out of the G.J. Assabranner Survey, Abstract 7, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated March 10, 1999, by and between The Fort Worth Scottish Rite Foundation, Inc., as Grantor, and Greater Mount Tabor Missionary Baptist Church N/K/A Greater Mount Tabor Christian Center, as Grantee, and recorded in Instrument Number D199061430 of the Official Public Records of Tarrant County, Texas.

Tract 2:

2.0 acres of land, more or less, being a portion of Block 1, of the Eastcrest Subdivision, a subdivision of the City of Fort Worth, Tarrant County, Texas, as described in that certain deed dated January 30, 1987, by and between Lester W. Mathis, as Grantor, and Harold D. Hammett, as Grantee, and recorded in Volume 8828, Page 37, of the Deed Records of Tarrant County, Texas.

Tract 3:

.68 acres of land, more or less, being all of that certain 4 acres of land, more or less, out of the G. J. Assabranner Survey, Abstract 7, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated January 8, 1944, by and between T. J. Cartwright and wife Agnes Cartwright, as Grantor, and A.M. Pate, Jr., as Grantee, and recorded in Volume 1617, Page 281, of the Deed Records of Tarrant County, Texas; SAVE AND EXCEPT 3.32 acres of land, more or less, that now lies within the boundaries of the Eastcrest Addition, City of Fort Worth, Tarrant County, Texas.

Tract 4:

1.117 acres of land, more or less, being a portion of Block 33, Eastwood Addition, an addition to the City of Fort Worth, Tarrant County, Texas, more particularly described by metes and bounds in that certain deed dated December 14, 1976, by and between A.M. Pate, Jr., as Grantor, and Greater Mt. Tabor Missionary Baptist Church, as Grantee, and recorded in Volume 6142, Page 668, of the Deed Records of Tarrant County, Texas.

Tract 5:

1.117 acres of land, more or less, being a portion of Block 33, Eastwood Addition, an addition to the City of Fort Worth, Tarrant County, Texas, more particularly described by metes and bounds in that certain deed dated December 14, 1976, by and between Sebert L. Pate, as Grantor, and Greater Mt. Tabor Missionary Baptist Church, as Grantee, and recorded in Volume 6142, Page 672, of the Deed Records of Tarrant County, Texas.

Tract 6:

1.117 acres of land, more or less, being a portion of Block 33, Eastwood Addition, an addition to the City of Fort Worth, Tarrant County, Texas, more particularly described by metes and bounds in that certain deed dated January 11, 1977, by and between Sebert L. Pate, as Grantor, and Greater Mt. Tabor Missionary Baptist Church, as Grantee, and recorded in Volume 6157, Page 85, of the Deed Records of Tarrant County, Texas.

Tract 7:

1.117 acres of land, more or less, being a portion of Block 33, Eastwood Addition, an addition to the City of Fort Worth, Tarrant County, Texas, more particularly described by metes and bounds in that certain deed dated June 15, 1999, by and between Sharon L. Pate, A.M. Pate, III and John McCullough, Vice President of Nationsbank, N.A., dba Bank of America, N.A., Trustee under agreement for Charles P. Pate and Sheila Pate, as Grantor, and Greater Mount Tabor Christian Center, a Texas nonprofit corporation, as Grantee, and recorded in Instrument Number D199157749 of the Official Public Records of Tarrant County, Texas

Tract 8:

1.187 acres of land, more or less, being all of Lot 9-R, of the Greater Mt. Tabor Missionary Baptist Church Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-93, Page 365, of the Plat Records of Tarrant County, Texas.

Tract 9:

.38 acres of land, more or less, being all of Lot 5, Block 5, of the Sheraton Addition and a portion of Tract A, Block 5, of the Sheraton Addition, and addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-29, Page 332, of the Plat Records of Tarrant County, Texas, and being more particularly described by metes and bounds in

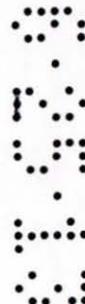


Exhibit "A" (cont.)

that certain deed dated April 12, 1976, by and between Charlie Whitmore and wife Florence Whitmore, both, as Grantor, and Greater Mt. Tabor Missionary Baptist Church, as Grantee, and recorded in Volume 6343, Page 657, of the Deed Records of Tarrant County, Texas.

Tract 10:

1.9 acres of land, more or less, being all of Lots 6, 10, and 11, of the TKACZ Addition, an addition to the City of Fort Worth, Tarrant County, according to the plat thereof recorded in Volume 388-31, Page 6, of the Plat Records of Tarrant County, Texas.

Tract 11:

.169 acres of land, more or less, being all of Lot 10, Block 2, of the Sheraton Subdivision, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded thereof in Volume 388-26, Page 45, of the Plat Records of Tarrant County, Texas.

Said lands are hereby deemed to contain 26.284 acres of land, more or less.



Exhibit "A"

Tract 1:

15.5 acres of land, more or less, out of the G.J. Assabranner Survey, Abstract 7, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated March 10, 1999, by and between The Fort Worth Scottish Rite Foundation, Inc., as Grantor, and Greater Mount Tabor Missionary Baptist Church N/K/A Greater Mount Tabor Christian Center, as Grantee, and recorded in Instrument Number D199061430 of the Official Public Records of Tarrant County, Texas.

Tract 2:

2.0 acres of land, more or less, being a portion of Block 1, of the Eastcrest Subdivision, a subdivision of the City of Fort Worth, Tarrant County, Texas, as described in that certain deed dated January 30, 1987, by and between Lester W. Mathis, as Grantor, and Harold D. Hammett, as Grantee, and recorded in Volume 8828, Page 37, of the Deed Records of Tarrant County, Texas.

Tract 3:

.68 acres of land, more or less, being all of that certain 4 acres of land, more or less, out of the G. J. Assabranner Survey, Abstract 7, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated January 8, 1944, by and between T. J. Cartwright and wife Agnes Cartwright, as Grantor, and A.M. Pate, Jr., as Grantee, and recorded in Volume 1617, Page 281, of the Deed Records of Tarrant County, Texas; SAVE AND EXCEPT 3.32 acres of land, more or less, that now lies within the boundaries of the Eastcrest Addition, City of Fort Worth, Tarrant County, Texas.

Tract 4:

1.117 acres of land, more or less, being a portion of Block 33, Eastwood Addition, an addition to the City of Fort Worth, Tarrant County, Texas, more particularly described by metes and bounds in that certain deed dated December 14, 1976, by and between A.M. Pate, Jr., as Grantor, and Greater Mt. Tabor Missionary Baptist Church, as Grantee, and recorded in Volume 6142, Page 668, of the Deed Records of Tarrant County, Texas.

Tract 5:

1.117 acres of land, more or less, being a portion of Block 33, Eastwood Addition, an addition to the City of Fort Worth, Tarrant County, Texas, more particularly described by metes and bounds in that certain deed dated December 14, 1976, by and between Sebert L. Pate, as Grantor, and Greater Mt. Tabor Missionary Baptist Church, as Grantee, and recorded in Volume 6142, Page 672, of the Deed Records of Tarrant County, Texas.

Tract 6:

1.117 acres of land, more or less, being a portion of Block 33, Eastwood Addition, an addition to the City of Fort Worth, Tarrant County, Texas, more particularly described by metes and bounds in that certain deed dated January 11, 1977, by and between Sebert L. Pate, as Grantor, and Greater Mt. Tabor Missionary Baptist Church, as Grantee, and recorded in Volume 6157, Page 85, of the Deed Records of Tarrant County, Texas.

Tract 7:

1.117 acres of land, more or less, being a portion of Block 33, Eastwood Addition, an addition to the City of Fort Worth, Tarrant County, Texas, more particularly described by metes and bounds in that certain deed dated June 15, 1999, by and between Sharon L. Pate, A.M. Pate, III and John McCullough, Vice President of Nationsbank, N.A., dba Bank of America, N.A., Trustee under agreement for Charles P. Pate and Sheila Pate, as Grantor, and Greater Mount Tabor Christian Center, a Texas nonprofit corporation, as Grantee, and recorded in Instrument Number D199157749 of the Official Public Records of Tarrant County, Texas

Tract 8:

1.187 acres of land, more or less, being all of Lot 9-R, of the Greater Mt. Tabor Missionary Baptist Church Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-93, Page 365, of the Plat Records of Tarrant County, Texas.

Tract 9:

.38 acres of land, more or less, being all of Lot 5, Block 5, of the Sheraton Addition and a portion of Tract A, Block 5, of the Sheration Addition, and addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-29, Page 332, of the Plat Records of Tarrant County, Texas, and being more particularly described by metes and bounds in



Exhibit "A" (cont.)

that certain deed dated April 12, 1976, by and between Charlie Whitmore and wife Florence Whitmore, both, as Grantor, and Greater Mt. Tabor Missionary Baptist Church, as Grantee, and recorded in Volume 6343, Page 657, of the Deed Records of Tarrant County, Texas.

Tract 10:

1.9 acres of land, more or less, being all of Lots 6, 10, and 11, of the TKACZ Addition, an addition to the City of Fort Worth, Tarrant County, according to the plat thereof recorded in Volume 388-31, Page 6, of the Plat Records of Tarrant County, Texas.

Tract 11:

.169 acres of land, more or less, being all of Lot 10, Block 2, of the Sheraton Subdivision, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded thereof in Volume 388-26, Page 45, of the Plat Records of Tarrant County, Texas.

Said lands are hereby deemed to contain 26.284 acres of land, more or less.



Exhibit "B"

ATTACHED TO AND MADE PART OF THAT CERTAIN PAID UP OIL, GAS AND MINERAL LEASE DATED September 26, 2006 BETWEEN Greater Mount Tabor Christian Center, a Texas non-profit corporation F/K/A Greater Mount Tabor Missionary Baptist Church AS LESSOR, AND DALE RESOURCES, L.L.C., AS LESSEE.

11. 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.

12. Surface Drillsites:

(A) In addition to the right to use the surface of the Lease Premises for purposes set forth in this Lease, Lessee is hereby granted the exclusive right to use the Lease Premises for the purpose of drilling directional and horizontal oil and gas wells from the surface of the Lease Premises and to drill through the subsurface in order to operate and produce such wells for production of oil, gas and associated hydrocarbons from lands other than the Lease Premises. As consideration for the rights granted in this paragraph, Lessor shall be entitled to an overriding royalty of **2.5%** of 8/8ths of the production from each well with a surface location on the Lease Premises which overriding royalty shall be proportionately reduced based on the amount of Lease royalty participation of the Lessor in production from such well as hereinafter set forth:

(1) In the event that the well produces from lands other than the Lease Premises and no portion of the Lease Premises is included in a pooled unit from which such well produces such that Lessor receives no Lease royalty on production from the well, the Lessor will be entitled to receive 100% of the overriding royalty of **2.5%** of 8/8ths.

(2) In the event that the well produces from a pooled unit which includes a portion of the Lease Premises such that Lessor receives lease royalty on an allocated share of production from the well, then the overriding royalty shall be proportionately reduced based on the amount of acreage from the Lease Premises included in the pooled unit. The amount of reduction shall be a fraction with the denominator being the total amount of acreage in the pooled unit and the numerator being the amount of acreage from the Lease Premises within the pooled unit. For example, if the well is producing from a pooled unit comprising a total of 160 acres, of which 10 acres is from the Lease Premises, the overriding royalty will be reduced by $10 \div 160 = 6.25\%$. Reduction of the **2.5%** overriding royalty by 6.25% results in an overriding royalty of 2.34375% to the Lessor.

(B) Lessee shall convey the overriding royalty set forth above to Lessor within sixty (60) days from the date of first production from each well. The overriding royalty assignment shall be limited to the production from the well and shall be free and clear of all costs and expenses of production save and except applicable taxes



(C) It is intended that the overriding royalty for surface sites provided by this paragraph shall be owned by Lessor as owner of the mineral interest covered by this Lease and in the event of severance of the mineral estate from the surface estate, the right to the overriding royalty shall remain with the owner of the mineral estate.

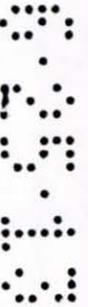
(D) In the event the well is a Lease well bottomed entirely on the Lease Premises such that Lessor receives the Lease royalty provided by this Lease on 100% of the production from such well without dilution, then Lessor shall receive none of the overriding royalty.

(E) Notwithstanding the expiration of the term of this Lease, the right to use of the surface granted herein shall survive for a period of five (5) years from the expiration of this Lease and as long thereafter as there is production, or drilling or reworking operations on any well surfaced on the Lease Premises with no cessation of more than 120 consecutive days. It is not the intent of Lessor or Lessee that any provision herein violate any applicable law regarding the rule against perpetuities, the suspension of the absolute power of alienation, or other rules regarding the vesting or duration of estates, and Lessor's right to future assignments of an overriding royalty shall be construed as not violating such rule to the extent the same can be so construed consistent with the intent of the parties. In the event, however, that any provision hereof is determined to violate such rule, then such provision shall nevertheless be effective for the maximum period (but not longer than the maximum period) permitted by such rule that will result in no violation. To the extent such maximum period is permitted to be determined by reference to "lives in being", Lessor and Lessee agree that "lives in being" shall refer to the lifetime of the last to die of the now living lineal descendants of the late Senator Prescott Bush (paternal grandfather of the current President).

13. Lessee agrees to pay surface damage for the specific operations stated below, as follows:

Well Locations: \$25,000.00 for each operations site constructed on the leased premises. Such well location damages shall include the tank battery, meter runs, flow lines, power lines, telephone lines, electric lines and such additional equipment as may be necessary for the normal production of oil and gas for the initial well drilled on the leased premises. Lessee shall pay Lessor \$10,000 for each additional well drilled from said operations site.

The operations site shall be limited to no more than five (5) acres during actual drilling operations and shall be reduced to not more than two (2) acres permanently for up to four (4) wells. Such operations site shall be subject to temporary enlargement to five (5) acres at any time during the period hereof that drilling of off-premises wells is permitted in order to accommodate additional operations. Lessee may enlarge the permanent operations site up to a maximum of one (1) acre in total for the succeeding group of four wells so that the permanent operations site may continue to be enlarged by up to one (1) acre for each group of four (4) additional wells drilled from the operations site



14. Lessee shall only have the use of the surface of the land Tract 1, as described in Exhibit "A". Lessee waives all rights to the use of the surface of all lands described on Exhibit "A", except for Tract 1.
15. Lessee agrees to restore the surface of the land to as near its former condition as is reasonably practical after the completion of each operation conducted hereunder. Lessee agrees at all times, except during a period of operation, to keep the entire leased premises clean and remove debris, equipment, and personal property of every nature from the leased premises except for equipment needed for the operation of producing wells and/or anything placed upon the leased premises by Lessor.
16. Notwithstanding any provision contained herein to the contrary, whether oil or gas is or is not being produced on the leased premises or on lands pooled therewith at the expiration of the primary term, if Lessee is engaged in drilling or reworking operations or has completed a well either as a dry hole or as a producer on the leased premises or on lands pooled therewith within one hundred eighty (180) days of the expiration of the primary term, this lease shall remain in full force and effect and the primary term shall be extended as to all lands covered hereunder for so long as operations continue to completion or abandonment and for so long thereafter as operations for drilling are conducted with no more than one hundred eighty (180) days elapsing between the completion or abandonment of one well and the commencement of actual drilling operations of another well. After the expiration of the primary term, this lease shall terminate as to: (1) all lands which are not included within the proration unit established by Lessee and approved by the Railroad Commission of Texas for each producing well located on the leased premises or on lands pooled therewith in order to obtain the maximum production allowable per well; and (2) all depths and horizons 100' below the stratigraphic equivalent of the base of the deepest producing formation which is included within the boundaries of a producing proration unit. After the expiration of the primary term, Lessee shall release all of the leased premises not otherwise held hereunder. A well shall be determined to be completed on the day Lessee releases the drilling rig used to drill such well, or the date such rig is moved off the location, whichever date occurs first, and a well shall be determined to be commenced when such well is spudded.
17. Lessee agrees to indemnify and hold Lessor harmless against any and all actions, claims, demands, causes of action, expenses and costs of every kind or character to persons or property arising out of, or in any way connected with Lessee's operations on the Leased Land covered by this Lease.



18. Notwithstanding anything herein contained to the contrary, if at the expiration of the primary term of this lease this lease has not been, or it is not being extended pursuant to any of its provisions, then Lessee, its successors or assigns shall have the option to extend the primary term of this lease, as to all or any portion of the lands covered hereby, for an additional two (2) year(s) by paying or tendering to Lessor by check the sum of \$5000.00 multiplied by the net mineral acres, subject to this lease. Said payment or tender shall be made on or before the expiration date of the initial primary term and shall be considered to include the prepaid delay rental. If Lessee extends this lease as herein provided, it shall be considered that the primary term is five (5) years.

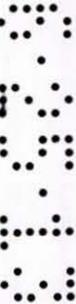
Signed for identification:

Greater Mount Tabor Christian Center

Elbert L. Bonner
Elbert L. Bonner
Fesse B. Bonner

Dale Resources, L.L.C.

William [Signature]



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

COPY

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

THIS LEASE AGREEMENT is made this 12 day of January, 2009, by and between Randy M Dukes and wife, Lorraine Y Dukes whose address is 1100 Elizabeth Blvd Fort Worth, Texas 76110 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:

.135 acres of land, more or less, being the South 113 feet of lot 8, Block 1, out of the B Jackson Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain Plat recorded in Volume 388-C, Page 13, of the Plat Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .135 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-fifth (1/5) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be one-fifth (1/5) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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

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

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

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

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

until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository designated above. If any person is entitled to shut-in royalties hereunder, 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.

COPY

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, 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.

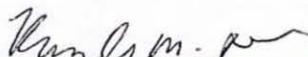
16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

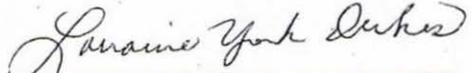
17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

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)


Randy M Duker


Lorraine Y Duker

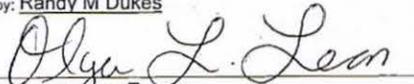


ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

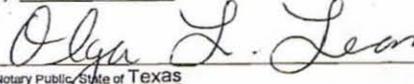
This instrument was acknowledged before me on the 12 day of January, 2009, by: Randy M Duker




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 12 day of January, 2009, by: Lorraine Y Duker


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

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

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

2009 JUL 16 PM 1:33

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

THIS LEASE AGREEMENT is made this 16th day of July, 2009, by and between Jim Grow, a married person, not joined by spouse whose address is PO Box 164126 Fort Worth, Texas 76161 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:

.200 acres of land, more or less, being Lot 2, Block 2, out of the B Jackson Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain Plat recorded in Volume 1846, Page 449, of the Plat Records of Tarrant County, Texas.

in the County of Tarrant, State of TEXAS, containing .200 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 one-fourth (1/4) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be one-fourth (1/4) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production there from is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production there from is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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

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

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

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

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

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)

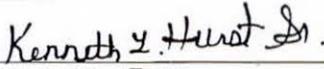

By: Jim Grow

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 16th day of July, 2009, by: Jim Grow




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:



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 29th day of July, 2008, by and between Francisco Javier Segura Camarena, a married person herein not joined by spouse whose address is 5727 Cypress Road Oxnard, California 93033 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:

.19 ACRES OF LAND, MORE OR LESS, BEING ALL OF LOT 10, BLOCK 1, OF THE B. JACKSON ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 388-C, PAGE 13, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

In the County of TARRANT, State of TEXAS, containing .19 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 therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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

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

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

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

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

COPY

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)

Francisco Javier Segura Camarena
By: Francisco Javier Segura Camarena

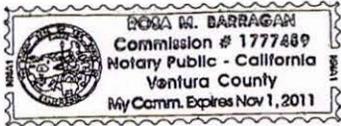
[Handwritten Signature]

By:

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ CALIFORNIA)
COUNTY OF ~~TARRANT~~ VENTURA)

This instrument was acknowledged before me on the 29th day of July, 2008, by: Francisco Javier Segura Camarena, a married person herein not joined by spouse.



Rosa M. Barragan
Notary Public, State of ~~TEXAS~~ CALIFORNIA
Notary's name (printed): ROSA M. BARRAGAN
Notary's commission expires: NOV 01, 2011

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:



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

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

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

GCOPY

THIS AGREEMENT made this 28 day of November, 2006, between Clarence McKelvey, a widower, Lessor (whether one or more), whose address is 4240 Ramey Avenue, Fort Worth, Texas 76105, and Dale Property Services, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.129 acres of land, more or less, being all of Lots(s) 11 less the North 5 Feet, Block 1, of the B. Jackson Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-C, Page 13, of the Plat Records in Tarrant County, Texas.

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

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

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

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

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

Revised on 11/13/2006

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.

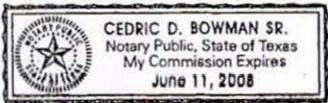
IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Clarence McKelvey
Clarence McKelvey

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 24 day of November, 2006.
by Clarence McKelvey, a single man
WIDOWER



Cedric D. Bowman Sr.
Notary Public, State of TEXAS
Notary's name (printed): Cedric D. Bowman
Notary's commission expires: 6-11-2008

STATE OF TEXAS
COUNTY OF TARRANT

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

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

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 28 day of MAY, 2007, between CHARLIE JOHNSON AND WIFE SANDRA JOHNSON, Lessor (whether one or more), whose address is 4308 RAMEY AVENUE, FORT WORTH TEXAS 76105, 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:

130 acres of land, more or less, being Lot(s) 3, Block Q, of the B. JACKSON Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 3822, Page 23, of the Plat Records of Tarrant County, Texas.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at _____ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be 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.

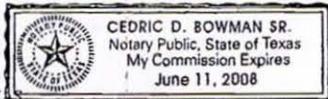
Charlie Johnson
By: CHARLIE JOHNSON

Sandra Johnson
By: SANDRA JOHNSON

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF TARRANT

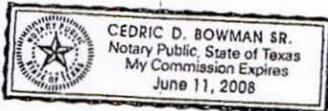
This instrument was acknowledged before me on the 28 day of MAY, 2007,
by CHARLIE JOHNSON



Cedric D. Bowman Sr.
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 28 day of MAY, 2007,
by SANDRA JOHNSON



Cedric D. Bowman Sr.
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

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 14 day of May, 2007, between TDHB, Inc., a Texas Corporation, Lessor (whether one or more), whose address is P.O. Box 211087, Bedford, Texas 76095, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

1.30 acres of land, more or less, being the South 113 feet of Lot 15, Block 1, out of the B. Jackson Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-C, Page 13 of the Plat Records of Tarrant County, Texas.

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

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

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

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

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

Revised on 12/27/2006

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.

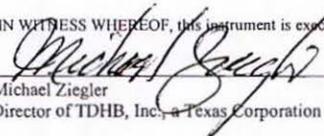
9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties 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.


By: Michael Ziegler
As: Director of TDHB, Inc., a Texas Corporation


By: Jerry Farish
As: Director of TDHB, Inc., a Texas Corporation

ACKNOWLEDGMENTS

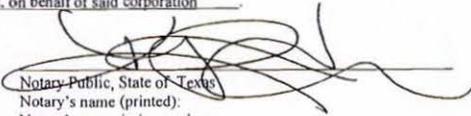
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 14 day of May, 2007.

by Michael Ziegler as Director of TDHB, Inc., a Texas Corporation, on behalf of said corporation




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

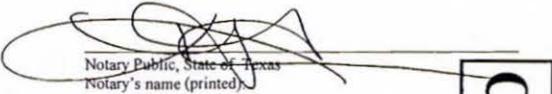
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 14 day of May, 2007.

by Jerry Farish as Director of TDHB, Inc., a Texas Corporation, on behalf of said corporation




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

COPY

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 15th day of MARCH, 2007, between ELLA L. MURRAY TAYLOR, a
Widow WOMAN, Lessor (whether one or more), whose address is 5640 MARCO LANE, FORT
WORTH, TEXAS 76112 and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201,
Lessee, WITNESSETH:

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

0.173 acres of land, more or less, being Lot(s) 26, Block 3, of the
EASTOVER 2ND FILING, Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

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

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

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

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

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

mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

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

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

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

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals 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.

Ella L. Murray Taylor
By: ELLA L MURRAY TAYLOR

By: _____

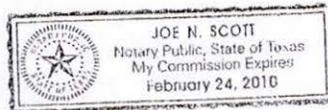
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 15th day of MARCH, 2007.

by ELLA L MURRAY TAYLOR



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

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the ____ day of _____, 2007.

by _____

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

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

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

THIS AGREEMENT made this 9th day of JANUARY, 2007, between Hilda Jones, A single person

_____, Lessor (whether one or more), whose address is 4328 Ramey Avenue, Fort Worth,
Texas 76105, 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:

.129 acres of land, more or less, being Lot(s) 8 South 113'8, Block 2, of the
B. Jackson Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

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

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

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

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

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

mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be 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.

Hilda Jones
By: Hilda Jones, A single person

By: _____

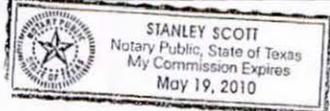
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 9th day of January, 2007.

by Hilda Jones



Stanley Scott

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

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the ___ day of ___, 2007.

by _____

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

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 27 day of MARCH, 2007, between BASEM N. MANNICH, A SINGLE MAN, Lessor (whether one or more), whose address is 27666 EUCALYPTUS COURT 94549, Hayward California, Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

0.180 acres of land, more or less, being Lot(s) 1, Block 1, of the EAST OVER Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 3556, Page 43, of the Plat Records of Tarrant County, Texas.

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

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

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

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

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

mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be 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.

[Handwritten Signature]

By: BASEM N. MANNEH

By: _____

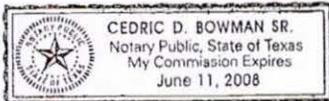
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 27th day of MARCH, 2007.

by BASEM N. MANNEH



[Handwritten Signature]
Notary Public, State of Texas
Notary's name (printed): CEDRIC D. BOWMAN
Notary's commission expires: 6-11-2008

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day of _____, 2007.

by _____

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

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)**

COPY

THIS AGREEMENT made this 27th day of November, 2006, between Owen R. Haggard, a single person

, Lessor

(whether one or more), whose address is 4300 Ramey Avenue, Fort Worth, Texas 76105, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201; Lessee, WITNESSETH:

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

.129 acres of land, more or less, being all of Lot(s) 1, Block 2, of the B. Jackson Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

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

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

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

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

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

Revised on 9/26/2006

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.

COPY

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 this lease, 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.

Owen R. Haqqard
Owen R. Haqqard, A single person

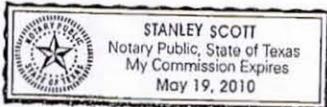
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 27th day of November, 2006.

by Owen R. Haqqard



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

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the _____ day of _____, _____.

by _____

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

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 6th day of MARCH 2007, between NANCY MARTIN and husband GARY MARTIN

, Lessor (whether one or more), whose address is 6037 ROBIN DRIVE, WATAUGA, TEXAS 76148, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.143 acres of land, more or less, being Lot(s) 24, Block 2, of the EASTOVER, Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at _____ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

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

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

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

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals 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.

Nancy Martin
By: NANCY MARTIN

Gary Martin
By: GARY MARTIN

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 6th day of MARCH, 2007.
by NANCY MARTIN



Kenneth L. Hurst Sr.
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

COUNTY OF TARRANT

This instrument was acknowledged before me on the 6th day of MARCH, 2007.
by GARY MARTIN



Kenneth L. Hurst Sr.
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:



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.

COPY

Producers 83 (4/74) Revised Paid Up
With 6-10 Acre Pooling Provision

OIL, GAS AND MINERAL LEASE (NO SURFACE USE)

THIS AGREEMENT made this 30 day of JANUARY, 2007, between ADRIAN MARTINEZ, a single man,
Lessor (whether one or more), whose address is 300 Greenbriar Lane, Colleyville,

TEXAS 76034 and Date Property Services, L.L.C., 2100 Ross Avenue, Suite 1870, L.B.-9, Dallas, TX 75201,
Lessee, WITH WITNESSES.

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 hiring its employees, the following described land in Tarrant County, Texas, to-wit:

145 acres of land, more or less, being Lot(s) 1, Block 2, of the EASTOVER Addition, an addition to the City of Fort Worth, 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 in adjacent surveys, although not included within the boundaries of the land particularly described above.

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

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to be one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to make 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 the 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 bank or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessor's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be deeded 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.

COPY

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and equipment owned 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 Lessor 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.

Adrian Martinez 1-30-07
By: ADRIAN MARTINEZ

By: _____

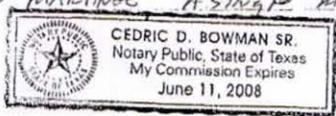
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 30 day of JANUARY, 2007.

by ADRIAN MARTINEZ A. SINGLE MAN



Cedric D. Bowman Sr.
Notary Public, State of Texas
Notary's name (printed): CEDRIC D. BOWMAN SR.
Notary's commission expires: 6-11-2008

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the ___ day of _____, 2007.

by _____

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

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

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

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

THIS AGREEMENT made this 1st day of February, 2007, between Fred A Andrews, and wife Lily Andrews, Lessor (whether one or more), whose address is 3729 Selma Street Fort Worth, Texas, 76114 and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.137 acres of land, more or less, being Lot(s) 6, Block 1, of the B. Jackson Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil, (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

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

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

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

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

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

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

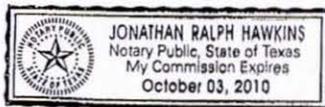
IN WITNESS WHEREOF, this instrument is executed on the date first above written.

By: Fred A. Andrews By: Lily Andrews
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 1st day of February, 2006.
by Fred A. Andrews



[Signature]
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 1st day of February, 2006.
by Lily Andrews, wife



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



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)**

COPY

THIS AGREEMENT made this 29th day of January, 2007, between J. N. Hester and wife Beverly J. Hester

_____, Lessor (whether one or more), whose address is P.O. Box 8622, Fort Worth, Texas

76124 _____, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201,
Lessee, WITNESSETH:

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

.143 acres of land, more or less, being Lot(s) 23, Block 1, of the Eastover Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

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

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

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

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

COPY

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.

COPY

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.

By: *J. N. Hester*

Beverly J. Hester
By: Beverly J. Hester

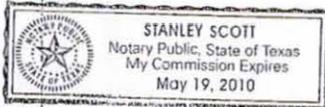
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 28th day of JANUARY, 2007.

by *J. N. Hester*



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

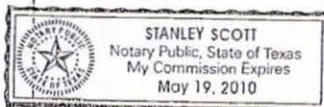
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 28th day of JANUARY, 2007.

by *Beverly J. Hester*

COPY



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



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 28rd day of DECEMBER, 2006, between
FLOYD E. CRAFT, a single man Lessor
(whether one or more), whose address is
4244 Ramon AVENUE, FORT WORTH, TEXAS 76105, and
Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.258 acres of land, more or less, being all of Lot(s) 12 and 13, Block 1, of the
B, JACKSON Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

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

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

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which Lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by Lessee one-fifth (1/5) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at _____ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

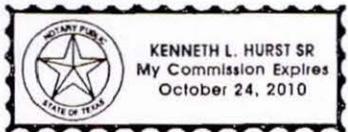
Floyd E. Craft
FLOYD E. CRAFT

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 25th day of DECEMBER, 2006
by FLOYD E. CRAFT, AS SINGLETON



Kenneth L. Hurst Sr.
Notary Public, State of TEXAS
Notary's name (printed):
Notary's commission expires:

STATE OF TEXAS

COUNTY OF TARRANT

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

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



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

COPY

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

THIS AGREEMENT made this 1st day of December, 2006, between
Joe Lee Allen and wife Dorothy H. Allen Lessor
(whether one or more), whose address is
4312 Ramey Avenue, Fort Worth, Texas 76105 and
Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.129 acres of land, more or less, being all of Lots(s) South 113 feet of lot 4, Block 2, of the
B. Jackson Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residuum gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at _____ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

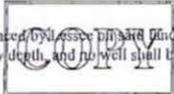
4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever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

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

Revised on 11/13/2006



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.

Joe Lee Allen

Joe Lee Allen

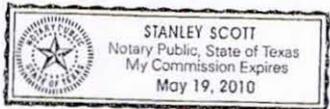
Dorothy H. Allen

Dorothy H. Allen

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 1st day of December, 2006.
by Joe Lee Allen

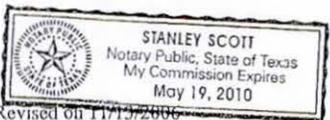


Stanley Scott

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

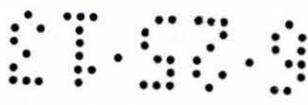
STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 1st day of December, 2006.
by Dorothy H. Allen



Stanley Scott

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



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 18th day of December, 2006, between
MARGIE L. HARRIS, a widow Lessor
(whose address is 2321 EPSTOWER AVENUE, FORT WORTH, TEXAS 76105) and
Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH

1 Lessor in consideration of Ten and No/100-----Dollars (\$10 00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, Eric test, gravity and magnetic methods, seeping 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

.173 acres of land, more or less, being all of Lot(s) 1, Block 3 of the
EPSTOWER Addition, an addition to the City of Fort Worth, Tarrant County, Texas

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

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

3 As royalty, lessee covenants and agrees (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil, (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the month of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression, (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1 00) per long ton If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1 00) for each acre of land then covered hereby Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately in each in accordance with their respective ownerships thereof, as lessee may elect Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each

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

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

Revised on 11/13/2006



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 farm house 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 any 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

Margie L. Harris
MARGIE L. HARRIS

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 16th day of December, 2006
by Margie L. Harris, widow



Kenneth L. Hurst Sr.
Notary Public, State of TEXAS
Notary's name (printed)
Notary's commission expires

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the ____ day of _____
by _____

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



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 and Up
With 640 Acres Pooling Provision

COPY

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

THIS AGREEMENT made this 27th day of November, 2006, between
Barbara Flowers, A Widow Lessor
(whether one or more) whose address is
4232 Ramsey Ave. Fort Worth, Texas 76105, and
Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9 Dallas, TX 75201, Lessee WITNESSETH

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

135 acres of land more or less being all of Lots(s) 9 Less North 5' of Block Block 1 of the
B Jackson Addition an addition to the City of Fort Worth 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 minerals is produced from said land or land with which said land is pooled hereunder

3 As royalty lessee covenants and agrees (a) To deliver to the credit of lessor in the pipelines to which lessee may connect its wells the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land or from time to time at the option of lessee to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks lessor's interest in either case to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee computed at the mouth of the well or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land one tenth either in kind or value at the well or mine at lessee's election except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton If at the expiration of the primary term or at any time or times thereafter there is any well on said land or on lands with which said land or any portion thereof has been pooled capable of producing oil or gas and all such wells are shut in this lease shall nevertheless continue in force as though operations were being conducted on said land for so long as said wells are shut in and thereafter this lease may be continued in force as if no shut in had occurred Lessee covenants and agrees to use reasonable diligence to produce utilize or market the minerals capable of being produced from said wells but in the exercise of such diligence lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines separator and lease tank and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee If at any time or times after the expiration of the primary term all such wells are shut in for a period of ninety consecutive days and during such time there are no operations on said land then at or before the expiration of said ninety day period lessee shall pay or tender by check or draft of lessee as royalty a sum equal to one dollar (\$1.00) for each acre of land then covered hereby Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing and may be deposited in the

Bank at or its successors which shall continue as the depositories regardless of changes in the ownership of shut in royalty If at any time that lessee pays or tenders shut in royalty two or more parties are or claim to be entitled to receive same lessee may in lieu of any other method of payment herein provided pay or tender shut in royalty in the manner above specified either jointly to such parties or separately to each in accordance with their respective ownerships thereof as lessee may elect Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof In the event of assignment of this lease in whole or in part liability for payment hereunder shall rest exclusively on the then owners of this lease severally as to acreage owned by each

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

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

Revised on 11/13/2006

0100

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.

COPY

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.

Barbara Flowers
Barbara Flowers

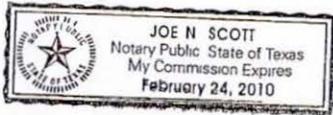
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 27 day of November, 2006
by Barbara Flowers - A widow

Joe N. Scott



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

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the ___ day of _____
by _____

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

Revised on 9/26/2006



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

 COPY

OIL, GAS AND MINERAL LEASE (NO SURFACE USE)

THIS AGREEMENT made this 3rd day of November, 2006, between E.J. Bacy and wife Judy Ann Bacy, Lessor (whether one or more), whose address is 4320 Ramey Avenue, Fort Worth, Texas 76105, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.258 acres of land, more or less, being Lot(s)5 and 6, Block 2, of the Jackson B Addition, an addition of the City of Fort Worth, Tarrant County, Texas.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at _____ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

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.

E. J. Bacy
E. J. BACY

Judy Ann Bacy
JUDY ANN BACY

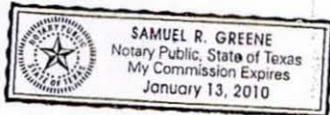
ACKNOWLEDGMENTS

STATE OF Texas

COUNTY OF Tarrant

This instrument was acknowledged before me on the 3rd day of November, 2006

by E. J. Bacy



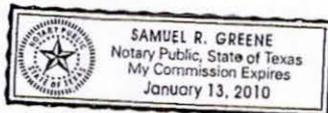
Samuel R. Greene
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF TEXAS

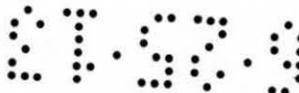
COUNTY OF TARRANT

This instrument was acknowledged before me on the 3rd day of November, 2006

by Judy Ann Bacy, wife



Samuel R. Greene
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:



• **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.

COPY

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

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

THIS AGREEMENT made this 6th day of December, 2006, between Mary M. King, a single person Lessor (whether unc or more), whose address is 4216 Ramey Avenue, Fort Worth, Texas 76105 and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.137 acres of land, more or less, being all of Lots(s) 5, Block 1 of the B. Jackson Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

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

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

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil, (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at _____ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

COPY

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.

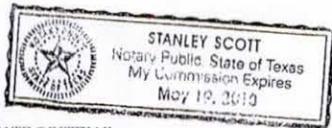
IN WITNESS WHEREOF, this instrument is executed on the date first above written.
Mary M. King
MARY M. KING

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 6th day of DECEMBER, 2006
by MARY M. KING



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

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the ___ day of _____
by _____

COPY

Revised on 11/13/2006

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



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

CC COPY

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

THIS AGREEMENT made this 8th day of December, 2006, between
Hilda M. Jones, a single person Lessor
(whether one or more), whose address is
9328 Roney Avenue, Fort Worth, Texas 76105 and
Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

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

.129 acres of land, more or less, being all of Lots(s) South 113' of Lot 8, Block 2, of the
B. Jackson Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

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

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

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil, (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at _____ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

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

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

Revised on 11/13/2006

ST. LOUIS

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.

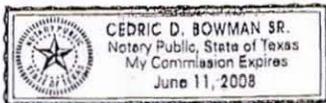
Hilda M. Jones
HILDA M. JONES

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 8th day of DECEMBER 2006
by HILDA M. JONES



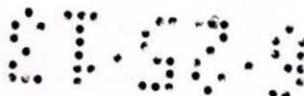
Cedric D. Bowman Sr.
Notary Public, State of TEXAS
Notary's name (printed): CEDRIC D. BOWMAN SR
Notary's commission expires: 6-11-2008

STATE OF TEXAS

COUNTY OF TARRANT

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

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



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 15th day of October, 2011, by and between The Hollis G. Sloan, Non-Gst Exempt Trust, Shawn Wolfe, Trustee whose address is 2324 Winton Terrace West, Fort Worth, Texas 76109, 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:

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

In the county of TARRANT, State of TEXAS, containing 1.493 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 there from, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

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

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

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



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

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

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

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

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

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 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.

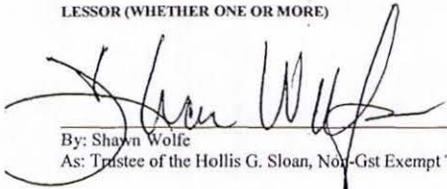
16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

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.

See Exhibit "B" 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: Shawn Wolfe
As: Trustee of the Hollis G. Sloan, Non-Gst Exempt Trust

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 19th day of October, 2011, by: Shawn Wolfe as Trustee of the Hollis G. Sloan, Non-Gst Exempt Trust




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

STATE OF Texas
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2011, by: _____

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

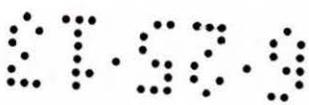


Exhibit "A"

Attached to and made a part of that certain Oil and Gas Lease (No Surface Use) dated the ^{10th} day of October, 2011, by The Hollis G. Sloan, Non-Gst Exempt Trust, Shawn Wolfe, Trustee, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., as Lessee, covering 1.493 acres, more or less, in Tarrant County, Texas.

Tract 1: 3313 Hatcher St, Fort Worth, Texas

.216 acres of land, more or less, being Lot 10, Block 14, out of the Eastwood Addition, an addition to the city of Fort Worth, Tarrant, County, Texas, according to that certain plat recorded in Volume 388-T, Page 37, of the Plat Records of Tarrant County, Texas.

Tract 2: 2305 Garrison Ave, Fort Worth, Texas

.198 acres of land, more or less, being Lot 4, Block 2, out of the Eastover Addition, an addition to the city of Fort Worth, Tarrant, County, Texas, according to that certain plat recorded in Volume 388-G, Page 43, of the Plat Records of Tarrant County, Texas.

Tract 3: 4220 Ave N, Fort Worth, Texas

.263 acres of land, more or less, being Lot 12, Block 2, out of the Eastover Addition, an addition to the city of Fort Worth, Tarrant, County, Texas, according to that certain plat recorded in Volume 388-G, Page 43, of the Plat Records of Tarrant County, Texas.

Tract 4: 4224 Ramey Ave, Fort Worth, Texas

.205 acres of land, more or less, being the South one hundred and thirteen feet of Lot ^{SW 7} ~~7~~, Block ^{SW} ~~8~~, 1 out of the B. Jackson Addition, an addition to the city of Fort Worth, Tarrant, County, Texas, according to that certain plat recorded in Volume 388-C, Page 13, of the Plat Records of Tarrant County, Texas.

Tract 5: 4308 Lorin Ave, Fort Worth, Texas

.210 acres of land, more or less, being Lot 3, Block 4, out of the B. Jackson Addition, an addition to the city of Fort Worth, Tarrant, County, Texas, according to that certain plat recorded in Volume 388-C, Page 13, of the Plat Records of Tarrant County, Texas.

Tract 6: 4312 Lorin Ave, Fort Worth, Texas

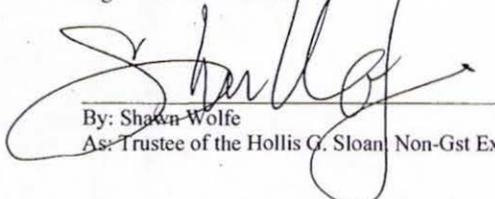
.210 acres of land, more or less, being Lot 4, Block 4, out of the B. Jackson Addition, an addition to the city of Fort Worth, Tarrant, County, Texas, according to that certain plat recorded in Volume 388-C, Page 13, of the Plat Records of Tarrant County, Texas.

Tract 7: 4220 Littlejohn Ave, Fort Worth, Texas

.191 acres of land, more or less, being Lot 6, Block 5, out of the B. Jackson Addition, an addition to the city of Fort Worth, Tarrant, County, Texas, according to that certain plat recorded in Volume 388-C, Page 13, of the Plat Records of Tarrant County, Texas.

Said lands are hereby deemed to contain 1.493 acres more or less

Signed for Identification:



By: Shawn Wolfe
As: Trustee of the Hollis G. Sloan Non-Gst Exempt Trust



EXHIBIT "B"

ADDENDUM

Attached to and made a part of that certain Oil and Gas Lease (No Surface Use) dated the 10th day of October, 2011, by The Hollis G. Sloan, Non-Gst Exempt Trust, Shawn Wolfe, Trustee, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., as Lessee, covering 1.493 acres, more or less, in Tarrant County, Texas.

18. NO SURFACE USE OR PIPELINES: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, LESSEE AGREES THERE SHALL BE NO PIPELINES OR PIPELINE EASEMENTS ON ANY OF THE LANDS COVERED BY THIS LEASE.

19. No Warranty of Title: This Lease is given subject to all mineral reservations of record. Lessor warrants that Lessor is the owner of the Land, but does not warrant title to minerals. Lessee is relying upon its own title search. Lessor will not be liable for refund of any royalties received in the absence of a showing of fraud.

20. Marketing Enhancement: It is agreed between Lessor and Lessee, that notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, notwithstanding anything contained herein to the contrary, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements.

21. Limited to Hydrocarbons: It is also expressly understood that this lease covers only Oil, Gas and other hydrocarbon substances, including sulfur produced in conjunction therewith, in and under the above described property, and that accordingly all other associated substances and minerals are excepted from the terms and provisions of this lease and reserved to Lessor.

22. Horizontal Severance: After the expiration of the primary term of this lease, or after cessation of continuous development as provided herein, whichever occurs last, this lease shall terminate as to all depths lying below 100 feet below the stratigraphic equivalent of the deepest depth for which production casing has been set by Lessee on the above described premises or upon land with which these lands may be pooled for production.

23. Royalty Due: Accounting and payment to Lessor of royalties from the production of oil and gas herein provided shall commence no later than One Hundred Twenty (120) days after the date of first production as pursuant to Section 91.402; Subchapter J. "Payment for Proceeds of Sale" of Texas Natural Resource Code, Oil and Gas. First production for a gas well shall be defined as the date of first sale of gas and for an oil well the date oil is first produced, other than for testing purposes. Thereafter unless otherwise specifically provided herein, all accountings and payments of royalties shall be made on, or before the 10th day of the second calendar month following the calendar month in which the production occurred. Unless otherwise herein expressly provided, any royalties or other payments provided for in this lease which are suspended or not paid to Lessor within the time period specified therefore shall accrue interest at the rate of twelve percent (12%) per annum, from the due date until paid. Acceptance by Lessor, its successors, agents or assigns of royalties which are past due shall not act as a waiver or estoppel of its right to receive or recover any and all interest due thereon under the provisions hereof, unless the written acceptance or acknowledgment by Lessor to Lessee expressly so provides. Any tender or payment to Lessor of a sum less than the total amount due to Lessor hereunder which is made or intended to be made as an offer of settlement or accord by or on behalf of Lessee, its agents, successors or assigns, must be accompanied by a Notice.

24. Amendment and Division Orders: The provisions contained herein regarding acreage covered by this lease which shall be held by drilling operations on or production from any pooled unit or units shall not be altered or amended by any pooling unitization or like agreement or instrument, or any amendment thereto or ratification or acknowledgment thereof, unless the same shall be specifically designated as an amendment of such paragraph for such purpose. It is further agreed that neither this lease nor any terms or provisions hereof shall be altered, amended, extended or ratified by any division order or transfer order executed by Lessor, his successors, agents, or assigns. If Lessee shall require the execution of a division Order for payment of royalty payable under this lease, then the only form of Division Order permitted for Lessee's use shall be such form promulgated by the State of Texas and set forth in Section 91.402(d), of the Texas Natural Resource Code as amended from time to time. Transfer Orders, if required, shall be solely for the purpose of confirming the interest transferred by Lessor. In the



event of production, all division orders prepared by Lessee and its assigns shall eliminate all references to ratification of Lessee's acts, ratification of the unit and ratification of gas or oil purchase contracts. If such statements are contained therein, such ratifications are void and of no effect. Any amendment, alteration, extension or ratification of this lease, or of any term or provision of this lease, shall be made only by an instrument clearly denominating its purpose and effect, describing the specific terms or provisions affected and the proposed change or modification thereof, and executed by the party against whom any such amendment, alteration, extension or ratification is sought to be enforced, and any purported amendment, alteration, extension or ratification not so drafted shall be of no force or effect.

25. Hold Harmless: Lessee shall indemnify and hold Lessor harmless from and against any and all claims, actions, liability, loss, damage or expense of every kind and nature, including, but not limited to attorney's fees and costs, for damage to property including environmental damage to surface properties and underground water of any person, firm or corporation or for injury to or death of any person, including, but not limited to, the employees of Lessee, its successors, assigns, contractors or subcontractors, which may, in whole or in part, be caused by or arise out of operations conducted hereunder or the enjoyment of this lease or the exercise of any right granted hereunder or any obligation imposed hereby.

26. Release: It is understood and agreed, notwithstanding anything to the contrary contained herein, upon written request that within Forty-five (45) days after this lease has expired or any portion thereof has terminated, Lessee or any assignee thereof shall furnish Lessor, or Lessor's heirs or assigns, with a recordable release of this lease or such portions which have been terminated under the terms of this lease agreement. If Lessor makes written demand of Lessee to furnish a release or partial release and Lessee fails or refuses to do so within 60 days after receipt of the written demand, then Lessee shall reimburse Lessor for all reasonable expenses incurred to secure the release.

27. Notwithstanding the property descriptions on Exhibit A, Lessor's mineral estate will be extended to the middle of all adjacent streets, alleys or public easements unless there is a conflicting claim for the mineral estate underlying same.

28. Addendum Provisions Govern: The foregoing Addendum and the provisions of the Addendum shall supersede and govern the provisions of the lease, wherever those provisions are in conflict with the Addendum. This lease, including the Addendum, shall inure to the benefit of, and be binding upon the parties hereto and other respective heirs, representatives, successors and assigns.

29. Notwithstanding the assignment provisions of Paragraph 8, no assignment, divestment or otherwise shall be binding upon Lessor until 60 days after the original or certified, or duly authenticated copies of such documents have been furnished to and received by Lessor.

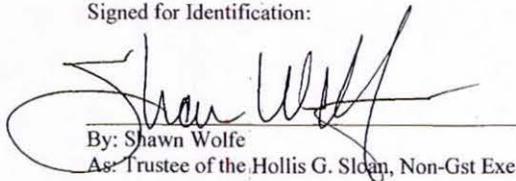
30. Notwithstanding the force majeure provisions in Paragraph 11, Lessee shall not be excused from its obligations under this lease due to the inability to obtain necessary permits, equipment, services, materials, water, electricity, fuel, access or easements, or the inability to obtain a satisfactory market for production or failure of purchases or carriers to take or transport such production. No obligation of Lessee under this lease shall be excused pursuant to Paragraph 11 of the lease until written notification of the excusable event is received by Lessor.

31. Notwithstanding anything to the contrary, the shut-in provisions of Paragraph 3 will be limited to extending the terms of this Lease for a reasonable time only.

32. The last sentence of Paragraph 13 is deleted.

33. Paragraph 15 is deleted.

Signed for Identification:


By: Shawn Wolfe
As: Trustee of the Hollis G. Sloan, Non-Gst Exempt Trust



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 28th day of September, 2011, by and between GANIU BELLO A SINGLE MAN whose address is P.O. Box 14841 Ft Worth TX 76117 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:

.300 acres of land, more or less, being all of that certain .312 acres of land, more or less, being the East 48.2 Feet of Lot 1 and all of Lot 2, Block 1, of the B. Jackson Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-C, Page 13, of the Plat Records of Tarrant County, Texas, SAVE AND EXCEPT, .012 acres of land, more or less, being the North 5 Feet of the East 48.2 Feet of Lot 1, Block 1, and the North 5 Feet of Lot 2, Block 1 of the B. Jackson Addition as described in that Certain Deed by and between Josh Davis, as Grantor, and the City of Fort Worth, as Grantee, and recorded in Volume 4461, Page 439, of the Deed Records of Tarrant County, Texas.

in the county of TARRANT, State of TEXAS, containing .300 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 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) lease the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

LESSOR (WHETHER ONE OR MORE)

By: Ganiu Bello
GANIU BELLO

By: _____

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 28th day of September, 2011, by: Ganiu Bello, a
single person.



[Signature]
Notary Public, State of TX
Notary's name (printed): Shane Huffman
Notary's commission expires: 6/7/2014

STATE OF Texas
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of September, 2011, by: _____

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



Electronically Recorded

Official Public Records

Mary Louise Garcia

Mary Louise Garcia

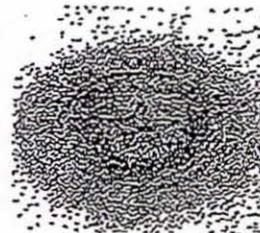
Tarrant County Texas

10/20/2011 1:13 PM

D211254792

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

**MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401**

DO NOT DESTROY

15957 DDLE

01.07.0

File No. MF 115440 ^{7.}
Adjacent lease schedule

Date Filed: 6/25/13
Jerry E. Patterson, Commissioner

By SSD

2013



August 7, 2013

Mr. Martin J. Howell
Chesapeake Energy Corporation
P.O. Box 18496
Oklahoma City, OK 73154-0496

Re: State of Texas HROW Lease # MF 115440 *(please make reference to this number in all correspondence with the GLO regarding your lease)*

Dear Mr. Howell,

Enclosed you will find an original executed Highway Right of Way lease in Tarrant County. We ask you assist us in two important ways:

- **Please proofread the lease before filing of record.** Notify the GLO of any errors so that we may promptly make the appropriate corrections.
- **Please have your client provide the GLO with a copy of the unit designation** after this lease has been added and the unit designation has been filed of record.

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

Best regards,

Mark Adams
Energy Resources
Mineral Leasing
512-463-5669
mark.adams@glo.state.tx.us

Enclosure

8.

File No. MF 115440
Final Letter

Date Filed: 8/7/13
Jerry E. Patterson, Commissioner

By SSD

DO NOT DESTROY



**Texas General Land Office
UNIT AGREEMENT MEMO**

UPA148503

Unit Number 7176
 Operator Name Chesapeake Operating Inc Effective Date 06/11/2011
 Customer ID C000025243 Unitized For Oil And Gas
 Unit Name Mount Tabor Unit Term
 County 1 Tarrant RRC District 1 05 Old Unit Number Inactive Status Date
 County 2 RRC District 2
 County 3 RRC District 3
 County 4 RRC District 4
 Unit type Permanent
 State Net Revenue Interest 0.00072625
 State Part in Unit 0.00290501
 Unit Depth Allow All Depths Well
 From Depth Formation
 To Depth Participation Basis Surface Acreage
 If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	Lease Royalty	Tract Royalty Participation	Royalty Rate Reduction Clause
MF115440	1	0.990000	340.790000	0.00290501	0.25000000	0.00072625	No

API Number
4243933916

Remarks:

HROW UNIT

Prepared By:

MB 10/24/14

Prepared Date:

10/24/14

GLO Base Updated By:

MB 10/24/14

GLO Base Date:

10/24/14

RAM Approval By:

[Signature]

RAM Approval Date:

10/28/14

GIS By:

[Signature]

GIS Date:

[Signature]

Well Inventory By:

TJ/MB

WI Date:

10/24/14

Pooling Committee Report

To: School Land Board

UPA148503

Date of Board Meeting:

Unit Number: 7176

Effective Date: 06/11/2011

Unit Expiration Date:

Applicant: Chesapeake Operating, LLC

Attorney Rep:

Operator: CHESAPEAKE OPERATING INC, OKLAHOMA CITY, Oklahoma City

Unit Name: Mount Tabor

Field Name: Newark East (Barnett Shale)

County: Tarrant

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
	MF115440	0.25000000	07/16/2014	1 years	0.990000	0.990000	0.00072625

Private Acres:	339.800000
State Acres:	0.990000
Total Unit Acres:	340.790000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	0.29%
State Net Revenue Interest:	0.07%

Unit Type:	Unitized for:
Permanent	Oil And Gas
Term:	

RRC Rules:	Spacing Acres:
Yes	



Highway Right-of-Way Unit Designation Form

Texas General Land Office
Jerry Patterson, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

OPERATOR INFORMATION

Contact Name Jerad Rhodes Phone (405) 935-1369

Name of Pooled Unit Mount Tabor 1H

Operator of Pooled Unit Chesapeake Exploration, L. L. C. County Tarrant

Effective Date of Unit Declaration: 6/11/2010

HROW LEASE(S) IN UNIT

HRWO State Lease No.	Lease Date	Term	HROW Royalty	Total Acreage in HROW Lease	HROW Lease Acreage in Unit
MF 115440	7/16/2013	1 year	25%	0.99	0.99

Total Acreage In Pooled Unit 340.79 Ac.

State's Royalty Revenue Interest in Unit: 0.072625% Total HRWO Acreage In Unit 0.99 Ac.

Total Private Acreage In Unit (Total Acreage - Total HROW Acreage) 339.80 Ac.

Attach a plat showing the pooled unit outline, unit well(s) location, and HROW lease tracts.

Type of Mineral Pooled: Oil Gas Oil & Gas
Pooled Interval: All Depths Top Depth Surface Base Depth Barnett Shale

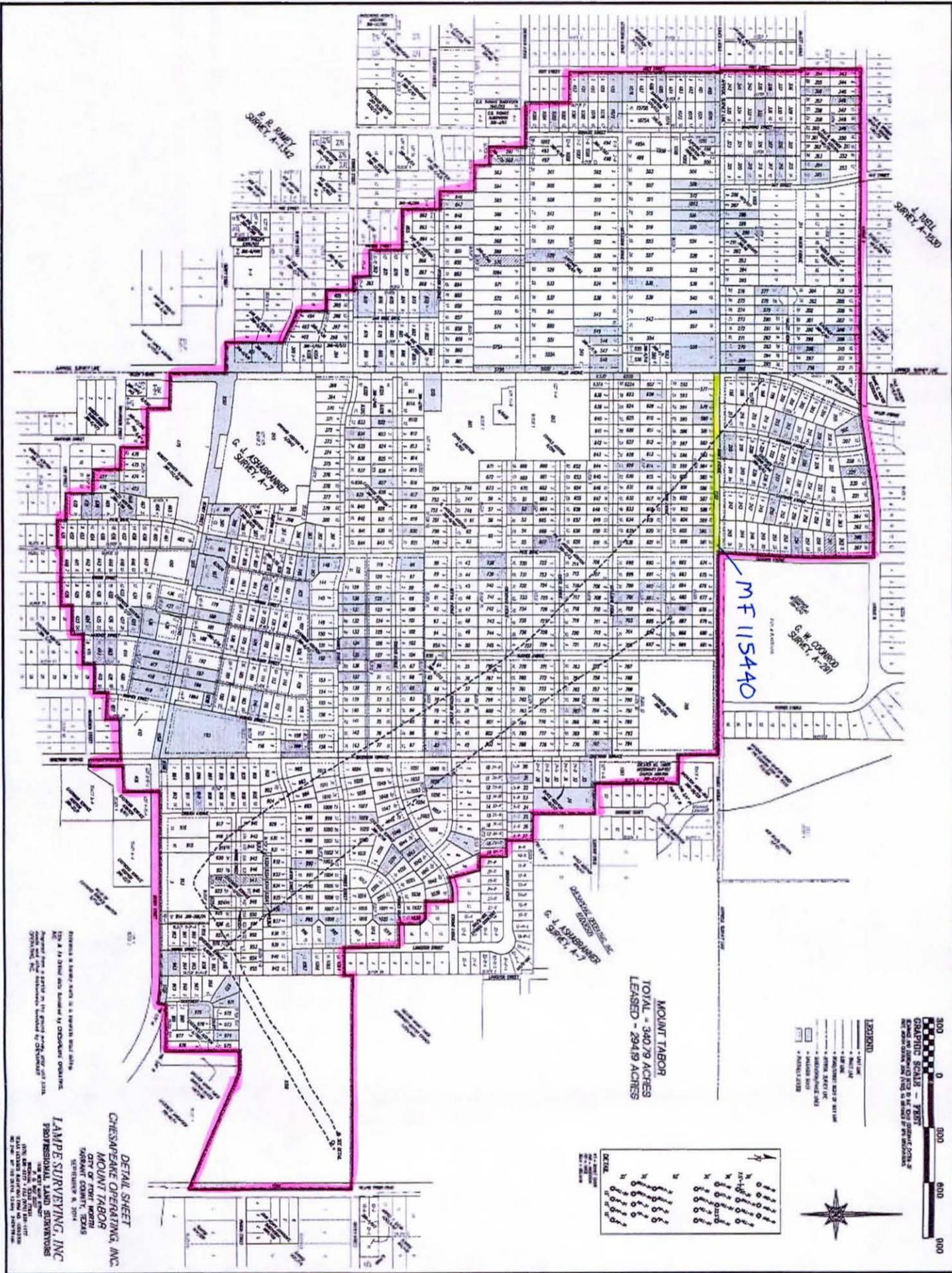
If pooling a Formation(s) please list Formation Name: _____

RRC Field Name(s): Newark, East (Barnett Shale)

UNIT WELL(S)

API #	<u>42-439-33916</u>	RRC ID#	<u>673947</u>
API #	<u>36003</u>	RRC ID#	_____
API #	_____	RRC ID#	_____
API #	_____	RRC ID#	_____

Unit 7176 MF 115440

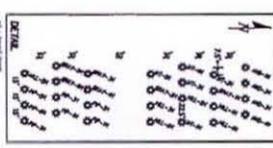


RECORD & MAPS DIVISION
 1200 N. 14th Street, Suite 100, Oklahoma City, Oklahoma 73104
 PHONE: (405) 521-2200
 FAX: (405) 521-2201
 WWW: www.ok.gov/ocd

DETAIL SHEET
CHESSWAP OPERATING, INC.
MOUNT TABOR
 CITY OF FORT WORTH
 TARRANT COUNTY, TEXAS
 SUBDIVISION A-201
LAMPE SURVEYING, INC.
 PROFESSIONAL LAND SURVEYORS
 1000 W. 10th Street, Suite 100
 Fort Worth, Texas 76102
 PHONE: (817) 335-1111
 FAX: (817) 335-1112
 WWW: www.lampe.com

MOUNT TABOR
 TOTAL = 340.79 ACRES
 LEASED = 294.19 ACRES

- LEGEND**
- LOT LINE
 - RIGHT OF WAY
 - EASEMENT
 - UNDEVELOPED LAND
 - UNIMPROVED LAND
 - UNIMPROVED LAND



Electronically Recorded

Tarrant County Texas

Official Public Records

6/11/2010 11:21 AM

D210139970

Dylan Hankins PGS 25 \$112.00
DECLARATION OF POOLED UNIT
MOUNT TABOR

L0538827

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

This Declaration of Pooled Unit is executed to be effective as of April 12, 2010, by the undersigned parties, who are the owners of an interest in the leasehold estates created under those certain Oil, Gas and Mineral Leases (the "Leases") which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, or who are the owners of an interest in the mineral estate in the lands described in the Leases, who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the leases and mineral estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Declaration of Unit. In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the mineral estates therein, to the extent necessary to form and create the Unit Area described below. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.
2. Description of Unit Area. The Unit Area (herein so called) shall consist of **338.4007 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 "**Mount Tabor**".
4. Additional Interest; Consent. In the event the undersigned own any leasehold interest or mineral interest other than those specifically described or referred to herein covering the lands inside the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the pooled unit created hereby is necessary, such interest or interests are hereby pooled and combined into said pooled unit as hereby declared without the necessity of specifically enumerating such interests or the specific lands covered by such interests or in which they are held.
5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Declaration of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the pooled unit described herein, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Leases; (iii) to include in the pooled unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein, and (iv) to include in the pooled unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the respective owner of such full or undivided interests.
6. Dissolution of Unit. The pooled unit formed hereby may be dissolved by Chesapeake Operating, Inc., acting as the Operator of the pooled unit, at any time by an instrument filed for record in Tarrant County, Texas, after any failure to establish unit production or after cessation of operations upon the pooled unit.
7. Multiple Originals. This instrument may be executed in any number of multiple counterparts, each of which shall have the same force and effect as an original instrument executed by all of the undersigned parties, regardless of whether such counterpart is executed prior to or subsequent to the date hereof or the filing of record of a counterpart hereof. Further, this instrument may not be ratified, consented to or approved by any party, individual, person or entity except upon the express written

consent of all the undersigned parties hereto. This Declaration of Pooled Unit, and each counterpart or ratification hereof, shall be binding upon each party who executed the same, and shall have the effect of pooling such party's undivided ownership interest in the leases covered hereby, without regard to whether any other party owning an interest in the Leases or Unit Area may execute this instrument, or a counterpart or ratification hereof.

8. General Provisions. This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties. When the context requires, singular nouns and pronouns include the plural.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the date first above written.

Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partnership

By:

Henry J. Hood, Senior Vice President -
Land and Legal & General Counsel

*EJP
QB
CSM*

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 10th day of June, 2010, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.



Keasha Hobbs
Notary Public

My Commission Expires: _____
My Commission Number: _____

TOTAL E&P USA, INC., a Delaware corporation

By:

Jean-Michel Lavergne,
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Jean-Michel Lavergne as President and Chief Executive Officer of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation.

Notary Public

My Commission Expires: _____
My Commission Number: _____

EXHIBIT "B"

FIELD NOTE DESCRIPTION FOR
THE MOUNT TABOR 338.4007 ACRE UNIT

338.4007 acre Unit situated in the G.J. ASHABRANNER SURVEY, A-7, R.R. RAMEY SURVEY, A-1342, J. TUELL SURVEY, A-1530 and the G.T. COONROD SURVEY, A-291, Tarrant County, Texas, said Unit being more particularly described in metes and bounds as follows:

BEGINNING at a Found iron at a fence corner for the Southeast corner of lot L6, Eastcrest Addition to the City of Fort Worth, recorded in Cabinet A, Slide 7857, Plat records of Tarrant County Texas. Said Found iron being the said **POINT OF BEGINNING** and the Southeast corner of the herein described 323.459 acre Unit. Said iron also having a NAD 83 coordinate value of X= 2352654.703, Y= 6944619.677;

THENCE S 89°37'57" W, a distance of 417.50 feet to a point for corner;

THENCE N 00°29'03" W, a distance of 19.32 feet to a point for corner;

THENCE S 89°18'11" W, a distance of 857.34 feet to a point for corner;

THENCE S 00°54'46" E, a distance of 45.00 feet to a point for corner;

THENCE S 89°18'11" W, along East Berry Street, a distance of 139.49 feet to a point for corner;

THENCE S 00°28'04" E, a distance of 196.49 feet to a point for corner;

THENCE S 89°10'11" W, a distance of 137.00 feet to a point for corner;

THENCE S 00°39'27" E, a distance of 174.92 feet to a point for corner;

THENCE S 89°20'33" W, across Edgewood Terrace, a distance of 42.50 feet to a point for corner;

THENCE N 00°39'27" W, along the approximate centerline of Edgewood Terrace, a distance of 162.87 feet to a point for corner;

THENCE S 89°05'35" W, a distance of 210.00 feet to a point for corner;

THENCE S 00°39'27" E, a distance of 69.71 feet to a point for corner;

THENCE N 87°58'12" W, a distance of 143.32 feet to a point for corner in the approximate centerline of Hughes Street, lying in a non-tangent curve to the left with a radius of 961.05 feet and a deflection angle of 2°26'47", the long chord of which bears S 00°52'57" W, 41.03 feet;

THENCE with the approximate centerline of Hughes Street and said curve to the left for an arc length of 41.03 feet;

THENCE S 00°20'27" E, with the approximate centerline of Hughes Street, a distance of 32.98 feet to a point for corner;

THENCE S 89°39'33" W, a distance of 156.00 feet to a point for corner;

THENCE S 00°20'27" E, a distance of 60.00 feet to a point for corner;

THENCE S 89°39'33" W, a distance of 157.00 feet to a point for corner in the approximate centerline of Hatcher Street;

THENCE S 00°20'27" E, along the approximate centerline of Hatcher Street, a distance of 60.00 feet to a point for corner;

THENCE S 89°39'33" W, a distance of 157.00 feet to a point for corner

THENCE S 00°20'27" E, a distance of 60.00 feet to a point for corner;

THENCE S 89°39'33" W, a distance of 313.32 feet to a point for corner in the center of a 20' wide alley;

THENCE S 00°20'27" E, with center of said 20' wide alley, a distance of 12.71 feet to a point for corner;

THENCE S 89°39'33" W, a distance of 155.00 feet to a point for corner in the approximate centerline of Pate Drive;

THENCE N 00°20'27" W, a distance of 44.83 feet to a point for corner at the approximate centerline of the intersection of Pate Drive and Lois Street;

THENCE S 89°39'33" W, along the approximate centerline of Lois Street, a distance of 145.00 feet to a point for corner;

THENCE N 00°20'27" W, a distance of 143.54 feet to a point for corner;

THENCE S 89°39'33" W, a distance of 130.00 feet to a point for corner;

THENCE N 00°20'27" W, a distance of 143.44 feet to a point for corner in the approximate centerline of, Richardson Street;

THENCE S 89°39'33" W, with the approximate centerline of Richardson Street, a distance of 118.50 feet to a point for corner;

THENCE N 00°20'27" W, a distance of 143.44 feet to a point for corner;

THENCE S 89°39'33" W, a distance of 209.07 feet to a point for corner;

THENCE N 00°46'35" W, a distance of 120.00 feet to a point for corner;

THENCE S 89°41'22" W, a distance of 196.03 feet to a point for the Southwest corner of the herein described Unit in the approximate centerline of Miller Road;

THENCE N 00°37'01" W, along the approximate centerline of Miller Road, a distance of 313.68 feet, to a point for corner at the approximate centerline of the intersection of Miller Road and East Berry Street. Said point having a NAD 83 coordinate value of X= 2348966.860, Y= 6944932.210;

THENCE S 89°28'22" W, along East Berry Street, a distance of 165.92 feet to a point for corner;

THENCE NORTH, a distance of 304.62 feet to a point in the approximate centerline of Burton Street for corner lying in a non-tangent curve to the right with a radius of 250.00 feet and a deflection angle of 10°43'03", the long chord of which bears N 70°36'31" W, 46.70 feet;

THENCE with said curve to the right for an arc length of 46.76 feet;

THENCE N 65°15'00" W, a distance of 81.38 feet to a point for corner lying in a curve to the left with a radius of 250.00 feet and a deflection angle of 13°06'55", the long chord of which bears N 71°48'27" W, 57.10 feet;

THENCE with said curve to the left for an arc length of 57.23 feet;

THENCE NORTH, a distance of 155.14 feet to a point for corner;

THENCE WEST, a distance of 114.80 feet to a point for corner;

THENCE NORTH, a distance of 148.10 feet to a point for corner in the approximate centerline of Forbes Street;

THENCE S 89°37'50" W, with the approximate centerline of Forbes Street, a distance of 74.21 feet to a point for corner;

THENCE N 00°22'07" W, a distance of 86.01 feet to a point for corner;

THENCE S 89°37'53" W, a distance of 145.00 feet to a point for corner in the approximate centerline of Freddie Street;

THENCE N 00°22'07" W, with the approximate centerline of Freddie Street, a distance of 174.00 feet to a point for corner;

THENCE S 89°37'53" W, a distance of 220.00 feet to a point for corner;

THENCE N 00°22'07" W, a distance of 203.00 feet to a point for corner in the approximate centerline of Fitzhugh Street;

THENCE S 89°37'53" W, with the approximate centerline of Fitzhugh Street, a distance of 100.00 feet to a point for corner;

THENCE N 00°22'07" W, a distance of 186.02 feet to a point for corner;

THENCE S 89°43'52" W, a distance of 141.95 feet to a point for corner;

THENCE N 00°23'34" W, a distance of 76.78 feet to a point for corner;

THENCE S 89°36'26" W, a distance of 100.00 feet to a point for corner;

THENCE N 00°23'34" W, a distance of 195.60 feet to a point for corner in the approximate centerline of Crenshaw Avenue;

THENCE S 89°36'26" W, with the approximate centerline of Crenshaw Avenue, a distance of 178.00 feet to a point for corner;

THENCE N 00°23'34" W, a distance of 262.00 feet to a point for corner;

THENCE S 89°36'26" W, a distance of 228.00 feet to a point for corner;

THENCE N 00°23'34" W, a distance of 786.00 feet to a point for corner in Ramey Avenue;

THENCE S 89°36'26" W, a distance of 10.96 feet to a point for corner;

THENCE N 00°23'34" W, along Vogt Street, a distance of 435.00 feet to a point for corner;

THENCE S 89°36'26" W, a distance of 8.18 feet to a point for corner;

THENCE N 00°23'34" W, a distance of 323.00 feet to a point for corner in the approximate centerline of Avenue N, said point being the Northwest corner of the herein described Unit and having a NAD 83 coordinate value of X= 2347289.250, Y= 6948325.540;

THENCE N 89°36'26" E, with the approximate centerline of Avenue N, a distance of 1874.11 feet to a point for corner;

THENCE N 81°11'45" E, a distance of 343.31 feet to a point for corner lying in a curve to the right with a radius of 1945.76 feet and a deflection angle of 7°58'32", the long chord of which bears N 85°11'01" E, 270.63 feet;

THENCE with said curve to the right for an arc length of 270.85 feet;

THENCE N 89°10'17" E, with the approximate centerline of Avenue N, a distance of 168.76 feet to a point for the North most Northeast corner of the herein described Unit, at the approximate centerline of the intersection of Avenue N and Coleman Avenue from which a Found 3/4 inch iron at the Southwest corner of said intersection bears: S 42°43'11" W, a distance of 35.06, for reference. Said point for corner having a NAD 83 coordinate value of X= 2349940.990, Y= 6948416.100;

THENCE S 00°39'12" E, along the approximate centerline of Coleman Avenue a distance of 386.36 feet to a point for corner;

THENCE S 02°38'48" W, a distance of 448.16 feet to a point for corner at the approximate centerline intersection of Coleman Avenue and Ramey Avenue;

THENCE N 89°53'27" E, with the approximate centerline of Ramey Avenue, a distance of 945.25 feet to a point for corner;

THENCE N 89°53'27" E, continuing with the approximate centerline of Ramey Avenue a distance of 154.82 feet to a point for corner;

THENCE S 00°23'11" E, a distance of 211.51 feet to a point for corner;

THENCE N 89°34'27" E, a distance of 30.26 feet to a found 1inch iron rod at the Northwest corner of Lot 9-R, Greater Mt. Tabor Missionary Baptist Church Addition to the City of Fort Worth, recorded in Volume 388, Page 93, Deed Record of Tarrant County, Texas;

THENCE N 89°16'57" E, along the North line of said Lot 9-R, a distance of 121.65 feet to a Found 1/4 inch iron rod for the Northeast corner of said Lot 9-R;

THENCE S 04°39'40" W, a distance of 60.27 feet to a Found monument with a brass cap for a angle point corner in the East line of said Lot 9-R;

THENCE S 00°59'03" E, a distance of 393.12 feet to a point for corner;

THENCE N 89°44'03" E, a distance of 159.05 feet to a point for corner;

THENCE S 01°17'46" E, a distance of 333.55 feet to a point for corner;

THENCE N 89°44'03" E, a distance of 147.04 feet to a point for corner;

THENCE S 00°52'57" E, a distance of 140.32 feet to a point for corner in the approximate centerline of Crenshaw Street;

THENCE N 89°07'03" E, with the approximate centerline of Crenshaw Street, a distance of 84.20 feet to a point for corner;

THENCE S 00°32'47" E, a distance of 142.86 feet to a point for corner;

THENCE N 89°06'24" E, a distance of 58.81 feet to a point for corner;

THENCE S 20°16'22" E, a distance of 174.20 feet to a point in the approximate centerline of Strong Avenue, for corner lying in a non-tangent curve to the right with a radius of 293.90 feet and a deflection angle of 19°29'38", the long chord of which bears N 79°28'27" E, 99.51 feet;

THENCE along said Strong Avenue with said curve to the right for an arc length of 99.99 feet;

THENCE N 89°13'16" E, along said Strong Avenue, a distance of 27.54 feet to a point for corner;

THENCE S 00°43'41" E, a distance of 144.87 feet to a point for corner;

THENCE N 89°17'23" E, a distance of 92.27 feet to a point for corner;

THENCE S 42°20'10" E, a distance of 44.90 feet to a point for corner;

THENCE S 00°59'11" E, a distance of 110.00 feet to a point for corner in the approximate centerline of Forbes Court;

THENCE N 89°00'49" E, a distance of 125.22 feet to a point for corner in the approximate centerline of intersection of Forbes Court and Langston Street;

THENCE S 00°49'01" E, a distance of 296.38 feet to a point for corner;

THENCE N 89°11'44" E, a distance of 145.04 feet to a point for corner;

THENCE N 00°44'08" W, a distance of 38.76 feet to a point for a corner;

THENCE N 89°39'45" E, a distance of 1137.20 feet to a point for a corner;

THENCE S 00°28'50" E, a distance of 865.70 feet to a point for a corner;

THENCE N 67°30'03" W, a distance of 626.61 feet to a point for a corner at the beginning of a curve to the left whose radius is 174.50 feet and whose long chord bears N 78°29'35" W, a distance of 66.55 feet;

THENCE along said curve in a northwesterly direction, through a central angle of 21°59'05, an arc length of 66.96 feet to a point at the end of said curve;

THENCE S 89°30'57" W, a distance of 75.00 feet to a point for a corner;

THENCE S 00°29'03" E, a distance of 396.95 feet to the POINT OF BEGINNING and containing 338.4007 acres of land, more or less.



JAMES CURTIS YARGER
REGISTERED PROFESSIONAL LAND SURVEYOR
OF TEXAS # 5854
TX-TARR-0807004-MOUNT TABOR LGL

END OF EXHIBIT "B"

**"EXHIBIT A"
Mount Tabor Unit**

Attached to and made a part of that Declaration of Pooled Unit for the Mount Tabor Unit dated April 12, 2010. Descriptions are, more or less, as described in the following leases insofar and only insofar as said oil and gas lease covers lands described in "Exhibit B" attached hereto.

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	SHORT_DESC
TX0054136-000	A D & MARIA BIRDWELL	DALE PROPERTY SERVICES, LLC	11/11/2006	D20637890	L2 B7 EASTWOOD
TX0060497-000	A G LONGORIA	DALE PROPERTY SERVICES, LLC	2/1/2007	D20705770	B4 L13, EDGEWOOD TERRACE ADDITION
TX0062410-000	A.L. & TERESA FIELDS	DALE PROPERTY SERVICES, LLC	2/20/2007	D20707635	B3 L6, EAST OVER ADDITION
TX0062730-000	AARON E & ELIZABETH J RAY	DALE PROPERTY SERVICES, LLC	2/5/2007	D20707354	L29 B6, EASTWOOD ADDITION
TX0071999-000	ABBIE R. & BOONIE WINKFIELD	DALE RESOURCES, LLC	11/21/2006	D20717148	B4 L1, EDGEWOOD TERRACE ADDITION
TX0141664-000	ABDULAH MOHAMMED	DALE PROPERTY SERVICES, LLC	11/24/2009	D20931558	L30, EASTOVER ADDITION
TX0084496-000	ADELL & ARMA JEAN MURPHY	DALE PROPERTY SERVICES, LLC	11/8/2006	D20729915	B6 L9 12 14 16, EASTWOOD ADDITION
TX0084496-000	ADELL & ARMA JEAN MURPHY	DALE PROPERTY SERVICES, LLC	11/8/2006	D20729915	B5 L2, EASTWOOD ADDITION
TX0104344-000	ADELL & ARMA JEAN MURPHY	DALE PROPERTY SERVICES, LLC	12/17/2007	D20800167	B10 L15, B JACKSON ADDITION
TX0060904-000	ADRIAN MARTINEZ	DALE PROPERTY SERVICES, LLC	1/30/2007	D20706060	B6 L30, EDGEWOOD TERRACE ADDITION
TX0060905-000	ADRIAN MARTINEZ	DALE PROPERTY SERVICES, LLC	1/30/2007	D20706060	B2 L1, EASTOVER ADDITION
TX0063152-000	AILEEN ONYENKE	DALE RESOURCES, LLC	11/20/2006	D20708220	L4C B9, EDGEWOOD TERRACE ADDITION
TX0050296-000	ALBERT D WOODS	DALE RESOURCES, L.L.C.	11/15/2006	D20637267	L24A OF THE TKACZ ADDITION
TX0066267-000	ALBERT P O'CONNOR	DALE PROPERTY SERVICES, LLC	1/27/2007	D20711040	L6 B3, EASTWOOD ADDITION
TX0063118-000	ALBERT P O'CONNOR	DALE PROPERTY SERVICES, LLC	1/27/2007	D20708275	B32 L2, EASTWOOD ADDITION
TX0061260-000	ALFONSO CAMARENA	DALE PROPERTY SERVICES, LLC	2/1/2007	D20706456	L11, EASTOVER ADDITION
TX0060616-000	ALICE E NELSON	DALE PROPERTY SERVICES, LLC	2/5/2007	D20706005	B10 L23, EASTWOOD ADDITION
TX0132564-000	ALICE TAVE	DALE PROPERTY SERVICES, LLC	8/16/2008	D20833295	B5 L3, EDGEWOOD TERRACE ADDITION
TX0104622-000	ALLIED CAR WASH LLC	DALE PROPERTY SERVICES, LLC	11/1/2007	D20745465	B10 L13R 14R, EASTWOOD ADDITION
TX0056088-000	ALMA & CEDRIC TARRANT	DALE RESOURCES, LLC	12/18/2006	D20702253	B8 L15, B JACKSON ADDITION
TX0143232-000	ALMA HAWKINS	DALE PROPERTY SERVICES, LLC	3/9/2010	D21005574	B11 L7, EASTWOOD ADDITION
TX0056639-000	AMORY YOUNG	DALE RESOURCES, LLC	12/20/2006	D20701148	B4 L12 OF THE EASTWOOD ADDITION
TX0062156-000	ANITA WHITLEY	DALE PROPERTY SERVICES, LLC	2/15/2007	D20707376	B30 L14, EASTWOOD ADDITION
TX0083963-000	ANNIE J AUSTIN EDMONDSON	DALE PROPERTY SERVICES, LLC	8/6/2007	D20729914	B2 L32R, EDGEWOOD TERRACE ADDITION
TX0051944-000	ANNIE R STEVENSON	DALE RESOURCES, L.L.C.	11/7/2006	D20640838	L 7, B 1, EASTCREST
TX0139448-000	ANNIE T TAYLOR	DALE PROPERTY SERVICES, LLC	6/18/2009	D20916457	L24F, TKACZ ADDITION
TX0078813-000	ANTHONY B. WILSON	DALE RESOURCES, LLC	11/17/2006	D20637890	B11 L4 JACKSON B ADDITION
TX0056803-000	ANTHONY R & HELEN P TEZENO	DALE RESOURCES, LLC	12/11/2006	D20700578	B2 L6 OUT OF THE EASTOVER ADDITION
TX0052586-000	ANTONIO & DEMETRA LEWIS	DALE RESOURCES, L.L.C.	11/27/2006	D20639854	L 4 B 5 JACKSON B
TX0136655-000	APPROVED HOUSING SOLUTIONS	DALE PROPERTY SERVICES, LLC	1/12/2009	D20901692	B3 L12, EASTOVER ADDITION
TX0137651-000	APPROVED HOUSING SOLUTIONS LTD	DALE PROPERTY SERVICES, LLC	3/1/2009	D20906550	B1C L1, EASTWOOD ADDITION
TX0086513-000	ARDALIA WALMSLEY	DALE PROPERTY SERVICES, LLC	8/27/2007	D20730863	B3 L8, EDGEWOOD TERRACE ADDITION
TX0140345-000	ARTHUR CHANCE	DALE PROPERTY SERVICES, LLC	8/26/2009	D20923202	B4 L26, EDGEWOOD TERRACE ADDITION
TX0130717-000	AVOCET VENTURES LP	DALE PROPERTY SERVICES, LLC	7/25/2008	D20829981	L33, EASTOVER ADDITION
TX0051903-000	BARBARA ANN JONES	DALE RESOURCES, L.L.C.	11/6/2006	D20640158	L 15 B 6 EDGEWOOD TERRACE ADDITION

TX0054152-000	BARBARA F KING	DALE PROPERTY SERVICES, LLC	11/13/2006	D20637251 L5 B30 EASTWOOD
TX0138444-000	BARBARA FLORES & SALVADOR ARELLA	DALE PROPERTY SERVICES, LLC	4/16/2009	D20910717 B2 L9, B JACKSON ADDITION
TX0054902-000	BARBARA FLOWERS	DALE RESOURCES, LLC	11/27/2006	D20701853 L9 B1 B JACKSON
TX0052602-000	BARBARA HOBBS	DALE RESOURCES, L.L.C.	11/24/2006	D20639856 L 5 B 29 EASTWOOD
TX0143346-000	BARBARA JACKSON BURNS	DALE PROPERTY SERVICES, LLC	3/10/2010	D21005375 B6 L29, EDGEWOOD TERRACE ADDITION
TX0051397-000	BARBARA KINDRED	DALE RESOURCES, L.L.C.	11/6/2006	D20640842 L3 B7 EDGEWOOD TERRACE
TX0055556-000	BARBARA SLOAN FAMILY TR. ET AL	DALE RESOURCES, LLC	11/30/2006	D20702579 B2 L29R EDGEWOOD TERRACE
TX0068222-000	BASEM N MANNEH	DALE PROPERTY SERVICES, LLC	3/27/2007	D20712991 L2 B1, EASTOVER ADDITION
TX0068226-000	BASEM N MANNEH	DALE PROPERTY SERVICES, LLC	3/27/2007	D20712991 L1 B1, EASTOVER ADDITION
TX0068678-000	BASEM N MANNEH	DALE PROPERTY SERVICES, LLC	3/27/2007	D20713287 L3 B1, EASTOVER ADDITION
TX0082569-000	BECKY FLORES & JUAN FERNANDEZ	DALE PROPERTY SERVICES, LLC	6/20/2007	D20728381 B6 L9, EDGEWOOD TERRACE ADDITION
TX0056632-000	BENNIE E & ROBERTA SHERMAN	DALE PROPERTY SERVICES, LLC	12/28/2006	D20703084 B4 L28 EDGEWOOD TERRACE ADD
TX0069601-000	BENNIE L BAYLOR	DALE PROPERTY SERVICES, LLC	11/14/2006	D20714575 L4 B31, EASTWOOD ADDITION
TX0075537-000	BERESMUNDO SALAZAR	DALE PROPERTY SERVICES, LLC	6/15/2007	D20721891 B6 L11, B JACKSON ADDITION
TX0056813-000	BERNARD E WARREN	DALE RESOURCES, LLC	11/30/2006	D20700991 B10 L11 B. JACKSON ADDITION
TX0140403-000	BERNICE DONALD PACE	DALE PROPERTY SERVICES, LLC	8/30/2009	D20923339 B2 L12, B JACKSON ADDITION
TX0139449-000	BERTA JOSEPH	DALE PROPERTY SERVICES, LLC	6/24/2009	D20916897 B1 L1, EASTCREST ADDITION
TX0071109-000	BETTIE J. SMITH	DALE PROPERTY SERVICES, LLC	1/30/2007	D20716186 B8 L15C, EDGEWOOD TERRACE ADDITION
TX0106811-000	BETTY FRANKLIN	DALE PROPERTY SERVICES, LLC	1/14/2008	D20802153 B8 L12, B JACKSON ADDITION
TX0054078-000	BETTY J MENEFFEE	DALE RESOURCES, LLC	11/6/2006	D20640526 B7 L9 EDGEWOOD TERRACE
TX0068761-000	BETTY LOU NEWMAN	DALE PROPERTY SERVICES, LLC	12/27/2006	D20713696 L2 B3, EASTWOOD ADDITION
TX0140708-000	BETTY PONDS	DALE PROPERTY SERVICES, LLC	9/21/2009	D20925281 B31 L8, EASTWOOD ADDITION
TX0054225-000	BEULAH M GARRETT	DALE RESOURCES, LLC	12/1/2006	D20640838 L10 B5 B. JACKSON
TX0060353-000	BEVERLY MAXWELL	DALE PROPERTY SERVICES, LLC	2/5/2007	D20705768 B30 L16, EASTWOOD ADDITION
TX0055658-000	BILLIE J THOMAS	DALE PROPERTY SERVICES, LLC	12/28/2006	D20702085 B9 L13, B JACKSON
TX0053978-000	BILLIE JO MITCHELL	DALE RESOURCES, L.L.C.	11/7/2006	D20640252 B8 L5 JACKSON B
TX0064469-000	BILLY & JANE MERGERSON	DALE PROPERTY SERVICES, LLC	1/15/2007	D20709247 B9 L11, B. JACKSON ADDITION
TX0056491-000	BILLY RAY BIRDINE	DALE RESOURCES, LLC	12/15/2006	D20701167 B28 L5 OUT OF THE EASTWOOD ADDITION
TX0051879-000	BOBBIE J HENRY	DALE RESOURCES, L.L.C.	11/8/2006	D20640251 L11 B14, SUNSHINE HILL ADDITION
TX0073915-000	BOBBIE J. & BILLY HAMMOND	DALE PROPERTY SERVICES, LLC	2/8/2007	D20719403 B6 L20, EASTWOOD ADDITION
TX0054280-000	BOBBIE JEAN LUSK	DALE RESOURCES, LLC	12/6/2006	D20640773 B1 L5 EASTWOOD
TX0068795-000	BOBBIE MCGEE	DALE RESOURCES LLC	12/23/2006	D20713821 L13 B5, B JACKSON ADDITION
TX0108628-000	BOBBY & VERA MAE BOONE	DALE PROPERTY SERVICES, LLC	1/24/2008	D20804359 B10 L10, B JACKSON ADDITION
TX0061114-000	BOBBY & SANDRA BREWER	DALE PROPERTY SERVICES, LLC	1/17/2007	D20706246 L1 B31, EASTWOOD ADDITION
TX0114239-000	BOBBY & VERA MAE BOONE	DALE PROPERTY SERVICES, LLC	3/24/2008	D20810795 B6 L10, EDGEWOOD TERRACE ADDITION
TX0067150-000	BOBBY R & PATSY R JOHNSON	DALE RESOURCES, LLC	11/28/2006	D20711782 L8 B3, B. JACKSON ADDITION
TX0104075-000	BOGGIO PARTNERS LLC	DALE PROPERTY SERVICES, LLC	12/13/2007	D20800357 BLOCK 5, LOT 7, EASTWOOD ADDITION
TX0074524-000	BONNIE A GREEN	DALE PROPERTY SERVICES, LLC	6/1/2007	D20720688 B8 L1, EDGEWOOD TERRACE ADDITION
TX0143667-000	BOOKER T JOHNSON	DALE PROPERTY SERVICES, LLC	3/11/2010	D21007697 B14 L23, SUNSHINE HILL ADDITION
TX0044593-000	BOONE REVOCABLE LIVING TRUST	PALOMA BARNETT, LLC	10/26/2007	D20803046 LOT 19, BLOCK 3, B JACKSON ADDITION

TX0048334-000	BRANNON RHODES	PALOMA BARNETT, LLC	11/21/2007	D20816899	LOT 6, BLOCK 10, EASTWOOD ADDITION
TX0101853-000	BRANNON RHODES	DALE PROPERTY SERVICES, LLC	11/30/2007	D20743566	B10 L6, EASTWOOD ADDITION
TX0051401-000	BRENDA F RUSSELL	DALE RESOURCES, L.L.C.	11/6/2006	D20640840	L25 B 4 EDGEWOOD TERRACE
TX0139085-000	BRENDA JOYCE GRIFFIN VEASLEY	DALE PROPERTY SERVICES, LLC	5/28/2009	D20914792	B6 L22, EDGEWOOD TERRACE ADDITION
TX0059038-000	BRENDA JOYCE JONES	DALE RESOURCES, LLC	12/4/2006	D20702090	L39, EASTOVER ADD
TX0054111-000	BRENDA SMITH	DALE PROPERTY SERVICES, LLC	11/16/2006	D20637891	L4 B1 EASTCREST
TX0080130-000	BRETT & HELEN REEVE	DALE PROPERTY SERVICES, LLC	3/13/2007	D20726655	B1 L14, EASTOVER ADDITION
TX0075867-000	BRUCE E. MAXWELL	DALE PROPERTY SERVICES, LLC	6/7/2007	D20722468	B1 L28, B. JACKSON ADDITION
TX0051836-000	BYRIN & MYIESHA JOHNSON	DALE RESOURCES, L.L.C.	11/8/2006	D20640252	LOT 2, BLK 4, EDGEWOOD ESTATES
TX0044438-000	CALVIN KELLEY	PALOMA BARNETT, LLC	10/11/2007	D20803017	LOT 1, BLOCK 2, EASTWOOD ADDITION
TX0072385-000	CANDICE BASS	DALE PROPERTY SERVICES, LLC	5/17/2007	D20718044	B1 L21, B. JACKSON ADDITION
TX0128285-000	CARL DWAYNE JOHNSON	DALE PROPERTY SERVICES, LLC	6/28/2008	D20826146	B3 L15, B JACKSON ADDITION
TX0056081-000	CARL L & LLYNN LEWIS	DALE RESOURCES, LLC	12/18/2006	D20702253	B5 L6, EASTWOOD ADDITION
TX0126647-000	CARL WILLIAMS	DALE PROPERTY SERVICES, LLC	6/17/2008	D20824852	B8 L16D, EDGEWOOD TERRACE ADDITION
TX0056040-000	CARNESIA M HALL	DALE PROPERTY SERVICES, LLC	1/3/2007	D20702271	B4 L9, EDGEWOOD TERRACE
TX0138447-000	CAROL KENNEDY	DALE PROPERTY SERVICES, LLC	4/14/2009	D20910717	B6 L12, EDGEWOOD TERRACE ADDITION
TX0050398-000	CAROLYN ANDERSON	DALE RESOURCES, L.L.C.	11/15/2006	D20638189	L 10 B 2 EASTOVER ADDITION
TX0081480-000	CAROLYN HENDERSON	DALE RESOURCES, LLC	12/27/2006	D20702419	BLOCK 9, LOT 20, EASTWOOD ADDITION
TX0063462-000	CEDRIC & JOANN HILL	DALE PROPERTY SERVICES, LLC	1/31/2007	D20708607	B2 L9, EASTWOOD ADDITION
TX0051376-000	CEDRIC P & LENESEA THOMPSON	DALE RESOURCES, L.L.C.	12/6/2006	D20640968	L2B B9 EDGEWOOD TERRACE
TX0054295-000	CHANDRA Y TOLESTON	DALE RESOURCES, LLC	11/2/2006	D20640836	B8 L18, EDGEWOOD TERRACE ADDITION
TX0067435-000	CHAPEL HILL COMMERCIAL INVESTMENT	DALE PROPERTY SERVICES, LLC	3/16/2007	D20711795	L22 B3, EASTOVER ADDITION
TX0056862-000	CHARLES A & RITA K LUSTER	DALE RESOURCES, LLC	12/12/2006	D20700991	B6 L1 B. JACKSON ADDITION
TX0093337-000	CHARLES E. HARRIS	DALE PROPERTY SERVICES, LLC	5/30/2007	D20735511	A7 TR2A, G. J. ASSABRANNER SURVEY
TX0051897-000	CHARLES H EMBRY	DALE RESOURCES, L.L.C.	11/9/2006	D20640159	L 14 B 7 EDGEWOOD TERRACE ADDITION
TX0050989-000	CHARLES P & ELLEN R CLARK	DALE RESOURCES, L.L.C.	11/20/2006	D20638798	L2 B30 EASTWOOD
TX0073506-000	CHARLIE & SANDRA JOHNSON	DALE PROPERTY SERVICES, LLC	5/28/2007	D20718846	B2 L3, B. JACKSON ADDITION
TX0081576-000	CHARLIE R & KATIE WOMACK	DALE RESOURCES, LLC	11/15/2006	D20638189	B6 L6, JACKSON, B ADDITION
TX0051597-000	CHARLIE ROBERTS	DALE RESOURCES, L.L.C.	11/28/2006	D20700420	B5 L18 JACKSON B
TX0101950-000	CHERISE FONTNOT BYERS	DALE PROPERTY SERVICES, LLC	11/26/2007	D20743567	B3 L8, EASTWOOD ADDITION
TX0059014-000	CHERRYL BAILEY	DALE RESOURCES, LLC	11/6/2006	D20702089	B30 L4, EASTWOOD ADD
TX0143519-000	CHERYL & HAROLD NESBITT	DALE PROPERTY SERVICES, LLC	3/18/2010	D21007169	B6 L28, EASTWOOD ADDITION
TX0108561-000	CHERYL LYNN WARE	DALE PROPERTY SERVICES, LLC	1/29/2008	D20804359	B2 L33R, EDGEWOOD TERRACE ADDITION
TX0460927-000	CHESAPEAKE ROYALTY, L.L.C.	CHESAPEAKE EXPLORATION LLC	9/30/2009	D20931670	R R RAMEY SVY, A-1342
TX0142751-000	CHIOMA CHIAWA	DALE PROPERTY SERVICES, LLC	2/15/2010	D21003577	B7 L17, EDGEWOOD TERRACE ADDITION LOT 13, BLOCK 10, EDGEWOOD TERRACE
TX0051874-000	CHRISTINE CAREY	DALE RESOURCES, L.L.C.	11/6/2006	D20640251	ADDITION
TX0113557-000	CLARENCE & LILLIE WALKER	DALE PROPERTY SERVICES, LLC	3/19/2008	D20810698	B11 L2, EASTWOOD ADDITION
TX0104824-000	CLARENCE MCKELVEY	DALE PROPERTY SERVICES, LLC	11/28/2006	D20800694	B1 L11, JACKSON B ADDITION
TX0140347-000	CLAUDE CHANCE	DALE PROPERTY SERVICES, LLC	8/25/2009	D20923202	B4 L26, EDGEWOOD TERRACE ADDITION

TX0044610-000 CLAUDIA GONZALES
 TX0059556-000 CLIFTON MCKNIGHT
 TX0136437-000 CLYDE & JUDY JONES
 TX0097386-000 COMMUNITY HOUSING FUND
 TX0109488-000 CONETRA SAMPLE
 TX0073872-000 CORLIS L MALONE
 TX0058345-000 CORNELL & WILLIE D THORPE RUDD
 TX2203133-000 CUBIE HOLLIE
 TX0139007-000 CURTIS L HUNTER JR
 TX0105045-000 D G & MATTIE RAY
 TX0078572-000 DAISY D TURNER
 TX0079036-000 DAISY TUBBS
 TX0052988-000 DANNY ALTON WILSON
 TX0101369-000 DANNY L KELLY
 TX0135261-000 DANNY LEROY HELMS
 TX0066204-000 DARREN R & ROSALIE STOUT
 TX0069308-000 DAVID & PAMELA COLLINS
 TX0082523-000 DAVID & PATRICIA COLLINS
 TX0068378-000 DAVID HOADLEY
 TX0132767-000 DEATRIA NORFLEET
 TX0114236-000 DEBORAH ANN WILLIAMS
 TX0053975-000 DEBORAH BURKS GAIL
 TX0056505-000 DECARLA FISHER
 TX0053976-000 DEFFAINE L JOHNSON
 TX0047668-000 DEIDRE REAGOR
 TX0066214-000 DELLUIO McCUIN
 TX0065925-000 DELORES BELL
 TX0051393-000 DELORES L HURD
 TX0064895-000 DELORIS J JOHNSON
 TX0054894-000 DERECK & CONSTANCE MIMS
 TX0057369-000 DEREK COLLINS
 TX0062796-000 DERRICK JACKSON
 TX0078918-000 DESHON HAYNES
 TX0044087-000 DETHERINE SIMS
 TX0051942-000 DON & JANET WHITTLEY
 TX0106945-000 DON & PATRICIA COOK
 TX0072392-000 DON A. & ANNIE JEWETT
 TX0101816-000 DON VENSON NOBLES JR
 TX0056018-000 DONALD & RUTH P GREEN
 TX0057298-000 DONALD R & PHYLLIS JACK

PALOMA BARNETT, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, L.L.C.
 DALE RESOURCES LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, L.L.C.
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, L.L.C.
 DALE RESOURCES, LLC
 DALE RESOURCES, L.L.C.
 PALOMA BARNETT, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, L.L.C.
 DALE RESOURCES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 PALOMA BARNETT, LLC
 DALE RESOURCES, L.L.C.
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, LLC

12/17/2007 D20803071 LOT 3, BLOCK 10, EASTWOOD ADDITION
 1/25/2007 D20705121 L41, EASTOVER ADDITION
 12/18/2008 D20846335 B2 L7, EASTWOOD ADDITION
 10/17/2007 D20739965 B6 L33, EASTWOOD ADDITION
 2/14/2008 D20805452 B13 L11, EASTWOOD ADDITION
 5/4/2007 D20719878 B3 L15, EASTOVER ADDITION
 12/7/2006 D20704668 B10 L6, B. JACKSON
 10/25/2006 D20634205 LOT 6, BLOCK 32, EASTWOOD ADDITION
 5/18/2009 D20914052 B30 L11, EASTWOOD 3RD FILING ADDITION
 12/21/2007 D20800874 B29 L3, EASTWOOD ADDITION
 12/4/2006 D20702420 B3 L27, B JACKSON ADDITION
 10/20/2006 D20636404 B5 L17, EASTWOOD ADDITION
 11/22/2006 D20639839 L 11 B 7 B JACKSON ADDITION
 11/7/2007 D20742277 B3 L3, EDGEWOOD TERRACE ADDITION
 9/18/2008 D20844829 B10 L10, EDGEWOOD TERRACE ADDITION
 3/6/2007 D20711043 L3 B11, B. JACKSON ADDITION
 1/2/2007 D20714235 L14R B9, EASTWOOD ADDITION
 7/11/2007 D20728446 B4 L14, EASTWOOD TERRACE ADDITION
 4/9/2007 D20713290 L14 B3, EASTOVER ADDITION
 8/12/2008 D20833295 B10 L13, EDGEWOOD TERRACE ADDITION
 3/21/2008 D20810795 B8 L17A, EDGEWOOD TERRACE ADDITION
 12/7/2006 D20640683 B2 L3 EASTOVER
 12/14/2006 D20701165 BLK 3, LT 15 OF THE EASTWOOD ADDITION
 11/16/2006 D20700395 B7 L10 JACKSON B
 12/5/2007 D20806596 LOT 22, BLOCK 1, JACKSON B ADDITION
 1/31/2007 D20711040 L18 B3, EASTWOOD ADDITION
 1/29/2007 D20710522 B9 L12, EASTWOOD ADDITION
 11/12/2006 D20640839 L9 B 31 EASTWOOD
 12/15/2006 D20709611 B9 L1, B. JACKSON ADD
 11/29/2006 D20701854 L5 B 9-R-B EDGEWOOD TERRACE
 11/30/2006 D20700977 B7 L5 OF THE B, JACKSON ADDITION
 2/14/2007 D20707354 L11 B31, EASTWOOD ADDITION
 1/2/2007 D20702420 B2 L20, EASTOVER ADDITION
 11/27/2007 D20802817 LOT 2, BLOCK 1, EASTCREST ADDITION
 11/27/2006 D20640834 L 23, B 6, EDGEWOOD TERRACE
 1/18/2008 D20802494 B7 L12, EDGEWOOD TERRACE ADDITION
 5/23/2007 D20718052 B30 L9, EASTWOOD ADDITION
 11/21/2007 D20743567 B1 L30, B JACKSON ADDITION
 12/21/2006 D20702267 B1 L29, B JACKSON
 11/15/2006 D20704194 B1 L3, EASTCREST ADDITION

TX0062890-000 DORA MEZA
 TX0078567-000 DORIS & GEORGE KENNEDY
 TX0058678-000 DORIS BAYLOR
 TX0058142-000 DOROTHY ANN ANTHONY
 TX0112481-000 DOROTHY BARNES
 TX0058427-000 DOROTHY ESAW
 TX0080519-000 DOROTHY GLOVER
 TX0054278-000 DOROTHY J ROBINSON
 TX0106941-000 DOROTHY M MILES
 TX0057409-000 DOROTHY RUTHERFORD
 TX0121193-000 DOROTHY TILLIS TAYLOR
 TX0076526-000 D'ORSAY FRANKLIN
 TX0078597-000 DUDLEY GRIFFIN
 TX0130355-000 DUPAT INVESTMENTS, INC
 TX0073509-000 DWIGHT LEE FULLER
 TX0068603-000 EDDIE & BESSIE STEGGER
 TX0056451-000 EDDIE & GRACE WASHINGTON
 TX0051407-000 EDDIE F WILLIAMS
 TX0140081-000 EDDIE GLENN TUTT SR
 TX0077411-000 EDDIE SMITH
 TX0047127-000 EDILBERTO MEDRANO MARTINEZ
 TX0051419-000 EDNA & CHARLIE SMITH
 TX0062578-000 EDUARDO CONTRERAS
 TX0107137-000 EDWARD & MARCIA JONES
 TX0055452-000 EDWARD LANE
 TX0064196-000 EDWARD OLIVER
 TX0092554-000 EFFIE J BLAIR
 TX0052880-000 EFFIE K BULLARD
 TX0054125-000 EJ & JUDY ANN BACY
 TX0106218-000 ELBERT & SHELIA WASHINGTON

TX0044704-000 ELIAS YANEZ & LUISA GOMEZ
 TX0056619-000 ELIZABETH BRACKEN
 TX0073918-000 ELIZABETH HARRIS
 TX0121464-000 ELIZABETH HARRISON
 TX0139752-000 ELIZABETH SMITH HIGHTOWER
 TX0072999-000 ELLA MURRAY TAYLOR
 TX0045281-000 ELNORA THOMAS
 TX0051404-000 ELOUISE D SMITH
 TX0071110-000 EMANUEL & ANNIE WILLIS

DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, L.L.C.
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 PALOMA BARNETT, LLC
 DALE RESOURCES, L.L.C.
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, L.L.C.
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC

PALOMA BARNETT, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 PALOMA BARNETT, LLC
 DALE RESOURCES, L.L.C.
 DALE RESOURCES, LLC

2/6/2007 D20707975 B2 L8, EASTOVER ADDITION
 11/24/2006 D20702419 B28 L7, EASTWOOD
 12/13/2006 D20701147 B5 L19 B. JACKSON ADDITION
 12/9/2006 D20701832 B11 L6 EASTWOOD ADDITION
 3/11/2008 D20809096 B5 L9, EDGEWOOD TERRACE ADDITION
 1/29/2007 D20705000 L3 B9RA, EDGEWOOD TERRACE ADDITION
 3/5/2007 D20727089 L21, EASTOVER ADDITION
 11/6/2006 D20640252 B30 L7 EASTWOOD
 1/15/2008 D20802494 B11 L8, EASTWOOD ADDITION
 1/11/2007 D20704490 L40, EASTOVER ADDITION
 5/15/2008 D20818676 BLOCK 32, LOT 5, EASTWOOD ADDITION
 6/22/2007 D20723142 B6 L18, EASTWOOD ADDITION
 11/27/2006 D20702420 B4 L21, EDGEWOOD TERRACE ADDITION
 7/17/2008 D20829333 B4 L11, B. JACKSON ADDITION
 5/30/2007 D20718845 B5 L17, B. JACKSON ADDITION
 4/2/2007 D20713321 L24, TKACZ ADDITION
 12/15/2006 D20701154 B31 L16 OF THE EASTWOOD ADDITION
 11/10/2006 D20640840 LOT 5, BLOCK 7, EDGEWOOD TERRACE
 7/31/2009 D20921016 L24F, TKACZ ADDITION
 1/15/2007 D20724175 B3 L23, EASTOVER ADDITION
 12/29/2007 D20806012 LOT 2, BLOCK 12, B JACKSON ADDITION
 11/13/2006 D20640726 L3 B3 EASTOVER
 2/21/2007 D20707906 B3 L5, EASTOVER 2ND FILING ADDITION
 1/14/2008 D20802467 B8 L6, B JACKSON ADDITION
 11/21/2006 D20702864 L5 B11 B JACKSON
 2/27/2007 D20709097 B9RB L2, EDGEWOOD TERRACE ADDITION
 2/15/2007 D20736000 B3 L24 EASTOVER ADDITION
 11/6/2006 D20640836 L6 B7 EDGEWOOD TERRACE ADDITION
 11/3/2006 D20637716 L5-6 B2 B JACKSON
 12/3/2007 D20801591 B14 L21, SUNSHINE HILL ADDITION
 LT 11, BLK 29, EASTWOOD ADDN & LT 5, BLK
 11/27/2007 D20803092 7A, HYDE ESTS ADDN
 12/13/2006 D20701149 B8 L8 B. JACKSON ADDITION
 11/15/2006 D20719403 B3 L8, EASTOVER 2ND FILING ADDITION
 5/14/2008 D20818692 B1 L1B, EASTWOOD ADDITION
 7/10/2009 D20918530 B4 L12, EDGEWOOD TERRACE ADDITION
 3/15/2007 D20718501 B3 L26, EASTOVER ADDITION
 12/3/2007 D20803325 LOT4, BLOCK 1, EASTWOOD ADDITION
 10/31/2006 D20640840 L3 B32 EASTWOOD
 12/12/2006 D20716186 B1 L24, B.JACKSON ADDITION

TX0050285-000	EMMA J HURST	DALE RESOURCES, L.L.C.	11/2/2006	D20636630 L15B B8 EDGEWOOD TERRACE ADDITION
TX0071850-000	EMMA LOUISE SNEED	DALE RESOURCES, LLC	11/9/2006	D20717147 B7 L1, EASTWOOD ADDITION
TX0087952-000	EMMETT FERRELL	DALE RESOURCES, LLC	12/18/2006	D20732333 B6 L9, EASTWOOD ADDITION
TX0057306-000	EMOGENE WHEAT	DALE PROPERTY SERVICES, LLC	1/12/2007	D20704490 B6 L25, EASTWOOD ADDITION
TX0058801-000	ERIC & MELISSA FISHER	DALE PROPERTY SERVICES, LLC	1/23/2007	D20705768 B11 L1, EASTWOOD ADDITION
TX0122872-000	ERIC L RASMUSSEN	DALE PROPERTY SERVICES, LLC	5/20/2008	D20820247 B7 L19, EDGWOOD TERRACE ADDITION
TX0122874-000	ERIC L RASMUSSEN	DALE PROPERTY SERVICES, LLC	5/20/2008	D20820247 B7 L1, EDGEWOOD TERRACE ADDITION
TX0058830-000	ERNEST PARRISH	DALE RESOURCES, LLC	12/8/2006	D20702428 L2 B6, EASTWOOD
TX0139825-000	ERROL & THOMASINE BARRETT	DALE PROPERTY SERVICES, LLC	7/15/2009	D20919471 B2 L14, B JACKSON ADDITION
TX0056800-000	ESSIE J TAYLOR	DALE RESOURCES, LLC	12/6/2006	D20700970 B2 L9 OUT OF THE EASTOVER ADDITION
TX0060219-000	ESSIE L HOWARD	DALE PROPERTY SERVICES, LLC	2/6/2007	D20705766 B29 L16, EASTWOOD ADDITION
TX0068882-000	ETTA J KENNARD	DALE PROPERTY SERVICES, LLC	1/2/2007	D20713822 L19 B3, EASTOVER ADDITION
TX0078651-000	EUGENE & VERNA COLEMAN	DALE RESOURCES, LLC	12/27/2006	D20702421 B6 L28, EDGEWOOD TERRACE ADDITION
TX0126645-000	EULALIA MARIE BINGHAM	DALE PROPERTY SERVICES, LLC	6/17/2008	D20824852 B8 L16D, EDGEWOOD TERRACE ADDITION
TX0065208-000	EVELYN LUSK	DALE PROPERTY SERVICES, LLC	3/8/2007	D20709973 B1 L3R, EDGEWOOD TERRACE ADDITION
TX0065486-000	EVERETT L & CLEO M HOWARD	DALE PROPERTY SERVICES, LLC	3/8/2007	D20710226 L15 B6, EASTWOOD ADDITION
TX0058780-000	FANNIE M JOHNSON	DALE RESOURCES, LLC	12/4/2006	D20702566 B30 L12, EASTWOOD 3RD FILING ADD
TX0063135-000	FAYE M COX	DALE PROPERTY SERVICES, LLC	1/25/2007	D20708274 B2 L11, EASTOVER ADDITION
TX0091139-000	FELIPE R & MARTHA ROMERO	DALE PROPERTY SERVICES, LLC	8/31/2007	D20732296 B11 L9 B JACKSON ADDITION
TX0102534-000	FIRST PILGRIM VALLEY BAPTIST CHURCH	DALE PROPERTY SERVICES, LLC	11/5/2007	D20744378 B1 L1, ECHOLS ADDITION
TX0139826-000	FLORENCIA GARCIA	DALE PROPERTY SERVICES, LLC	7/17/2009	D20919471 B8R L1, EDGEWOOD TERRACE ADDITION
TX0053362-000	FLOSSIE MAE PERRY	DALE RESOURCES, L.L.C.	11/10/2006	D20640241 L3 B2 EDGEWOOD TERRACE ADD
TX0058773-000	FLOYD E CRAFT	DALE RESOURCES, LLC	12/23/2006	D20702566 B1 L12 13, B.JACKSON
TX0055635-000	FLOYD JONES	DALE RESOURCES, LLC	12/12/2006	D20702285 B1 L17, B JACKSON
TX0051389-000	FRANCIS GREEN	DALE RESOURCES, L.L.C.	11/8/2006	D20640841 L10 B 4 JACKSON B
TX0064492-000	FRANCIS WILLIAMS	DALE PROPERTY SERVICES, LLC	2/2/2007	D20709247 B2 L5, EASTWOOD ADDITION
TX0055585-000	FRANCISCO & FRANCISCA AGUILAR	DALE PROPERTY SERVICES, LLC	1/6/2007	D20702863 L35R B2 EDGEWOOD TERRACE
TX0141616-000	FRANK & DOLORES ESCALANTE	DALE PROPERTY SERVICES, LLC	11/11/2009	D20930968 B4 LC, OAKWOOD HEIGHTS ADDITION
TX0104728-000	FRANKIE BRAZIEL	DALE PROPERTY SERVICES, LLC	12/27/2007	D20800330 B31 L3, EASTWOOD ADDITION
TX0131244-000	FRANSICO JAVIER SEGURA CAMARENA	DALE PROPERTY SERVICES, LLC	7/29/2008	D20830777 B1 L10, B. JACKSON ADDITION
TX0055435-000	FRED & JACQUELINE ANDERSON	DALE PROPERTY SERVICES, LLC	1/9/2007	D20702892 B5 L9 EASTWOOD
TX0060855-000	FRED & LILY ANDREWS	DALE PROPERTY SERVICES, LLC	2/1/2007	D20706001 B1 L6, B.JACKSON ADDITION
TX0079792-000	FREDDIE & EVELYN WALKER	DALE PROPERTY SERVICES, LLC	3/27/2007	D20726337 B6 L7, EASTWOOD ADDITION
TX0051385-000	FREDDIE MAE COX	DALE RESOURCES, L.L.C.	12/4/2006	D20640839 L15 B 30 EASTWOOD
TX0075878-000	FREDDY L. RUFFIN	DALE PROPERTY SERVICES, LLC	6/7/2007	D20722469 B10 L7, B. JACKSON ADDITION
TX0077343-000	GARY L SCHWEIN	DALE PROPERTY SERVICES, LLC	2/23/2007	D20724176 B3 L17, EASTWOOD ADDITION
TX0053399-000	GEORGE & BOBBIE PETE	DALE RESOURCES, L.L.C.	11/9/2006	D20638189 L13 B7 EDGEWOOD TERRACE ADD
TX0106810-000	GEORGE L ANDERSON JR	DALE PROPERTY SERVICES, LLC	1/14/2008	D20802153 B30 L1, EASTWOOD ADDITION
TX0076976-000	GEORGIA SMITH	DALE PROPERTY SERVICES, LLC	1/5/2007	D20723159 B2 L1C, EASTWOOD ADDITION
TX0064962-000	GEVONNA FASSETT	DALE PROPERTY SERVICES, LLC	2/26/2007	D20709711 B9 L3C, EDGEWOOD TERRACE ADD

TX0057043-000	GILBERT FULLER JR	DALE RESOURCES, LLC	11/30/2006	D20700575 B10 L11 OF THE EDGEWOOD ADDITION
TX0061387-000	GLEN D. & SHARON BLEVINS	DALE PROPERTY SERVICES, LLC	2/5/2007	D20706609 B30 L10, EASTWOOD ADDITION
TX0070370-000	GLENDA FAYE DANIELS MORRIS	DALE PROPERTY SERVICES, LLC	4/23/2007	D20715382 B7 L8, B. JACKSON ADDITION
TX0056675-000	GLORIA B RISCHER	DALE RESOURCES, LLC	12/14/2006	D20702253 B1 L2 EASTWOOD ADD
TX0058624-000	GLORIA TRAMMELL	DALE PROPERTY SERVICES, LLC	1/30/2007	D20705768 L18, EASTOVER ADDITION L4 B6, L4 B7, EDGEWOOD TERRACE
TX0060153-000	GLYNN & JEAN MITCHELL	DALE RESOURCES, LLC	11/7/2006	D20702297 ADDITION
TX0062281-000	GRACE MAE BRANTLEY	DALE PROPERTY SERVICES, LLC	2/22/2007	D20707635 B2 L16, EASTWOOD ADD
TX0051596-000	GRADY L & MARY L CRENSHAW	DALE RESOURCES, L.L.C.	12/1/2006	D20700420 B8 L9 B JACKSON
TX0056698-000	GRAYLING C & BESSIE SIPHO	DALE RESOURCES, LLC	11/27/2006	D20701146 B6, L26, EDGEWOOD TERRACE ADDITION PRT OF BLK 1, EASTCREST SUB & TRACT
TX0074504-000	GREATER MOUNT TABOR CHRISTIAN	DALE PROPERTY SERVICES, LLC	6/14/2007	D20721065 OUT OF ABSTRACT 7,
TX2203068-000	GREATER MOUNT TABOR CHRISTIAN	DALE RESOURCES LLC	9/26/2006	D20634203 26.284 AC, G J ASSABRANNER SVY, A-7
TX0133998-000	GREGORY D SHOLARS	DALE PROPERTY SERVICES, LLC	9/8/2008	D20835886 B4 L7, EDGEWOOD TERRACE ADDITION
TX0073871-000	GUADALUPE E RAMIREZ	DALE PROPERTY SERVICES, LLC	5/2/2007	D20719878 L22, EASTOVER ADDITION
TX0054264-000	GWENDOLYN JOYCE MILES	DALE RESOURCES, LLC	12/6/2006	D20640772 B2 L7 EASTOVER
TX0056806-000	GWENDOLYN JOYCE TIMBERLAKE	DALE RESOURCES, LLC	12/2/2006	D20700993 B10 L5 OUT OF THE B. JACKSON ADDITION
TX0071219-000	GYPEEN PARKS	DALE RESOURCES, LLC	11/27/2006	D20716378 L6 B7, B JACKSON ADDITION
TX0060862-000	HANNAH D HOLLIE	DALE RESOURCES, LLC	12/16/2006	D20706038 B7 L9, B JACKSON ADDITION
TX0056838-000	HARVEY & LUCY H CAREY	DALE RESOURCES, LLC	11/28/2006	D20701166 B6 L20 EDGEWOOD TERRACE ADDITION
TX0058829-000	HATTIE L EWING	DALE RESOURCES, LLC	12/13/2006	D20701847 L15 B5, EASTWOOD
TX0067319-000	HAZEL DOROTHY MANGRUM	DALE RESOURCES, LLC	12/20/2006	D20708274 L5 B5, EASTWOOD ADDITION
TX0080578-000	HAZEL J CAIN	DALE PROPERTY SERVICES, LLC	3/14/2007	D20727336 B2 L1, EDGEWOOD TERRACE ADDITION
TX0071723-000	HAZEL J. CAIN	DALE PROPERTY SERVICES, LLC	3/14/2007	D20717024 B3 L10, EDGEWOOD TERRACE ADDITION
TX0053672-000	HAZEL RUTH SHELTON	DALE RESOURCES, L.L.C.	11/24/2006	D20640724 L 2, B 28 EASTWOOD ADDITION
TX0054206-000	HECTOR & MARIA GUZMAN	DALE PROPERTY SERVICES, LLC	12/1/2006	D20640525 L10 B3 EASTOVER
TX0054262-000	HELEN M SHERMAN	DALE RESOURCES, LLC	12/6/2006	D20640773 B7 L16 JACKSON B
TX0058700-000	HELEN SLIDER	DALE PROPERTY SERVICES, LLC	1/2/2007	D20702286 B31 L12, EASTWOOD ADDITION
TX0051849-000	HENRY & CHRISTINE WATSON	DALE RESOURCES, L.L.C.	11/20/2006	D20640253 LOT 12, BLK 29, EASTWOOD
TX0113410-000	HENRY E CARR	DALE PROPERTY SERVICES, LLC	2/14/2008	D20809990 B2 L17, EASTOVER ADDITION
TX0086214-000	HENRY GADSDEN	DALE PROPERTY SERVICES, LLC	3/7/2007	D20727817 L16, EASTOVER ADDITION
TX0053656-000	HENRY L & GUSTAVA DUDLEY	DALE RESOURCES, L.L.C.	11/22/2006	D20640726 L 5R, B 1 EDGEWOOD TERRACE
TX0120306-000	HGU PROPERTIES, LP	DALE PROPERTY SERVICES, LLC	5/15/2008	D20818484 BLOCK 10, LOT 1, EASTWOOD ADDITION
TX0055477-000	HIAWIAN & MARY HUDSON	DALE RESOURCES, LLC	11/14/2006	D20702864 L10 B31 EASTWOOD
TX0108469-000	HIAWIAN HUDSON	DALE PROPERTY SERVICES, LLC	1/28/2008	D20804190 B31 L10, EASTWOOD ADDITION
TX0108339-000	HILARIO & MIRELLA ROSALES	DALE PROPERTY SERVICES, LLC	1/25/2008	D20803744 B11 L6, B JACKSON ADDITION
TX0071728-000	HILDA JONES	DALE PROPERTY SERVICES, LLC	1/9/2007	D20717024 B2 L8, B.JACKSON ADDITION
TX0053668-000	HILDA M JONES	DALE RESOURCES, L.L.C.	12/8/2006	D20640725 L 8, B 2, JACKSON B
TX0123921-000	HUBERT & BRENDA JONES	DALE PROPERTY SERVICES, LLC	5/30/2008	D20821244 B9RB L3, EDGEWOOD TERRACE ADDITION
TX0054144-000	HUBERT BOONE	DALE PROPERTY SERVICES, LLC	11/10/2006	D20637711 L9 B8 EDGEWOOD TERRACE

TX0060909-000	JEANETTE HARRIS	DALE PROPERTY SERVICES, LLC	1/30/2007	D20706059	B3 L20, EASTOVER ADDITION
TX0138162-000	JEANNE DOOGS	DALE PROPERTY SERVICES, LLC	3/19/2009	D20909343	B5 L6, EDGEWOOD TERRACE ADDITION
TX0138163-000	JEANNE DOOGS	DALE PROPERTY SERVICES, LLC	3/19/2009	D20909343	B9 L2A, EDGEWOOD TERRACE ADDITION
TX0051899-000	JEANNETTE COX	DALE RESOURCES, L.L.C.	11/21/2006	D20640158	L 23 B 6 EASTWOOD ADDITION
TX0073531-000	JENNIFER FERGUSON	DALE PROPERTY SERVICES, LLC	5/29/2007	D20718844	B9 L24, EASTWOOD ADDITION
TX0073586-000	JENNY LOVE	DALE RESOURCES, LLC	11/28/2006	D20719016	B9 L6 L7, B JACKSON ADDITION
TX0139519-000	JERRY D BROWN, JR, ET AL	DALE PROPERTY SERVICES, LLC	6/16/2009	D20917553	B4 L10, OAKWOOD HEIGHTS ADDITION
TX0140879-000	JERRY D PIERCE	DALE PROPERTY SERVICES, LLC	9/30/2009	D20926514	B11 L1, B JACKSON ADDITION
TX0049327-001	JERRY DALE & DESSI PIERCE	PALOMA BARNETT, LLC	1/19/2008	D20807680	B29, L10 & B9, L23, EASTWOOD ADDITION
TX0049327-001	JERRY DALE & DESSI PIERCE	PALOMA BARNETT, LLC	1/19/2008	D20807680	L7, B12, B. JACKSON ADDITION
TX0053380-000	JERRY LEE WILSON	DALE RESOURCES, L.L.C.	11/10/2006	D20640243	L19 B6 EASTWOOD ADD
TX0053649-000	JESSE BONNER	DALE RESOURCES, L.L.C.	11/20/2006	D20640681	L 20, B 5, B. JACKSON
TX0053649-000	JESSE BONNER	DALE RESOURCES, L.L.C.	11/20/2006	D20640681	L 7, B 7 B. JACKSON
TX0056528-000	JESSE NOLLY	DALE PROPERTY SERVICES, LLC	1/4/2007	D20703388	L24 B14 SUNSHINE HILL
TX0135441-000	JESSIE & BARBARA MILLER	DALE PROPERTY SERVICES, LLC	9/10/2008	D20844437	B7 L8, EDGEWOOD TERRACE ADDITION
TX0075443-000	JESSIE & OLIVIA COLE	DALE PROPERTY SERVICES, LLC	6/5/2007	D20721762	B10 L5, EASTWOOD ADDITION
TX0055863-000	JESSIE CLARK	DALE RESOURCES, LLC	12/13/2006	D20703440	L11 B2 B JACKSON
TX0113567-000	JESSIE MAE FERRELL	DALE PROPERTY SERVICES, LLC	3/20/2008	D20810697	B6 L3, EDGEWOOD TERRACE ADDITION
TX0107737-000	JESTINA AND JOE RICHARDSON	DALE PROPERTY SERVICES, LLC	1/18/2008	D20803027	B29 L8, EASTWOOD ADDITION
TX0137907-000	JESWILLARD & BILLIE A JOHNSON	DALE PROPERTY SERVICES, LLC	2/28/2009	D20906887	B8 L17B, EDGEWOOD TERRACE ADDITION
TX0112364-000	JEWELL A TAFT A/K/A ANNIE J	DALE PROPERTY SERVICES, LLC	2/19/2008	D20808790	B10 L19, EASTWOOD ADDITION
TX0110592-000	JEWELL A WASHINGTON TAFT	DALE PROPERTY SERVICES, LLC	2/19/2008	D20807129	B10 L18R, EASTWOOD ADDITION
TX0139753-000	JIM GROW	DALE PROPERTY SERVICES, LLC	7/16/2009	D20919092	B2 L2, B JACKSON ADDITION
TX0138203-000	JIMMIE L & LENORA A WARD	DALE PROPERTY SERVICES, LLC	3/11/2009	D20909345	B5 L8, EDGEWOOD TERRACE ADDITION
TX0056025-000	JIMMIE R JACKSON	DALE PROPERTY SERVICES, LLC	12/28/2006	D20702270	B9RA L4, EDGEWOOD TERRACE ADDITION
TX0107694-000	JIMMY AND CHARLOTTE PRENTICE	DALE PROPERTY SERVICES, LLC	1/14/2008	D20803027	B6 L7, B. JACKSON ADDITION
TX0057495-000	JIMMY E & EVA N CLARK	DALE RESOURCES, LLC	12/4/2006	D20700971	B12 L6 OF THE B, JACKSON ADDITION
TX0113297-000	JO HAZEL STEELE	DALE PROPERTY SERVICES, LLC	3/12/2008	D20810064	B8 L16E, EDGEWOOD TERRACE ADDITION
TX0140496-000	JO RETTIG LIGHTFOOT	DALE PROPERTY SERVICES, LLC	9/4/2009	D20923981	B1 L9, EASTCREST ADDITION
					SOUTH 113' OF L4 B2 OF THE B. JACKSON
TX0057017-000	JOE LEE & DOROTHY H ALLEN	DALE RESOURCES, LLC	12/1/2006	D20700979	ADDITION
TX0065588-000	JOEY & CATHERINE WOODARD	DALE PROPERTY SERVICES, LLC	3/8/2007	D20710572	B8 L16B, EDGEWOOD TERRACE ADDITION
TX0071966-000	JOHN & ARABELLA DAVIS	DALE PROPERTY SERVICES, LLC	2/27/2007	D20710572	B10 L21, EASTWOOD ADDITION
TX0110011-000	JOHN & ARABELLA DAVIS	DALE PROPERTY SERVICES, LLC	2/27/2007	D20713287	B3 L5, B JACKSON ADDITION
TX0139666-000	JOHN B MCKNIGHT DBA MCKNIGHT INVE	DALE PROPERTY SERVICES, LLC	7/6/2009	D20917976	B2 L31R, EDGEWOOD TERRACE ADDITION
TX0058765-000	JOHN CROCKETT	DALE RESOURCES, LLC	12/20/2006	D20702566	B11 L7, B. JACKSON ADD
TX0056638-000	JOHN E & CLAUDETTE CROCKETT	DALE RESOURCES, LLC	12/20/2006	D20701148	B10 L14 OF THE B. JACKSON ADDITION
TX0050324-000	JOHN E MOSS	DALE RESOURCES, L.L.C.	11/6/2006	D20636970	L6 B1 OF THE EASTCREST ADDITION
TX0065281-000	JOHN WALTI	DALE PROPERTY SERVICES, LLC	3/6/2007	D20709956	B1 L8, EASTOVER ADDITION
TX0087795-000	JOHNNIE & HENRIETTA HOLIDAY	DALE PROPERTY SERVICES, LLC	9/11/2007	D20732988	B11 L13R, EASTWOOD ADDITION

TX0052604-000	JOHNNIE & JOHN HENRY	DALE RESOURCES, L.L.C.	11/22/2006	D20639856	L 30 B 3 B JACKSON
TX0069082-000	JOHNNY D STEWART	DALE PROPERTY SERVICES, LLC	2/2/2007	D20706037	L20 B1, EASTOVER ADDITION
TX0054910-000	JOHNNY L & ANNIE P BROWN	DALE RESOURCES, LLC	12/12/2006	D20701833	L36 R B2 EDGEWOOD TERRACE
TX0125137-000	JOHNNY SPRADLIN	DALE PROPERTY SERVICES, LLC	6/5/2008	D20822616	B7 L18, EDGEWOOD TERRACE ADDITION
TX0051405-000	JORGE & MANUELA VASQUEZ	DALE RESOURCES, L.L.C.	12/4/2006	D20640839	L28 B3 B JACKSON
TX0141095-000	JORGE ROSAS	DALE PROPERTY SERVICES, LLC	10/14/2009	D20927504	B2 L5, EASTCREST ADDITION
TX0061427-000	JOSE & NOEL ROJERO	DALE PROPERTY SERVICES, LLC	1/27/2007	D20706607	B7 L4, EDGEWOOD TERRACE ADDITION
TX0075852-000	JOSE & NOEL ROJERO	DALE PROPERTY SERVICES, LLC	6/21/2007	D20722467	B7 L4, EDGEWOOD TERRACE ADDITION
TX0048646-000	JOSE BERNARDINO MARTINEZ	PALOMA BARNETT, LLC	1/18/2008	D20809208	LOT 5, BLOCK 5, B JACKSON ADDITION
TX0064695-000	JOSE FABILA & MARTHA JACQUEZ	DALE PROPERTY SERVICES, LLC	3/5/2007	D20709601	B6 L32, EASTWOOD ADDITION
TX0058344-000	JOSE INES AGUILAR	DALE PROPERTY SERVICES, LLC	1/15/2007	D20704492	B3 L18, EASTOVER 2ND FILING ADD
TX0047212-000	JOSE MARTINEZ AGUERO	PALOMA BARNETT, LLC	11/1/2008	D20806177	LOT 7, BLOCK 5, B JACKSON ADDITION
TX0070272-000	JOSEPH & MARILYN GUIDRY	DALE PROPERTY SERVICES, LLC	1/29/2007	D20715233	L25 B6, EDGEWOOD TERRACE ADDITION
TX0073031-000	JOSEPHINE C TROJANOWSKI	DALE RESOURCES, LLC	11/28/2006	D20719017	B3 L11, B. JACKSON ADDITION
TX0051402-000	JOSEPHINE THOMAS	DALE RESOURCES, L.L.C.	12/5/2006	D20640841	L2 B 31 EASTWOOD
TX0063500-000	JOYCE & LEROY YORK	DALE PROPERTY SERVICES, LLC	2/15/2007	D20708607	L13 B3, EASTOVER ADDITION
TX0063713-000	JOYCE HARRIS	DALE RESOURCES, LLC	11/28/2006	D20708949	B2 L30R, EDGEWOOD TERRACE ADDITION
TX0056954-000	JOYCE MARIE DAVIS NUNLEY	DALE RESOURCES, LLC	11/10/2006	D20700575	B7, L7, EDGEWOOD TERRACE ADDITION
TX0071419-000	JOYCE MARIE SIMMONS	DALE PROPERTY SERVICES, LLC	5/8/2007	D20716211	A-219 TR39, GEORGE W COONROD SURVEY
TX0075953-000	JUAN G GONZALEZ	DALE PROPERTY SERVICES, LLC	6/18/2007	D20722500	B14 L6 5, SUNSHINE HILL ADDITION
TX0064194-000	JUAN JOSE BARRERA	DALE PROPERTY SERVICES, LLC	3/1/2007	D20709098	B1 L5, EASTOVER ADDITION
TX0064194-000	JUAN JOSE BARRERA	DALE PROPERTY SERVICES, LLC	3/1/2007	D20709098	B1 L5, EASTOVER ADDITION
TX0064195-000	JUAN JOSE BARRERA	DALE PROPERTY SERVICES, LLC	3/1/2007	D20709098	B1 L4, EASTOVER ADDITION
TX0051939-000	JUANITA H JOHNSON	DALE RESOURCES, L.L.C.	11/28/2006	D20640838	L 2, B 9, JACKSON, B
TX0062811-000	JUDY L & JOSEPH BUNCH	DALE PROPERTY SERVICES, LLC	2/15/2007	D20707350	L15 B31, EASTWOOD ADDITION
TX0055464-000	JUDY LEE & CLEVELAND TAYLOR	DALE RESOURCES, LLC	11/29/2006	D20702864	L4 B8 EDGEWOOD TERRACE
TX0067438-000	JULE LEEN MAYBERRY	DALE RESOURCES, LLC	12/1/2006	D20711795	L12 B10, B. JACKSON ADDITION
TX0053384-000	JULIUS C DAVIS	DALE RESOURCES, L.L.C.	11/20/2006	D20640243	L5 B12 JACKSON B ADD
TX0054146-000	KARIA & KIM ADAMS	DALE PROPERTY SERVICES, LLC	11/13/2006	D20637251	L4 B 32 EASTWOOD
TX0079870-000	KARINA WRIGHT	DALE PROPERTY SERVICES, LLC	6/11/2007	D20725890	B11 L12-13R, EASTWOOD ADDITION
TX0140346-000	KATHLEEN CHANCE THOMAS	DALE PROPERTY SERVICES, LLC	8/28/2009	D20923202	B4 L26, EDGEWOOD TERRACE ADDITION
TX0064652-000	KATHRYN PICKENS & MIA GOODEN	DALE PROPERTY SERVICES, LLC	2/10/2007	D20709421	B9 L22, EASTWOOD ADDITION
TX0054170-000	KATIE F KING	DALE PROPERTY SERVICES, LLC	11/6/2006	D20640539	L5 B3 EASTWOOD TERRACE
TX0073527-000	KEITH JOHNSON	DALE PROPERTY SERVICES, LLC	5/28/2007	D20718845	B6 L12, EASTWOOD ADDITION L1R B1, L1 B14R, L6 B2, L2R B2, L37R B2
TX0051503-000	KEN & DURENE VESS	DALE RESOURCES, L.L.C.	11/21/2006	D20640586	EDGEWOOD TERRACE
TX0051503-000	KEN & DURENE VESS	DALE RESOURCES, L.L.C.	11/21/2006	D20640586	L8R B7, L9 B29, EASTWOOD ADDITION
TX0051503-000	KEN & DURENE VESS	DALE RESOURCES, L.L.C.	11/21/2006	D20640586	L24D TKACZ ADDITION
TX0056683-000	KENNETH & CONNIE JACKSON	DALE RESOURCES, LLC	11/27/2006	D20701147	B8 L16 OF THE B. JACKSON ADDITION
TX0051875-000	KEVELYN CROCKETT	DALE RESOURCES, L.L.C.	11/22/2006	D20640251	LOT 7, BLOCK 11 B. JACKSON ADDITION

TX0125688-000 KIM DALE JOHNSON
 TX0062788-000 KIMBERLY JACKSON
 TX0086218-000 L V & MARY JEAN STEVENSON
 TX0136955-000 LA TONYA BENSON
 TX0068215-000 LaCHANDRA BROWN
 TX0044684-000 LAMPIN FAMILY TRUST
 TX0054895-000 LAQUESHA WINKFIELD
 TX0063126-000 LARRY & PAULA DONALDSON
 TX0071367-000 LATITI DAVIS RAINEY
 TX0051416-000 LAURA PATRICK
 TX0057437-000 LAURENE HILL
 TX0053653-000 LAVEORN CLEMENT
 TX0054023-000 LAWANDA ABBS PETTY
 TX0119151-000 LAWRENCE HAMBRICK
 TX0071353-000 LEE & EUNICE E BAKER
 TX0064818-000 LEE M TIPPENS
 TX0056826-000 LEO JR & EVELYN J WILLIAMS
 TX0129419-000 LEOBARDO ROMERO
 TX0056916-000 LEONA B MONTAGUE
 TX0048469-000 LEONARD BAKER
 TX0071412-000 LEONARD GRANT & ALICE E HARRIS
 TX0062467-000 LEROY & JOYCE YORK
 TX0062492-000 LEROY & JOYCE YORK
 TX0062493-000 LEROY & JOYCE YORK
 TX0063096-000 LEROY & JOYCE YORK
 TX0063097-000 LEROY & JOYCE YORK
 TX0060188-000 LILLIE CHADWICK
 TX0062457-000 LILLIE F ADAMS
 TX0057951-000 LINDA & PHILLMAN FONTENOT
 TX0058353-000 LINDA DIANE FOGGLE
 TX0088107-000 LINDA L ATKINS AKA LINDA L
 TX0063130-000 LIONEL HAMILTON SR
 TX0065571-000 LIONEL HAMILTON SR.
 TX0058799-000 LOIS E MANGRUM
 TX0051428-000 LOIS WILLIAMS
 TX0071158-000 LOLA FAYE POWELL
 TX0048568-000 LOLA M ONICK
 TX0052989-000 LOLA MAE MCINTOSH ONICK
 TX0046779-000 LONDON FUNDING LLC
 TX0060225-000 LONNIE & GLORIA JOHNSON

DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 PALOMA BARNETT, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, L.L.C.
 DALE RESOURCES, LLC
 DALE RESOURCES, L.L.C.
 DALE RESOURCES LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 PALOMA BARNETT, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, L.L.C.
 DALE RESOURCES, LLC
 PALOMA BARNETT, LLC
 DALE RESOURCES, L.L.C.
 PALOMA BARNETT, LLC
 DALE PROPERTY SERVICES, LLC

1/22/2007 D20823238 B1 L4R, EDGEWOOD ADDITION
 2/14/2007 D20707354 L11 B31, EASTWOOD ADDITION
 12/18/2006 D20727817 B7 L1, B JACKSON ADDITION
 2/4/2009 D20903428 B28 L6, EASTWOOD ADDITION
 3/27/2007 D20712991 L2 B9RA, EDGEWOOD TERRACE ADDITION
 9/13/2007 D20803842 LOT 4, BLOCK 6, B JACKSON ADDITION
 12/12/2006 D20701854 L6 B4 B JACKSON
 1/22/2006 D20708274 B8 L10, EDGEWOOD TERRACE ADDITION
 2/1/2007 D20716624 L13 B29, EASTWOOD ADDITION
 11/22/2006 D20640727 L7 B8 B JACKSON
 11/20/2006 D20700978 B10 L7 OF THE EASTWOOD ADDITION
 11/20/2006 D20640726 L 2, B 3 EDGEWOOD TERRACE
 11/11/2006 D20640539 L5 B9 EASTWOOD
 5/8/2008 D20817702 LOT 22, BLOCK 6, EASTWOOD ADDITION
 2/23/2007 D20716623 L15, EASTOVER ADDITION
 12/18/2006 D20709609 L3 B2, EASTWOOD ADDITION
 11/27/2006 D20700978 B11 L8 OF THE B. JACKSON ADDITION
 7/9/2008 D20828269 B1 L4, B JACKSON ADDITION
 12/7/2006 D20700576 B28 L8 OUT OF THE EASTWOOD ADDITION
 12/17/2007 D20808547 LOTS 25 & 26, BLOCK 14, SUNSHINE HILL
 1/25/2007 D20716381 L13 B1, EASTOVER ADDITION 2ND FILING
 2/15/2007 D20707350 B1 L11, EASTOVER ADDITION
 2/15/2007 D20707369 B4 L9, B.JACKSON ADDITION
 2/15/2007 D20707369 B1 L27, B.JACKSON ADDITION
 2/15/2007 D20708225 B11 L18R, EASTWOOD ADDITION
 2/15/2007 D20708225 B3 L7, EASTOVER ADDITION
 1/31/2007 D20705765 B2 L1B, EASTWOOD ADDITION
 2/20/2007 D20707636 B9 L10, EASTWOOD ADDITION
 1/23/2007 d20704763: L7 B3, EASTWOOD
 12/16/2006 D20704197 B6 L24, EDGEWOOD TERRACE ADD
 7/17/2007 D20733358 L12, B4, B. JACKSON ADDITION
 12/27/2006 D20708274 L2 B3, EASTOVER ADDITION
 12/27/2006 D20710572 B9 L19R, EASTWOOD ADDITION
 12/15/2006 D20702269 B6 L15, B JACKSON ADDITION
 11/29/2006 D20640725 L24E, TKACZ ADDITION
 11/28/2006 D20716184 B14 L27, SUNSHINE HILL ADDITION
 2/11/2008 D20809004 LOT 1, BLOCK 29, EASTWOOD ADDITION
 11/13/2006 D20639839 L 1 B 29 EASTWOOD ADDITION
 1/4/2008 D20803825 LOT 18, BLOCK 2, EASTOVER ADDITION
 1/16/2007 D20705766 B14 L14, SUNSHINE HILL ADDITION

TX0052603-000	LONNIE & ZELLA POUNDS	DALE RESOURCES, L.L.C.	11/24/2006	D20639856 L 1 B 6 EDGEWOOD TERRACE
TX0125626-000	LORETTA SCOTT & LORETTA HENDERS	DALE PROPERTY SERVICES, LLC	6/5/2008	D20823182 B4 L1, JACKSON ADDITION
TX0079385-000	LOST CREEK CATTLE, L.P.	DALE PROPERTY SERVICES, LLC	7/16/2007	D20725884 B6 L7, EDGEWOOD TERRACE ADDITION
TX0089239-000	LOUIS L MINEOR	DALE PROPERTY SERVICES, LLC	12/18/2006	D20730329 B3 L14, EASTLAND ADDITION
TX0071622-000	LOYCE COLBERT	DALE PROPERTY SERVICES, LLC	12/8/2006	D20716738 L10 B8, B. JACKSON ADDITION
TX0143617-000	LUCIO GONZALES RETANA	DALE PROPERTY SERVICES, LLC	3/19/2010	D21007060 B4 L4, OAKWOOD HEIGHTS ADDITION
TX0067103-000	LUE EDNA JORDAN	DALE RESOURCES, LLC	11/28/2006	D20711783 L10 B3, B. JACKSON ADDITION
TX0078954-000	LUE VENIA HORN	DALE RESOURCES, LLC	12/13/2006	D20702422 B1 L16, B JACKSON ADDITION
TX0059003-000	LULA ANDERSON & L V BARRETT	DALE RESOURCES, LLC	11/24/2006	D20702089 B3 L22, B. JACKSON ADD
TX0055684-000	LULA B FRANKLIN	DALE RESOURCES, LLC	12/20/2006	D20702682 B5 L6, EASTWOOD
TX0051381-000	LULA BELL ASHER	DALE RESOURCES, L.L.C.	11/8/2006	D20640840 L12 B 5 EASTWOOD
TX0058823-000	LULA FRANKLIN	DALE PROPERTY SERVICES, LLC	12/20/2006	D20704205 L6 B6, EASTWOOD
TX0057592-000	LUVENIA & MICHAEL HAMILTON	DALE PROPERTY SERVICES, LLC	1/19/2007	D20704371 B14 L7, SUNSHINE HILL ADDITION
TX0126947-000	LYNN EDWARDS	DALE PROPERTY SERVICES, LLC	1/22/2008	D20824793 B1 L4R, EDGEWOOD TERRACE ADDITION
TX0058290-000	M S & MARY DUNN	DALE RESOURCES, LLC	12/27/2006	D20701849 B1 L16, EAST OVER ADDITION
TX0065585-000	MA RAQUEL ORNELAS & HERIBERTO ALV	DALE PROPERTY SERVICES, LLC	1/15/2007	D20710572 L6 B4, EDGEWOOD TERRACE ADDITION
TX0074472-000	MABLE D. SMITH	DALE PROPERTY SERVICES, LLC	5/14/2007	D20718051 B5 L23, B. JACKSON ADDITION
TX0054888-000	MACHELLE T DAVIS	DALE RESOURCES, LLC	12/20/2006	D20701854 L11 B1 EASTWOOD
TX0056903-000	MAE RETHA MILLER	DALE RESOURCES, LLC	11/24/2006	D20700991 B9 L4 OUT OF THE JACKSON, B ADDITION
TX0061253-000	MAGDALENO & LETICIA VIDES	DALE PROPERTY SERVICES, LLC	2/6/2007	D20706456 B1 L7, EAST OVER ADDITION
TX0059004-000	MAGGIE H CAREY	DALE RESOURCES, LLC	12/15/2006	D20701833 L6 B29 EASTWOOD
TX0070117-000	MAJOR & TERRI ATTAWAY	DALE PROPERTY SERVICES, LLC	4/26/2007	D20715469 B3 L14, B. JACKSON ADDITION
TX0070120-000	MAJOR & TERRI ATTAWAY	DALE PROPERTY SERVICES, LLC	4/26/2007	D20715469 B1 L1A, EASTWOOD ADDITION
TX0048534-000	MAJOR ATTAWAY	PALOMA BARNETT, LLC	12/22/2007	D20808802 LT 1A, BLK 1, EASTWOOD ADDN
TX0135957-000	MAMIE J TAYLOR	DALE PROPERTY SERVICES, LLC	11/17/2008	D20845681 B7 L16, EDGEWOOD TERRACE ADDITION
TX0071612-000	MANUEL MONTES	DALE PROPERTY SERVICES, LLC	2/7/2007	D20716762 L25 B9, EASTWOOD ADDITION
TX0129349-000	MANUEL MONTES	DALE PROPERTY SERVICES, LLC	7/11/2008	D20828274 B3 L18, EASTWOOD ADDITION
TX0056629-000	MARGIE L HARRIS	DALE RESOURCES, LLC	12/18/2006	D20703072 B3 L1 EASTOVER 2ND FILING
TX0051610-000	MARGIE NELL JENKINS	DALE RESOURCES, L.L.C.	12/11/2006	D20700419 B28 L4 EASTWOOD
TX0064703-000	MARIA & MANUEL DURAN	DALE PROPERTY SERVICES, LLC	2/28/2007	D20709601 B5 L3, EASTWOOD ADDITION
TX0125646-000	MARIA MERINO & ADOLFO MOZ	DALE PROPERTY SERVICES, LLC	5/28/2008	D20823328 B2 L3, EASTCREST ADDITION
TX0140578-000	MARK & JO MANSKE	DALE PROPERTY SERVICES, LLC	7/27/2009	D20927287 B31, L8, EASTWOOD ADDITION
TX0480617-000	MARK D HIXON	PALOMA BARNETT, LLC	1/18/2008	D20816898 L8R, B1, EDGEWOOD TERRACE
TX0113572-000	MARSHALL L HENDERSON	DALE PROPERTY SERVICES, LLC	3/18/2008	D20810698 B10 L2, EASTWOOD ADDITION
TX0080556-000	MARTHA ROCHA	DALE PROPERTY SERVICES, LLC	3/29/2007	D20727391 L23, EASTOVER ADDITION
TX0058951-000	MARY A TOLESTON	DALE RESOURCES, LLC	11/2/2006	D20702088 L3D B9, EDGEWOOD TERRACE
TX0058334-000	MARY C & ELZIE L POTTS	DALE PROPERTY SERVICES, LLC	1/26/2007	D20704492 B2 L1D, EASTWOOD ADD
TX0054897-000	MARY GRACE BARNES	DALE RESOURCES, LLC	12/5/2006	D20701853 L22 B1 EASTOVER
TX0062459-000	MARY HAYES	DALE PROPERTY SERVICES, LLC	2/19/2007	D20707636 L18 B1, EASTOVER 2ND FILING ADDITION
TX0051876-000	MARY JOYCE FLETCHER	DALE RESOURCES, L.L.C.	11/8/2006	D20640251 LOT 4, BLOCK 29, EASTWOOD ADDITION

TX0122648-000 MARY L TAYLOR
 TX0073919-000 MARY LITTLE
 TX0053671-000 MARY M KING
 TX0106944-000 MATTIE JINGLES
 TX0054175-000 MATTIE REED
 TX0054188-000 MATTIE TAYLOR
 TX0075923-000 MAUDELL R. WALLACE
 TX0073017-000 MAY ETHE CROSSLEY
 TX2930207-000 MC MINERAL COMPANY LLC
 TX2205465-000 MCARTHUR & JUANITA THOMPSON
 TX0073893-000 MELVIN & BRENDA PARKER
 TX0078848-000 MELVIN & DENISE JONES
 TX0101367-000 MELVIN & SANDRA SCOTT
 TX0071978-000 MERLENE C. RUSSELL
 TX0062665-000 MESHACH SIMMONS
 TX0133799-000 METRO BUYS HOMES LLC
 TX0141311-000 METRO BUYS HOMES LLC
 TX0042315-000 METRO BUYS HOMES, LLC
 TX0078164-000 MICHAEL & KIMBERLY LEWANDOWSKI
 TX0054293-000 MICHAEL & SHERRI SEAY
 TX0139565-000 MICHAEL MATHIS
 TX0064950-000 MICHELLE PATRICK
 TX2202876-000 MILDRED DAVIS
 TX0108611-000 MILDRED K BLACK
 TX0073522-000 MILDRED MANNING
 TX0056083-000 MILDRED NEWHOUSE
 TX0051845-000 MILTON & JACQUELINE ROBINSON
 TX0063543-000 MORENO REFUGIA
 TX0078607-000 MOSES & DONETTA BARNES
 TX0051554-000 MURLENE M WALKER
 TX0058831-000 MYLES HILL, JR
 TX0064924-000 NANCY & GARY MARTIN
 TX0067397-000 NANCY & GARY MARTIN
 TX0072001-000 NANCY & GARY MARTIN
 TX0071035-000 NANETTE EARNESTINE THOMAS
 TX0063105-000 NATHAN JR AND RUBY HAYNES
 TX0053994-000 NATHAN T & ANNIE L COLEMAN

DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 CHESAPEAKE ROYALTY, L.L.C.
 CHESAPEAKE ROYALTY, L.L.C.
 CHESAPEAKE ROYALTY, L.L.C.
 CHESAPEAKE ROYALTY, L.L.C.
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 PALOMA BARNETT, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, L.L.C.
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, L.L.C.
 DALE RESOURCES, L.L.C.
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, LLC

5/14/2008 D20820054 B11, L21-R, EASTWOOD ADDITION
 11/28/2006 D20719403 B7 L13, B. JACKSON ADDITION
 12/6/2006 D20640725 L5, B1, JACKSON B
 1/14/2008 D20802494 B8 L4, B JACKSON ADDITION
 12/5/2006 D20640525 L19R B11 EASTWOOD
 11/16/2006 D20640539 L4B B9 EDGEWOOD TERRACE
 6/11/2007 D20722466 B3 L25, EASTOVER 2ND FILING ADDITION
 4/21/2007 D20719018 B8 L15A, EDGEWOOD TERRACE ADDITION
 11/16/2009 D20930204 LOT 12, BLK 22, EASTWOOD ADDITION
 11/16/2009 D20930204 LOT 15, BLK 1, B JACKSON ADDITION
 11/16/2009 D20930204 LOT 42, EASTOVER ADDITION
 11/16/2009 D20930204 LOT 13, BLK 2, EASTOVER ADDITION
 10/24/2006 D20634205 LOT 21, BLOCK 3, EASTOVER
 4/30/2007 D20719876 B11 L16R, EASTWOOD ADDITION
 11/17/2006 D20637890 B2 L8, EDGEWOOD TERRACE ADDITION
 2/21/2007 D20742277 B5 L14, EASTWOOD ADDITION
 1/25/2007 D20717333 B3 L4, B. JACKSON ADDITION
 2/19/2007 D20707905 L8 B2, EASTOVER ADDITION
 9/9/2008 D20835828 B2 L28R, EDGEWOOD TERRACE ADDITION
 10/26/2009 D20928682 L35 L129, EASTOVER ADDITION
 9/19/2007 D20744172 LOT 3, BLOCK 1, EASTWOOD ADDITION
 6/27/2007 D20724661 B5 L4, EDGEWOOD TERRACE ADDITION
 11/26/2006 D20639853 B7 L4 EAST WOOD
 6/29/2009 D20917354 B9RA L1, EDGEWOOD TERRACE ADDITION
 2/13/2007 D20709711 B4 L8, B. JACKSON ADD
 10/25/2006 D20634206 LOT 7, BLK 32, EASTWOOD
 1/24/2008 D20804360 B10 L12, EDGEWOOD TERRACE ADDITION
 5/26/2007 D20718845 B9 L3, EASTWOOD ADDITION
 12/27/2006 D20702253 B1 L23, B. JACKSON ADDITION
 11/6/2006 D20640253 LOT 6, BLOCK 30, EASTWOOD ADDITION
 2/19/2007 D20708527 B4 L14, EASTWOOD ADD
 12/7/2006 D20702419 B2 L2, EASTOVER ADDITION
 11/29/2006 D20640834 L4 B4 EDGEWOOD TERRACE ADDITION
 11/8/2006 D20702428 L5 B6, EDGEWOOD TERRACE
 3/6/2007 D20709710 B2 L24, EASTOVER ADD
 3/6/2007 D20711960 L12, EASTOVER ADDITION
 5/9/2007 D20716632 B3 L12, B.JACKSON ADDITION
 3/13/2007 D20716202 L3 B7, B JACKSON ADDITION
 11/11/2006 D20708275 L15 B2, EASTOVER ADDITION
 11/24/2006 D20640540 L4 B7 B. JACKSON

TX0073536-000	NATHANIEL & WANDA WILLIAMS	DALE PROPERTY SERVICES, LLC	4/4/2007	D20718844 B4 L13, EASTWOOD ADDITION
TX0056695-000	NATHANIEL J WILSON JR	DALE RESOURCES, LLC	11/24/2006	D20701146 B3 L7 OF THE EDGWOOD ADDITION
TX0076189-000	NELIE RUTH ERVIN	DALE PROPERTY SERVICES, LLC	5/31/2007	D20722581 B3 L9, B JACKSON ADDITION
TX0053977-000	NELL BELL	DALE RESOURCES, L.L.C.	11/7/2006	D20640251 B9 L3A EDGEWOOD TERRACE
TX0052584-000	NELLIE GRAY	DALE RESOURCES, L.L.C.	11/27/2006	D20639854 L 15 B 5 B JACKSON
TX0139486-000	NEVERRO RANDLE CARROLL	DALE PROPERTY SERVICES, LLC	6/24/2009	D20917441 B3 L13, B JACKSON ADDITION
TX0141605-000	NEW YORK BANKERS	DALE PROPERTY SERVICES, LLC	11/19/2009	D20930500 B31 L13, EASTWOOD ADDITION
TX0068061-000	NPOT PARTNERS I LP	DALE PROPERTY SERVICES, LLC	9/7/2007	D20733358 B9 L9, B JACKSON ADDITION
TX0051396-000	ODDIE & JUANITA JONES	DALE RESOURCES, L.L.C.	11/27/2006	D20640839 L6 B 3 JACKSON B
TX0047193-000	ODDIE & JUANITA L JONES	PALOMA BARNETT, LLC	12/28/2007	D20806175 LOT 6, BLOCK 3, B JACKSON ADDITION
TX0044551-000	ODIST R SMITH	PALOMA BARNETT, LLC	11/27/2007	D20803041 LOT 14R1, BLOCK 9, EASTWOOD ADDITION
TX0068885-000	OPHELIA CARROLL	DALE PROPERTY SERVICES, LLC	3/9/2007	D20713823 L15R B11, EASTWOOD ADDITION
TX0054261-000	OSCAR EUGENE AND PATSY A MILLER	DALE RESOURCES, LLC	12/4/2006	D20640835 L9 B3 EDGEWOOD TERRACE
TX0077340-000	OSWALDO RIVALCABA	DALE PROPERTY SERVICES, LLC	3/23/2007	D20724176 L29, EASTOVER ADDITION
TX0077167-000	OTTO GREER & BENNY SMITH	DALE PROPERTY SERVICES, LLC	6/19/2007	D20723734 B1 L18, B. JACKSON ADDITION
TX0065294-000	OWEN R HAGGARD	DALE PROPERTY SERVICES, LLC	11/27/2006	D20709611 L1 B2, B. JACKSON ADDITION
TX0110006-000	PAM GRIFFIN	DALE PROPERTY SERVICES, LLC	1/8/2008	D20805989 B6 L8, JACKSON B ADDITION
TX0115645-000	PAMELA L MILLER	DALE PROPERTY SERVICES, LLC	4/7/2008	D20812923 B7 L2, EDGEWOOD TERRACE ADDITION
TX0080014-000	PAMELA R ROBINSON	DALE PROPERTY SERVICES, LLC	6/1/2007	D20726482 B8R L2, EDGEWOOD TERRACE ADDITION
TX0053237-000	PAMELA T BATTLE	DALE RESOURCES, L.L.C.	11/22/2006	D20639853 L16 B 5 EASTWOOD ADD
TX0079369-000	PARICIA STEELE RICHARDSON	DALE RESOURCES, LLC.	12/26/2006	D20702420 B3 L1, EDGEWOOD TERRACE ADDITION
TX0054693-000	PATRICIA A YOUNG	DALE RESOURCES, LLC	11/29/2006	D20640834 B7 L2 B JACKSON
TX0056908-000	PAUL A & MARGIE MILLER	DALE RESOURCES, LLC	11/22/2006	D20700992 B3 L24 OUT OF THE JACKSON, B
TX0070564-000	PEDRO FLORES	DALE PROPERTY SERVICES, LLC	5/3/2007	D20715619 L7 B4, B. JACKSON ADDITION
TX0042499-000	PEDRO NAVARRO & M NAVARRAO	PALOMA BARNETT, LLC	9/15/2007	D20744340 LOT 5, BLOCK 1, EAST CREST ADDITION
TX0098438-000	PEDRO RUBALCABA & MARIA CEDILLO	DALE PROPERTY SERVICES, LLC	10/5/2007	D20740775 L31, EASTOVER ADDITION
TX0135400-000	PHILLIP & STARLA TAYLOR	DALE PROPERTY SERVICES, LLC	9/17/2008	D20844814 B1 L2R, EDGEWOOD TERRACE ADDITION
TX0055682-000	PHILLIP C & FRANCIS R BIRDOW	DALE RESOURCES, LLC	11/29/2006	D20702577 L16 B2, B JACKSON
TX0073098-000	PHILLIP HOBBS	DALE PROPERTY SERVICES, LLC	5/18/2007	D20718263 B5 L4, EASTWOOD ADDITION
TX0051399-000	PHYLLIS ANN MALOY	DALE RESOURCES, L.L.C.	12/4/2006	D20640839 L13 B 2 B JACKSON
TX0128901-000	PHYLLIS ANN WILLIAMS	DALE PROPERTY SERVICES, LLC	6/18/2008	D20827258 B8 L16D, EDGEWOOD TERRACE ADDITION
TX0142953-000	QUINCY INGRAM	DALE PROPERTY SERVICES, LLC	2/24/2010	D21004407 B14 L9, SUNSHINE HILL
TX0096671-000	RAMONA HEAD	DALE PROPERTY SERVICES, LLC	10/17/2007	D20738092 B5 L8, EASTWOOD ADDITION
TX0136701-000	RANDY M & LORRAINE Y DUKES	DALE PROPERTY SERVICES, LLC	1/12/2009	D20901829 B1 L8, B JACKSON ADDITION
TX0137159-000	RANDY M & LORRAINE Y DUKES	DALE PROPERTY SERVICES, LLC	2/13/2009	D20904765 B4 L11, EASTWOOD ADDITION
TX0070473-000	RANDY M & LORRAINE YORK DUKES	DALE PROPERTY SERVICES, LLC	4/13/2007	D20715004 L3 B6, B JACKSON ADDITION
TX0070476-000	RANDY M & LORRAINE YORK DUKES	DALE PROPERTY SERVICES, LLC	4/13/2007	D20714954 L15 B2, B JACKSON ADDITION
TX0064927-000	RAUL & SHEILA BARRERA	DALE PROPERTY SERVICES, LLC	3/5/2007	D20709710 B9 L1, EDGEWOOD TERRACE ADD
TX0075744-000	RAUL SANDOVAL & ELPIDIA ORDONEZ	DALE PROPERTY SERVICES, LLC	6/2/2007	D20722028 B2 L6, EASTWOOD ADDITION
TX0108620-000	RBROWN CONSTRUCTION LLC	DALE PROPERTY SERVICES, LLC	1/18/2008	D20804384 B2 L16, EASTOVER ADDITION

TX0058962-000	REGINA RENEE YOUNG	DALE RESOURCES, LLC	12/7/2006	D20701833 L21 B5, B JACKSON
TX0078590-000	RENA L. WARREN	DALE RESOURCESS, LLC	11/22/2006	D20640540 B3 L29 B. JACKSON ADDITON
TX0054903-000	RETHA L BISCOE	DALE RESOURCES, LLC	12/8/2006	D20701853 L26 B3 B JACKSON
TX0049324-001	REZA ALAVI	PALOMA BARNETT, LLC	1/14/2008	D20806398 L17, EASTOVER ADDITION
TX0047790-000	REZAUR RAHMAN	PALOMA BARNETT, LLC	2/5/2008	D20806650 B3, L20, B. JACKSON ADDITION
TX0047790-000	REZAUR RAHMAN	PALOMA BARNETT, LLC	2/5/2008	D20806650 LOT 20, BLOCK 3, B JACKSON ADDITION
TX0077349-000	RICARDO OCAMPO-PLASCENCIA & CARM	DALE PROPERTY SERVICES, LLC	3/23/2007	D20724176 B7 L11, EDGEWOOD TERRACE ADDITION
TX0052595-000	RICHARD & DALIA SALDBAR	DALE RESOURCES, L.L.C.	11/27/2006	D20639855 L 3 B 7 EASTWOOD
TX0099880-000	RICHARD BURNETT INC	DALE PROPERTY SERVICES, LLC	9/27/2007	d20741866 B11 L10R, EASTWOOD ADDITION
TX0059584-000	RITA K MAYS WALKER	DALE PROPERTY SERVICES, LLC	1/30/2007	D20705421 B2 L2, EDGEWOOD TERRACE ADDITION
TX0100576-000	RJ BERRY & MILLER REALTY LLC	DALE PROPERTY SERVICES, LLC	11/13/2007	D20742021 B3 L17A, MINYARD ADDITION
TX0048835-000	ROBBY J & DANI K SMITH	PALOMA BARNETT, LLC	10/6/2007	D20809645 LOT 6, BLK 1, EASTOVER
TX0055851-000	ROBERT D MCNEELY	DALE PROPERTY SERVICES, LLC	1/2/2007	D20703441 L14 B8 B JACKSON
TX0055976-000	ROBERT E & BOBBIE BENNETT	DALE RESOURCES, LLC	12/7/2006	D20701847 B6 L14, EASTWOOD
TX0054174-000	ROBERT E & DELORES G JONES	DALE PROPERTY SERVICES, LLC	12/6/2006	D20640541 L13 B5 EASTWOOD
TX0065935-000	ROBERT E & EDNA M JONES	DALE PROPERTY SERVICES, LLC	1/1/2006	D20710522 L14 B29, EASTWOOD ADDITION
TX0056849-000	ROBERT EARL JACKSON	DALE RESOURCES, LLC	11/7/2006	D20700978 B31, L13, EASTWOOD ADDITION
TX0068301-000	ROBERT PATTON & WAYN PATON	DALE PROPERTY SERVICES, LLC	4/12/2007	D20712987 L20, EASTOVER ADDITION
TX0140595-000	ROBERT W & DELETHA L SULLIVAN	DALE PROPERTY SERVICES, LLC	9/14/2009	D20925081 B14 L8, SUNSHINE HILL ADDITION
TX0063487-000	ROBERTO & MAURA HERNANDEZ	DALE PROPERTY SERVICES, LLC	2/9/2007	D20708579 B3 L11, EASTOVER ADDITION
TX0056072-000	ROCHELLA A SARGENT	DALE RESOURCES, LLC	12/20/2006	D20702254 B2 L19, EASTOVER ADD
TX0069086-000	RODERICK & GLORIA D BELL	DALE PROPERTY SERVICES, LLC	3/5/2007	D20713688 L19 B3, EASTWOOD ADDITION
TX0069087-000	RODERICK & GLORIA D BELL	DALE PROPERTY SERVICES, LLC	3/5/2007	D20713688 L20 B3, EASTWOOD ADDITION
TX0069088-000	RODERICK & GLORIA D BELL	DALE PROPERTY SERVICES, LLC	3/5/2007	D20713688 L17 B1, EASTOVER ADDITION
TX0069114-000	RODERICK & GLORIA D BELL	DALE PROPERTY SERVICES, LLC	3/5/2007	D20713687 L9 B4, EASTWOOD ADDITION
TX0069115-000	RODERICK & GLORIA D BELL	DALE PROPERTY SERVICES, LLC	3/5/2007	D20713686 L12 B3, EASTWOOD TERRACE ADDITION
TX0051869-000	RODNEY ALLEN	DALE RESOURCES, L.L.C.	11/20/2006	D20640250 LOT 11, BLOCK 8, B. JACKSON ADDITION
TX0071549-000	RODNEY ALLEN	DALE PROPERTY SERVICES, LLC	5/9/2007	D20716632 L1 B9, EASTWOOD ADDITION
TX0078501-000	ROGER D. BROOKS	DALE RESOURCESS, LLC	11/27/2006	D20702420 B9 L11 EASTWOOD ADDITION
TX0132570-000	RONALD & CYNTHIA REED	DALE PROPERTY SERVICES, LLC	8/15/2008	D20833295 B10 L16R, EASTWOOD ADDITION
TX0053366-000	ROSIE M LARKIN	DALE RESOURCES, L.L.C.	11/24/2006	D20640241 L15 B7 JACKSON B ADDITION
TX0051837-000	ROSS & ERNESTINE JOHNSON	DALE RESOURCES, L.L.C.	12/25/2006	D20640252 L7 8 B 9, JACKSON B ADDITION
TX0101580-000	ROY D & RUBY N MOSS	DALE PROPERTY SERVICES, LLC	11/6/2007	D20743155 B3 L17, B JACKSON ADDITION
TX0059077-000	ROY G POLK	DALE RESOURCES, LLC	12/15/2006	D20702085 B28 L3, EASTWOOD ADD
TX0055638-000	ROY LEE BUFFINGTON	DALE RESOURCES, LLC	11/22/2006	D20702267 L11 B5, B JACKSON
TX0056681-000	RUBEN & AZUCENA DUENAS	DALE RESOURCES, LLC	12/15/2006	D20701827 B4 L14, B. JACKSON
TX0051901-000	RUBY HOGAN	DALE RESOURCES, L.L.C.	11/9/2006	D20640158 L 15 B 7 EDGEWOOD TERRACE ADDITION
TX0107134-000	RUBY HOUSTON SIMPKINS	DALE PROPERTY SERVICES, LLC	1/14/2008	D20802467 B11 L9, EASTWOOD ADDITION
TX0051872-000	RUBY JEAN BOONE	DALE RESOURCES, L.L.C.	11/10/2006	D20640251 LOT 18, BLOCK 3, B. JACKSON ADDITION
TX0077003-000	RUBY JEWELL WHITE	DALE PROPERTY SERVICES, LLC	6/2/2007	D20723157 B2 L20, EASTWOOD ADDITION

TX0073890-000 TAMMER & EDDIE ROBINSON
 TX0051839-000 TAMMIE PAULETTE MILLER
 TX0143391-000 TAMMIE PAULETTE MILLER
 TX0073345-000 TARRANT PROPERTIES INC
 TX0073409-000 TDHB, INC
 MD0002023-000 TDHB, INC AND/OR JERRY FARISH
 TX0061250-000 TERESA F JACKSON
 TX0056932-000 TERESA MORENO

 TX0051540-000 TERESSA A LEE
 TX0044392-000 TERRELL E GASS
 TX0071057-000 TERRI & MAJOR ATTAWAY
 TX0093286-000 THE LAMPIN FAMILY TRUST
 TX0093565-000 THE LAMPIN FAMILY TRUST
 TX0065470-000 THELMA L. JONES
 TX0048400-000 THEODORE HAMILTON ET AL
 TX0072570-000 THEONE HAWTHORNE LARKIN
 TX0059543-000 THOMAS & DENA R WITTROCK
 TX0107022-000 THOMAS STEPHENS
 TX0053650-000 THURMON & JENETT BROOKINS
 TX0139929-000 TIMOTHY L MITCHELL
 TX0073888-000 TOM & DENA WITTROCK
 TX0073889-000 TOM & DENA WITTROCK
 TX0073953-000 TOM & DENA WITTROCK
 TX0054287-000 TOM AND BRENDA ESTER
 TX0048610-000 TOM WITTROCK
 TX0140269-000 TOM WITTROCK
 TX0056981-000 TOMMIE OWENS
 TX0058768-000 TONYA Y BONNER
 TX0126943-000 TRAVIS BURIST
 TX0064537-000 TRAVIS WILLIAM & LILLIE LEWIS
 TX0058185-000 TROLA MAE GOYNES
 TX0077575-000 TRUCE E WILLIAMS
 TX0063129-000 VELMA JEAN CHAPPEL
 TX0080957-000 VERA WILLIAMS
 TX0071318-000 VERDELL CARR

DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, L.L.C.
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 MC MINERAL COMPANY LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC

 DALE RESOURCES, L.L.C.
 PALOMA BARNETT, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 PALOMA BARNETT, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, L.L.C.
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 PALOMA BARNETT, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE RESOURCES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC
 DALE PROPERTY SERVICES, LLC

4/27/2007 D20719876 L23 24B, TKACZ ADDITION
 11/24/2006 D20640252 LOT 9, BLK 5, B. JACKSON ADDITION
 3/6/2010 D21006153 B5 L8, B JACKSON ADDITION
 5/17/2007 D20719406 B6 L27, EDGEWOOD TERRACE ADDITION
 5/14/2007 D20717889 B1 L15, B. JACKSON ADDITION
 4/14/2008 D20834525 LOT 1, BLK 2, EASTOVER ADDITION
 2/5/2007 D20706455 B2 L4, EDGEWOOD TERRACE ADDITION
 12/8/2006 D20700978 B8, L13, B. JACKSON ADDITION
 L42, B128 AND PART OF B129 EASTOVER
 12/6/2006 D20640837 ADDITION
 11/29/2007 D20802994 LOT 25, BLOCK 9, EASTWOOD ADDITION
 4/26/2007 D20715852 B31 L7, EASTWOOD ADDITION
 9/27/2007 D20736500 B10 L11, EASTWOOD ADDITION
 9/27/2007 D20736500 B6 L13 EDGEWOOD TERRACE ADDITION
 3/9/2007 D20710228 B5 L1, EASTWOOD ADDITION
 12/27/2007 D20808223 LOT 21, BLOCK 9, EASTWOOD ADDITION
 2/9/2007 D20717887 B8 L7, EDGEWOOD TERRACE ADDITION
 1/25/2007 D20705420 B6 L13, EASTWOOD ADDITION
 1/25/2007 D20705420 B2 L5, EDGEWOOD TERRACE ADDITION
 1/25/2007 D20705420 B4 L22, EDGEWOOD TERRACE ADDITION
 1/25/2007 D20705420 B5 L1, EDGEWOOD TERRACE ADDITION
 1/25/2007 D20705420 B3 L16, B. JACKSON ADDITION
 1/2/2008 D20802465 B2 L14, EASTOVER ADDITION
 11/22/2006 D20640727 L 17, B 6 EASTWOOD
 7/28/2009 D20920096 B6 L2, B JACKSON ADDITION
 5/31/2007 D20719876 B8 L6, EDGWOOD TERRACE ADDITION
 5/31/2007 D20719876 B4 L8, EDGEWOOD TERRACE ADDITION
 5/31/2007 D20719705 B6 L19, EDGEWOOD TERRACE ADDITION
 11/10/2006 D20639838 B3 L9 EASTOVER
 1/10/2008 D20809077 LOT 16, BLOCK 6, EASTWOOD ADDITION
 8/21/2009 D20923117 B1 L1A, EASTWOOD ADDITION
 12/1/2006 D20700979 B4, L31, EDGEWOOD TERRACE ADDITION
 12/20/2006 D20702566 B5 L22, B. JACKSON
 1/22/2008 D20824793 B1 L4R, EDGEWOOD TERRACE ADDITION
 12/20/2006 D20709423 B1 L25, B. JACKSON ADDITION
 12/8/2006 D20701833 B6 L11, EASTWOOD ADDITION
 2/21/2007 D20722581 B6 L23, EDGEWOOD TERRACE ADDITION
 1/27/2007 D20708274 B6 L11, EDGEWOOD TERRACE ADDITION
 7/11/2007 D20727338 B4 L14, EDGEWOOD TERRACE ADDITION
 3/1/2007 D20716379 L21 B3, B JACKSON ADDITION

TX0057077-000	VERDELL GREEN	DALE RESOURCES, LLC	11/29/2006	D20700575 B11 L5 OF THE EASTWOOD ADDITION
TX0056086-000	VERLENE CARTER	DALE RESOURCES, LLC	12/18/2006	D20702253 B6 L8, EASTWOOD ADDITION
TX0071998-000	VERNON & SHARONA KIMBROUGH	DALE PROPERTY SERVICES, LLC	1/31/2007	D20717148 B8 L5, EDGEWOOD TERRACE ADDITION
TX0064491-000	VICKIE L. TAYLOR	DALE PROPERTY SERVICES, LLC	1/30/2007	D20709247 B2 L8, EASTWOOD ADDITION
TX0143455-000	VICTOR M THOMPSON & MARSHA MIT	DALE PROPERTY SERVICES, LLC	3/15/2010	D21006594 B3 L9, EASTWOOD ADDITION
TX0059133-000	VIRGINIA A JONES	DALE RESOURCES, LLC	12/4/2006	D20702567 L11 B4, EDGEWOOD TERRACE
TX0063137-000	VIRGINIA GAIL TAYLOR	DALE RESOURCES, LLC	12/11/2006	D20708274 L16 B3, EASTOVER ADDITION
TX0073281-000	VIRGINIA J. HALEY	DALE PROPERTY SERVICES, LLC	3/3/2007	D20719435 L32, EASTOVER ADDITION
TX0047342-000	W C, JR & GENNIE JAMES	PALOMA BARNETT, LLC	2/7/2008	D20806279 LOT 10, BLOCK 7, B JACKSON ADDITION
TX0045183-000	WANDA GARNER	PALOMA BARNETT, LLC	10/26/2007	D20803280 LOT 8, BLOCK 10, B JACKSON ADDITION
TX0080818-000	WANDA Y HARRIS	DALE PROPERTY SERVICES, LLC	7/30/2007	D20727338 B10 L4, B JACKSON ADDITION
TX0051605-000	WARREN & BERRIE MITCHELL	DALE RESOURCES, L.L.C.	12/18/2006	D20700423 B11 L4 EASTWOOD
TX0073326-000	WAYNE A & MARGARET JUSTICE	DALE PROPERTY SERVICES, LLC	5/15/2007	D20719013 B9 L10, B JACKSON ADDITION
TX0054205-000	WEGALE W PORTER	DALE RESOURCES, LLC	11/6/2006	D20640836 L3 B8 EDGEWOOD TERRACE
TX0056643-000	WENDELL & CLAUDINE LONGMILES	DALE PROPERTY SERVICES, LLC	12/28/2006	D20703084 B2 L5, EASTOVER ADD
TX0113400-000	WESLEY JONES	DALE PROPERTY SERVICES, LLC	3/13/2008	D20809991 B8 L1, EASTWOOD ADDITION
TX0116804-000	WILLIAM E BARNES	DALE PROPERTY SERVICES, LLC	4/7/2008	D20814157 B4, L23, EDGEWOOD TERRACE ADDITION
TX0056744-000	WILLIAM RICHARDSON	DALE RESOURCES, LLC	11/29/2006	D20700575 B2 L21 OF THE EASTOVER ADDITION
TX0058737-000	WILLIE & DOROTHY BELL	DALE RESOURCES, LLC	11/7/2006	D20704197 B4 L24, EDGEWOOD TERRACE ADD
TX0054033-000	WILLIE & JOHNNIE M JACKSON	DALE RESOURCES, LLC	11/13/2006	D20637888 L3 B4 EDGEWOOD TERRACE
TX0062111-000	WILLIE & MELVIN ROCKWELL	DALE PROPERTY SERVICES, LLC	1/30/2007	D20707352 L38, EASTOVER ADDITION
TX0106092-000	WILLIE & PATRICIA PATRICK	DALE PROPERTY SERVICES, LLC	1/9/2008	D20801494 B2 L10 B JACKSON ADDITION
TX0056005-000	WILLIE & VENCE BRYANT	DALE RESOURCES, LLC	12/18/2006	D20702252 B4 L32, EASTWOOD TERRACE
TX0126642-000	WILLIE AARON WILLIAMS III	DALE PROPERTY SERVICES, LLC	6/17/2008	D20824851 B6 L16, EDGWOOD TERRACE ADDITION
TX0126643-000	WILLIE AARON WILLIAMS III	DALE PROPERTY SERVICES, LLC	6/17/2008	D20824851 B8 L16D, EDGWOOD TERRACE ADDITION
TX0047453-000	WILLIE B GRADY	PALOMA BARNETT, LLC	12/7/2007	D20806409 LOT 1, BLOCK 8, B JACKSON ADDITION
TX0081309-000	WILLIE E & FLOSSIE M JONES	DALE PROPERTY SERVICES, LLC	1/24/2007	D20727641 B8 L2, JACKSON ADDITION B8 L2, B JACKSON ADDITION
TX0081432-000	WILLIE H & MARY L JONES	DALE PROPERTY SERVICES, LLC	1/24/2007	D20727339 B8 L2, JACKSON B ADDITION
TX0108627-000	WILLIE JAY MATHEWS	DALE PROPERTY SERVICES, LLC	1/24/2008	D20804359 B2 L23, EASTOVER ADDITION 2ND FILING
TX0126644-000	WILLNETTA AARON HILL	DALE PROPERTY SERVICES, LLC	6/17/2008	D20824851 B8 L16D, EDGEWOOD TERRACE ADDITION
TX0071112-000	WILMA A. & BERNAL PHILLIPS	DALE PROPERTY SERVICES, LLC	2/16/2007	D20716186 B6 L31, EDGEWOOD TERRACE ADDITION
TX0054072-000	WILMA ODOM	DALE PROPERTY SERVICES, LLC	11/9/2006	D20637252 L13 B6 B JACKSON
TX0051547-000	WILMA SHAW	DALE RESOURCES, L.L.C.	11/6/2006	D20640837 L3 B7 EDGEWOOD TERRACE ADDITION
TX0051386-000	WILTON L & AUDREY FRANKLIN	DALE RESOURCES, L.L.C.	10/31/2006	D20640839 L1 B32 EASTWOOD
TX0050986-000	WINNIE F MILES	DALE RESOURCES, L.L.C.	11/22/2006	D20638798 L2 B5 B. JACKSON
TX0050990-000	WINNIE F MILES	DALE RESOURCES, L.L.C.	11/22/2006	D20638798 L1 B5 B. JACKSON
TX0055363-000	WINNIE R & CASSANDRA R SCOTT	DALE PROPERTY SERVICES, LLC	1/4/2007	D20702892 B9 L8, EASTWOOD
TX0051614-000	WOODROW & ANDREA REED	DALE RESOURCES, L.L.C.	12/6/2006	D20700418 B1 L6R EDGEWOOD TERRACE
TX0068191-000	WOODROW GRAHAM	DALE PROPERTY SERVICES, LLC	2/14/2007	D20712992 L20 B1, B. JACKSON ADDITION

TX0062655-000 YANIKA & HUGHY DANIELS
TX0096842-000 YMCA METROPOLITAN FTW
TX0059590-000 YOLANDA R BROWN
TX0126646-000 YVONNE WILLIAMS
TX0047211-000 ZOZIMO S MUNOZ

DALE PROPERTY SERVICES, LLC
DALE PROPERTY SERVICES, LLC
DALE PROPERTY SERVICES, LLC
DALE PROPERTY SERVICES, LLC
PALOMA BARNETT, LLC

1/27/2007 D20707905 L4 B9RB, EDGEWOOD TERRACE ADDITION
10/31/2007 D20739548 B1 L1B, ECHOLS ADDITION
1/30/2007 D20705422 B6 L21, EASTWOOD ADDITION
6/17/2008 D20824852 B8 L16D, EDGEWOOD TERRACE ADDITION
12/6/2007 D20806177 LOT 4, BLOCK 12, B JACKSON ADDITION

END OF EXHIBIT "A"

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

Exhibit "B"

Attached to and made a part of that certain
Second Amendment to Declaration of Pooled Unit – Mount Tabor Unit,
effective as of date of recording

CHESAPEAKE OPERATING, INC.
MOUNT TABOR UNIT
TARRANT COUNTY, TEXAS

Being 340.79 acres of land, more or less, lying and being situated in The City of Fort Worth, Tarrant County, Texas in the J. Tuell Survey, A-1530, the R. R. Ramey Survey, A-1342, the G. J. Ashabranner Survey, A-7, and in the G. W. Coonrod Survey, A-291, and being more particularly described as follows:

BEGINNING at the centerline intersection of Coleman Avenue and Avenue N, for the most northerly, northeast corner of this unit and having Texas Coordinate System of 1927 Values of X=2,074,019.5 and Y=384,520.5;

THENCE along the easterly perimeter of this unit, as follows:

South 00 degrees 05 minutes 11 seconds West, 385.74 feet;
South 03 degrees 15 minutes 17 seconds West, 448.72 feet;
South 89 degrees 30 minutes 13 seconds East, 1098.14 feet;
South 00 degrees 13 minutes 04 seconds East, 209.44 feet;
South 89 degrees 48 minutes 43 seconds East, 156.98 feet to a 3/4" iron pipe found;
South 05 degrees 08 minutes 25 seconds West, 60.18 feet to a 1/2" iron rod found;
South 00 degrees 11 minutes 57 seconds East, 392.23 feet;
South 89 degrees 42 minutes 02 seconds East, 164.62 feet;
South 00 degrees 20 minutes 53 seconds West, 332.77 feet;
South 89 degrees 39 minutes 08 seconds East, 144.53 feet to a 3/8" iron rod found;
South 00 degrees 18 minutes 34 seconds East, 140.41 feet;
North 89 degrees 44 minutes 27 seconds East, 85.36 feet;
South 00 degrees 13 minutes 59 seconds East, 145.02 feet;
North 89 degrees 47 minutes 32 seconds East, 72.78 feet;
South 14 degrees 19 minutes 01 seconds East, 167.38 feet;
Along a clockwise curve, having a radius of 293.90 feet, an arc length of 102.02 feet, and a chord of North 79 degrees 47 minutes 11 seconds East, 101.51 feet;
North 89 degrees 43 minutes 52 seconds East, 28.61 feet;
South 00 degrees 16 minutes 08 seconds East, 145.00 feet;
North 89 degrees 43 minutes 52 seconds East, 91.53 feet;
South 42 degrees 16 minutes 59 seconds East, 47.11 feet;
South 00 degrees 16 minutes 08 seconds East, 109.97 feet;
North 89 degrees 43 minutes 52 seconds East, 125.01 feet;
South 00 degrees 16 minutes 02 seconds East, 295.00 feet;
North 89 degrees 43 minutes 52 seconds East, 145.59 feet;
North 00 degrees 07 minutes 25 seconds West, 43.28 feet;
South 89 degrees 37 minutes 05 seconds East, 1175.67 feet; and
South 00 degrees 00 minutes 15 seconds East, 879.90 feet to the most easterly southeast corner of this unit, being in Village Creek Road;

THENCE along the southerly perimeter of this unit, as follows:

South 89 degrees 59 minutes 45 seconds West, 12.57 feet;
North 66 degrees 51 minutes 28 seconds West, 657.36 feet;
Along a counterclockwise curve, having a radius of 174.98 feet, an arc length of 64.84 feet, and a chord of North 78 degrees 10 minutes 38 seconds West, 64.47 feet;
North 89 degrees 19 minutes 23 seconds West, 77.21 feet;
South 00 degrees 02 minutes 53 seconds West, 397.28 feet to a 3/8" iron rod found;
North 89 degrees 38 minutes 48 seconds West, 254.12 feet to a 1/2" iron rod found;
South 10 degrees 40 minutes 23 seconds West, 44.57 feet;
Along a counterclockwise curve, having a radius of 864.50 feet, an arc length of 160.96 feet, and a chord of North 84 degrees 39 minutes 39 seconds West, 160.73 feet;
North 89 degrees 56 minutes 06 seconds West, 990.37 feet;
South 00 degrees 06 minutes 18 seconds East, 195.92 feet;
South 89 degrees 43 minutes 25 seconds West, 137.49 feet;
South 00 degrees 06 minutes 18 seconds East, 174.92 feet;
South 89 degrees 53 minutes 42 seconds West, 42.71 feet;
North 00 degrees 08 minutes 08 seconds West, 162.81 feet;
South 89 degrees 18 minutes 23 seconds West, 209.99 feet;
South 00 degrees 11 minutes 32 seconds East, 70.02 feet;
North 87 degrees 20 minutes 04 seconds West, 143.92 feet;
Along a counterclockwise curve, having a radius of 961.05 feet, an arc length of 41.16 feet, and a chord of South 01 degrees 30 minutes 14 seconds West, 41.16 feet;
South 00 degrees 10 minutes 45 seconds West, 28.80 feet;
North 89 degrees 43 minutes 23 seconds West, 155.67 feet;

South 00 degrees 16 minutes 23 seconds West, 60.00 feet;
North 89 degrees 43 minutes 23 seconds West, 157.38 feet;
South 00 degrees 16 minutes 37 seconds West, 60.00 feet;
North 89 degrees 43 minutes 23 seconds West, 156.61 feet;
South 00 degrees 16 minutes 25 seconds West, 60.00 feet;
North 89 degrees 43 minutes 23 seconds West, 314.20 feet;
South 00 degrees 15 minutes 28 seconds West, 17.69 feet; and
North 89 degrees 47 minutes 11 seconds West, 155.27 feet to the most southerly southwest corner of this unit, being in Pate Drive;

THENCE along the westerly perimeter of this unit, as follows:

North 00 degrees 14 minutes 29 seconds East, 44.90 feet;
North 89 degrees 30 minutes 26 seconds West, 145.80 feet;
North 00 degrees 29 minutes 34 seconds East, 143.54 feet;
North 89 degrees 30 minutes 26 seconds West, 130.00 feet;
North 00 degrees 29 minutes 34 seconds East, 143.27 feet;
North 89 degrees 30 minutes 26 seconds West, 119.78 feet;
North 00 degrees 24 minutes 50 seconds East, 143.08 feet to a 5/8" iron rod found;
North 89 degrees 33 minutes 23 seconds West, 209.65 feet;
North 00 degrees 00 minutes 10 seconds West, 119.70 feet;
North 89 degrees 19 minutes 10 seconds West, 195.27 feet;
North 00 degrees 06 minutes 26 seconds East, 301.08 feet;
North 89 degrees 36 minutes 00 seconds West, 167.58 feet;
North 00 degrees 31 minutes 28 seconds East, 312.35 feet;
Along a clockwise curve, having a radius of 250.00 feet, an arc length of 47.09 feet, and a chord of North 70 degrees 07 minutes 20 seconds West, 47.02 feet;
North 64 degrees 43 minutes 32 seconds West, 82.00 feet;
Along a counterclockwise curve, having a radius of 250.00 feet, an arc length of 56.33 feet, and a chord of North 71 degrees 10 minutes 48 seconds West, 56.21 feet;
North 00 degrees 31 minutes 28 seconds East, 155.12 feet;
North 89 degrees 40 minutes 35 seconds West, 114.80 feet;
North 00 degrees 31 minutes 28 seconds East, 150.00 feet;
North 89 degrees 51 minutes 22 seconds West, 73.22 feet;
North 00 degrees 15 minutes 53 seconds East, 86.06 feet;
North 89 degrees 44 minutes 07 seconds West, 145.00 feet;
North 00 degrees 15 minutes 53 seconds East, 174.00 feet;
North 89 degrees 44 minutes 07 seconds West, 221.59 feet;
North 00 degrees 16 minutes 25 seconds East, 203.09 feet;
North 89 degrees 39 minutes 06 seconds West, 98.70 feet;
North 00 degrees 18 minutes 53 seconds East, 185.10 feet;
North 89 degrees 41 minutes 10 seconds West, 142.88 feet;
North 00 degrees 07 minutes 51 seconds East, 75.09 feet;
North 89 degrees 52 minutes 09 seconds West, 100.00 feet;
North 00 degrees 07 minutes 51 seconds East, 195.60 feet;
North 89 degrees 52 minutes 09 seconds West, 240.00 feet;
North 00 degrees 07 minutes 51 seconds East, 235.76 feet;
North 89 degrees 52 minutes 09 seconds West, 166.00 feet;
North 00 degrees 07 minutes 51 seconds East, 812.54 feet;
North 89 degrees 52 minutes 25 seconds West, 10.82 feet;
North 00 degrees 09 minutes 22 seconds East, 434.99 feet;
North 89 degrees 50 minutes 43 seconds West, 10.00 feet; and
North 00 degrees 03 minutes 28 seconds East, 323.59 feet to the northwest corner of this unit, being in Avenue N;

THENCE along the northerly perimeter of this unit, as follows, being in Avenue N:

South 89 degrees 50 minutes 26 seconds East, 1885.99 feet;
North 81 degrees 17 minutes 45 seconds East, 318.76 feet;
Along a clockwise curve, having a radius of 1888.98 feet, an arc length of 306.58 feet, and a chord of North 85 degrees 56 minutes 43 seconds East, 306.25 feet; and
South 89 degrees 35 minutes 22 seconds East, 149.24 feet to the PLACE OF BEGINNING, containing 340.79 ACRES of land, more or less.

Reference is hereby made to a separate plat of the subject unit.

Bearings are based on the Texas Coordinate System of 1927, North Central Zone 4202, as obtained by GPS observations.

Prepared for Chesapeake Operating, Inc. by Lampe Surveying, Inc from a partial on the ground survey, deeds, plats and other instruments furnished by Chesapeake Operating, Inc.

Dated this the 14th day of December, 2011

Matt D. Lampe
R.P.L.S. No. 5429
Lampe Surveying, Inc

2491-11
2491 Mount Tabor

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

Electronically Recorded

Tarrant County Texas

Official Public Records

9/26/2011 10:13 AM

D211232509

Mary Louise Garcia

PGS 13 \$64.00

Mary Louise Garcia

Submitter: SIMPLIFILE

**FIRST AMENDMENT TO
DECLARATION OF POOLED UNIT
MOUNT TABOR UNIT**

STATE OF TEXAS)
COUNTY OF TARRANT)

KNOW ALL PERSONS BY THESE PRESENTS:

LOG12814

Electronically Recorded
Chesapeake Operating, Inc

Reference is made to that certain Declaration of Pooled Unit for the Mount Tabor Unit, dated effective as of April 12, 2010, recorded as Instrument Number D210152624, Official Public Records of Tarrant County, Texas. Said Declaration is incorporated herein for all purposes.

Whereas, the purpose and intent of this First Amendment to the Declaration of Pooled Unit – Mount Tabor Unit is to amend the Exhibit "A" of said Declaration by including additional leases and removing leases originally included in the Mount Tabor Unit.

RECITALS

WHEREAS, each of the Leases authorizes the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

This Declaration of Pooled Unit – Mount Tabor Unit, is hereby amended to include additional leases and remove leases as shown on the Exhibit "A", attached hereto.

Except as amended hereby, said Declaration and any amendments thereto remain in full force and effect.

EXECUTED by the undersigned party on the respective date of acknowledgment hereof, to be effective for all purposes as of August 5, 2011

CHESAPEAKE EXPLORATION, L.L.C.
an Oklahoma limited liability company

[Signature]
Henry J. Hood, Senior Vice President -
Land and Legal and General Counsel

*RCB
AMP
CTM*

LARCHMONT RESOURCES, L.L.C.
an Oklahoma limited liability company

[Signature]
Abbey K. McClendon, Manager

TOTAL E&P USA, INC., a Delaware corporation

By: *[Signature]*
Name: Fabien Chmet Daage
Title: Vice President, Business Development & Strategy

QUICKSILVER RESOURCES, INC.

By: _____
Clay Blum
Vice President

VANTAGE FORT WORTH ENERGY, L.L.C.

By: _____
C. C. Barry Osborne
Attorney-in-Fact

XTO ENERGY, INC.

By: _____
Edwin S. Ryan, Jr.
Senior Vice President – Land Administration

GLENCREST RESOURCES, L.L.C.

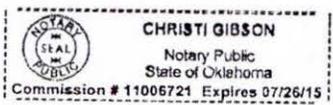
By: _____
Name:
Title:

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) §

This instrument was acknowledged before me on this 5TH day of AUGUST, 2011, 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.

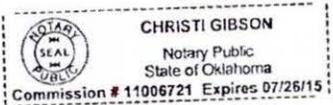
Christi Gibson
Notary Public in and for the State of Oklahoma



STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) §

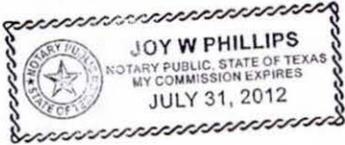
The foregoing instrument was acknowledged before me this 19TH day of SEPTEMBER, 2011, by Aubrey K. McClendon, Manager of Larchmont Resources, L.L.C. on behalf of said limited liability company.

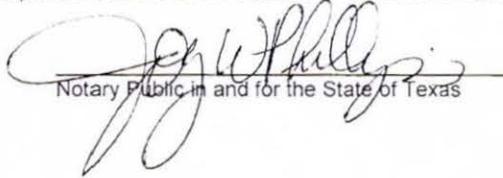
Christi Gibson
Notary Public in and for the State of Oklahoma



STATE OF TEXAS)
) §
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 12th day of September, 2011, by Jahen Colmbharaq Vice President Business Development & Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.




Notary Public in and for the State of Texas

STATE OF TEXAS)
) §
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2011, by Clay Blum, Vice President of **Quicksilver Resources, Inc.**, on behalf of said company.

Notary Public in and for the State of Texas

STATE OF TEXAS)
) §
COUNTY OF TARRANT)

This instrument was acknowledged before me on this _____ day of _____, 2011, by C. C. Barry Osborne, Attorney-in-Fact, of **Vantage Fort Worth Energy, LLC**, on behalf of said company.

Notary Public in and for the State of Texas

STATE OF TEXAS)
) §
COUNTY OF TARRANT)

This instrument was acknowledged before me on this _____ day of _____, 2011, by Edwin S. Ryan, Jr. as Senior Vice President – Land Administration, of **XTO Energy, Inc.**, a _____ as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

STATE OF TEXAS)
) §
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2011,
by _____, of
Glencrest Resources, LLC, on behalf of said company.

Notary Public in and for the State of Texas

Exhibit "A"

Attached to and made a part of the First Amendment to Declaration of Pooled Unit for the Mount Tabor Unit dated the effective date of August 5, 2011, descriptions are, more or less, as described in the following leases.

Leases to be added:

Lease Number	Lessor	Lessee	Lease Date	Acres	Entry
TX0152880-000	JUAN C ARELLANO	CHESAPEAKE EXPLORATION, L.L.C.	5/5/2011	0.2370	D211113438
TX0461284-000	FORT WORTH HOUSING FINANCE CORP	CHESAPEAKE EXPLORATION, L.L.C.	11/4/2009	1.2091	D211087521
TX0153531-000	ROYALTY INTERESTS PARTNERSHIP, LP	CHESAPEAKE EXPLORATION, L.L.C.	5/20/2011	0.1640	D211137392
TX0513968-000	19TH HOLE PRODUCTION, LLC	CHESAPEAKE EXPLORATION, L.L.C.	6/8/2011	0.1640	D211152024
TX0152881-000	REZA ALAVI	CHESAPEAKE EXPLORATION, L.L.C.	5/2/2011	0.3160	D211113439
TX0154006-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, L.L.C.	6/23/2011	0.2470	D211156896
TX0153448-000	NPOT PARTNERS I, LP	CHESAPEAKE EXPLORATION, L.L.C.	5/19/2011	0.2150	D211131447
TX0152474-000	JAMES CUSHMAN	CHESAPEAKE EXPLORATION, L.L.C.	4/15/2011	0.2170	D211097882
TX0154000-000	OLA P WOODARD	CHESAPEAKE EXPLORATION, L.L.C.	6/6/2011	0.2010	D211156890
TX0154005-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, L.L.C.	6/23/2011	0.2040	D211156895
TX0152879-000	ROMAN PADILLA AND BRENDA CASTILLO-JAIME	CHESAPEAKE EXPLORATION, L.L.C.	5/8/2011	0.2160	D211113437
TX0152208-000	METRO BUYS HOMES, LLC	CHESAPEAKE EXPLORATION, L.L.C.	4/7/2011	0.2320	D211090418
TX0153513-000	MARIA AND JOSE MUNOZ	CHESAPEAKE EXPLORATION, L.L.C.	5/31/2011	0.4290	D211137070
TX0154001-000	JOSE AND MARIA TORRES	CHESAPEAKE EXPLORATION, L.L.C.	6/23/2011	0.4570	D211156891
TX0117791-000	DORENE JONES	DALE RESOURCES, L.L.C.	4/14/2007	0.1650	D208154420
TX0117788-000	WILLIE RICHIE AND LA'NELL RICHIE	DALE RESOURCES, L.L.C.	4/18/2008	0.1340	D208154419
TX0118741-000	DOVIE L FELTON	DALE RESOURCES, L.L.C.	4/23/2008	0.2850	D208154421
TX0055851-000	ROBERT McNEELY	DALE RESOURCES, L.L.C.	1/2/2007	0.1350	D207034416
TX0117928-000	NETTIE T JAMES	DALE RESOURCES, L.L.C.	4/24/2008	0.1440	D208159205
TX0068222-000	BASEM MANNEH	DALE RESOURCES, L.L.C.	3/22/2007	0.1800	D207129912
TX0080449-000	LAWRENCE AND KATHERINE LAWSON	DALE RESOURCES, L.L.C.	12/6/2006	0.2200	D207270941
TX0059556-000	CLIFTON McKNIGHT SR	DALE RESOURCES, L.L.C.	1/25/2007	0.4640	D207054210
TX0127239-000	JOANN BUCHANAN	DALE RESOURCES, L.L.C.	3/22/2008	0.2870	D208237195
TX0145241-000	ABEL TORRES & FELIPE GRIMALDO	DALE PROPERTY SERVICES, L.L.C.	6/3/2010	0.1790	D210135659
TX0150843-000	ADELL & ARMA JANE MURPHY	CHESAPEAKE EXPLORATION, L.L.C.	2/15/2011	0.2100	D211042886
TX0143773-000	ALDON GASTON SR	DALE PROPERTY SERVICES, L.L.C.	3/31/2010	0.1460	D210078482
TX0148162-000	ALEJANDRO & HORFILA M MENDOZA	CHESAPEAKE EXPLORATION, L.L.C.	10/6/2010	0.2000	D210255132
TX0046709-000	ALFREDO & JUANA GONZALEZ	PALOMA BARNETT, L.L.C.	12/17/2007	0.1430	D208032872
TX0142582-000	ALICE JOHNSON ESTATE	DALE PROPERTY SERVICES, L.L.C.	2/8/2010	0.3250	D210033623
TX0049318-001	ALMA & JOE TATE	PALOMA BARNETT, L.L.C.	10/7/2007	0.1760	D208031787
TX0051580-000	ALMA VAUGHN	DALE RESOURCES, L.L.C.	12/5/2006	0.1870	D206407734

Lease Number	Lessor	Lessee	Lease Date	Acres	Entry
TX0048411-000	ALVIN G & DEBBIE N DIGGINS	PALOMA BARNETT, L.L.C.	1/14/2008	0.1660	D208082333
TX0084494-000	ALVIS DAVIS JR	DALE PROPERTY SERVICES, L.L.C.	5/1/2007	0.1680	D207292463
TX0093982-000	AMERICAN LAND & PROPERTIES CONSULTING, L	DALE PROPERTY SERVICES, L.L.C.	10/8/2007	0.1530	D207371063
TX0078813-000	ANTHONY B. WILSON	DALE RESOURCES, L.L.C.	11/17/2006	0.1350	D206378908
TX0119540-000	ANTHONY CLAY SHORTEN	DALE PROPERTY SERVICES, L.L.C.	4/30/2008	0.1580	D208180525
TX0147727-000	APPROVED HOUSING SOLUTIONS LTD	CHESAPEAKE EXPLORATION, L.L.C.	9/16/2010	0.2160	D210234549
TX0148795-000	ARMANDO HERNANDEZ	CHESAPEAKE EXPLORATION, L.L.C.	11/3/2010	0.4570	D210278181
TX0094888-000	AUGUSTIN AND ANNA REYES	DALE PROPERTY SERVICES, L.L.C.	10/12/2007	0.1660	D207373125
42-000750-000	AUGUSTIN M & ANNA M REYES	CHESAPEAKE EXPLORATION, L.L.C.	5/4/2011	0.2000	D211113977
TX0115927-000	AVOCET VENTURES, LP	DALE PROPERTY SERVICES, L.L.C.	4/3/2008	0.2720	D208135262
TX0087960-000	BARBARA J WALKER	DALE RESOURCES, L.L.C.	12/20/2006	0.1350	D207323332
TX0152139-000	BARBARA JEAN JOHNSON	CHESAPEAKE EXPLORATION, L.L.C.	4/6/2011	0.5510	D211086401
TX0060814-000	BELINDA WADE	DALE PROPERTY SERVICES, L.L.C.	1/31/2007	0.1510	D207060004
TX0052585-000	BENNIE & LAKEDA JONES	DALE RESOURCES, L.L.C.	11/27/2006	0.2870	D206398544
TX0084491-000	BERNETTE CRITTENDON	DALE PROPERTY SERVICES, L.L.C.	5/1/2007	0.1680	D207292466
TX0058321-000	BERNICE GONZALEZ	DALE RESOURCES, L.L.C.	12/13/2006	0.2720	D207018276
TX0143248-000	BERTHA MORENO	DALE PROPERTY SERVICES, L.L.C.	3/5/2010	0.1660	D210055759
TX0051600-000	BESSIE MAUDE ANDERSON	DALE RESOURCES, L.L.C.	12/18/2006	0.1620	D207004229
TX0149665-000	BETTIE BOLTON	CHESAPEAKE EXPLORATION, L.L.C.	11/30/2010	0.5170	D210307376
TX0084493-000	BILLY J PORTER	DALE PROPERTY SERVICES, L.L.C.	5/1/2007	0.1680	D207292464
TX0104085-000	BOGGIO PARTNERS LLC	DALE PROPERTY SERVICES, L.L.C.	12/13/2007	0.2750	D208003583
TX0048695-000	BONIFACIO & JOSEFINA PALACIOS	PALOMA BARNETT, L.L.C.	11/28/2007	0.1670	D208093011
TX0044593-000	BOONE REVOCABLE LIVING TRUST	PALOMA BARNETT, L.L.C.	10/26/2007	1.0210	D208030464
TX0044595-000	BRIDGETTE COUNCIL	PALOMA BARNETT, L.L.C.	11/26/2007	0.1540	D208030466
TX0146013-000	CARLOS & ELSA MENDOZA	DALE PROPERTY SERVICES, L.L.C.	6/30/2010	0.1830	D210164612
TX0141215-000	CARLOS & MYRA ALEJANDRA GONZALEZ	DALE PROPERTY SERVICES, L.L.C.	10/17/2009	0.1570	D209283202
TX0144274-000	CAROL S CRAYTON BAILEY	DALE PROPERTY SERVICES, L.L.C.	4/19/2010	0.1650	D210095191
TX0094804-000	CARRIE L JACKSON	DALE PROPERTY SERVICES, L.L.C.	10/7/2007	0.1450	D207376336
TX0069383-000	CARRINELL & WILMA RICHARDSON	DALE PROPERTY SERVICES, L.L.C.	2/16/2007	0.4130	D207142032
TX0132071-000	CHANCE HOUSING MANAGEMENT INC.	DALE PROPERTY SERVICES, L.L.C.	8/8/2008	0.1610	D208318387
TX0101262-000	CHARLES & DIANNE BURLESON	DALE PROPERTY SERVICES, L.L.C.	10/11/2007	0.1530	D207423681
TX0073331-000	CHARLES E HARRIS	DALE PROPERTY SERVICES, L.L.C.	5/30/2007	0.1290	D207194339
TX0138392-000	CHARLES R LYDIA	DALE PROPERTY SERVICES, L.L.C.	4/8/2009	0.1680	D209105015
TX0460927-000	CHESAPEAKE ROYALTY, L.L.C.	CHESAPEAKE EXPLORATION, L.L.C.	9/30/2009	133.86	D209316701
TX0105004-000	CHICAGO PROPERTIES INC	DALE PROPERTY SERVICES, L.L.C.	9/28/2007	0.2220	D207456816
TX0138318-000	CHRISTINE B JACKSON	DALE PROPERTY SERVICES, L.L.C.	4/8/2009	0.1680	D209102301

Lease Number	Lessor	Lessee	Lease Date	Acres	Entry
TX0146717-000	CORINA ARIZMENDI	DALE PROPERTY SERVICES, L.L.C.	7/29/2010	0.1540	D210191892
TX0062714-000	CRENSHAW INVERSTORS	DALE PROPERTY SERVICES, L.L.C.	1/5/2007	0.2720	D207079046
TX0071702-000	CURTIS MINNEWEATHER	DALE PROPERTY SERVICES, L.L.C.	1/5/2007	0.1430	D207166266
TX0057505-000	CYNTHIA CONNOR	DALE PROPERTY SERVICES, L.L.C.	1/3/2007	0.2870	D207044912
TX0098089-000	D A K INC	DALE PROPERTY SERVICES, L.L.C.	10/21/2007	0.4040	D207401769
TX0131935-000	DAE SUNG HWANG	DALE PROPERTY SERVICES, L.L.C.	8/5/2008	1.4340	D208321910
TX0058039-000	DAMON & ROSITA LOGAN	DALE PROPERTY SERVICES, L.L.C.	1/20/2007	0.1680	D207047643
TX0041992-000	DANIEL GAMEZ	PALOMA BARNETT, L.L.C.	9/12/2007	0.1970	D207435400
TX0143938-000	DAVID MILAM	DALE PROPERTY SERVICES, L.L.C.	4/9/2010	0.1810	D210085728
TX0132767-000	DEATRIA NORFLEET	DALE PROPERTY SERVICES, L.L.C.	8/12/2008	1.2900	D208332956
TX0055750-000	DELTA SR & NELLIA G MAY	DALE RESOURCES, L.L.C.	12/26/2006	0.1680	D207022528
TX0098095-000	DEXTER VICKORY	DALE PROPERTY SERVICES, L.L.C.	10/21/2007	0.2440	D207401768
TX0143317-000	DEXTER VICKORY	DALE PROPERTY SERVICES, L.L.C.	3/2/2010	0.4130	D210058702
TX0107106-000	DON ROBINSON	DALE PROPERTY SERVICES, L.L.C.	1/17/2008	0.0280	D208026317
TX0044865-000	DONNIE R & DOROTHY MOORE	PALOMA BARNETT, L.L.C.	11/3/2007	0.1720	D208031682
TX0101745-000	DOROTHY ANN FORD	DALE PROPERTY SERVICES, L.L.C.	11/27/2007	0.2280	D207435682
TX0068619-000	EDDIE & BESSIE STEGGER	DALE PROPERTY SERVICES, L.L.C.	4/2/2007	0.1830	D207133218
TX0061412-000	EDDIE VANCE	DALE PROPERTY SERVICES, L.L.C.	1/8/2007	0.1830	D207066087
TX0071732-000	EDDITH YARBROUGH BROWN	DALE PROPERTY SERVICES, L.L.C.	2/23/2007	0.1640	D207170003
TX0048821-000	EDILBERTO M MARTINEZ	PALOMA BARNETT, L.L.C.	12/31/2007	0.1670	D208096428
TX0055440-000	EDMOND & GLORIA PRENTICE	DALE PROPERTY SERVICES, L.L.C.	1/9/2007	0.1520	D207028921
TX0094844-000	ELBERT BOWERS	DALE PROPERTY SERVICES, L.L.C.	10/10/2007	0.2500	D207374912
TX0044704-000	ELIAS YANEZ & LUISA GOMEZ	PALOMA BARNETT, L.L.C.	11/27/2007	0.7550	D208030922
TX0098137-000	ELIZA YUK-KUEN MA & LEONA KING-YAN CHEAH	DALE PROPERTY SERVICES, L.L.C.	10/30/2007	0.9450	D207399717
TX0068854-000	ELIZABETH R GOSS	DALE RESOURCES, L.L.C.	12/26/2006	0.1660	D207138237
TX0084492-000	ELLORY QUEEN DAVIS	DALE PROPERTY SERVICES, L.L.C.	5/1/2007	0.1680	D207292465
TX0150416-000	ELOSIA D LIGHTNER	CHESAPEAKE EXPLORATION, L.L.C.	1/19/2011	0.2460	D211024608
TX0044633-000	EMMA L TAVE & JANICE R FOBES	PALOMA BARNETT, L.L.C.	10/19/2007	0.1460	D208030746
TX0150650-000	ERNEST ROBINSON	CHESAPEAKE EXPLORATION, L.L.C.	2/10/2011	0.2270	D211038783
TX0048248-000	ERNEST W THOMAS	PALOMA BARNETT, L.L.C.	12/20/2007	1.4280	D208074345
TX0065295-000	ESTER WAKINS SMOOT	DALE PROPERTY SERVICES, L.L.C.	12/8/2006	0.1370	D207085304
TX0065266-000	ESTER WATKINS SMOOT	DALE PROPERTY SERVICES, L.L.C.	12/8/2006	0.1370	D207099550
TX0056783-000	ESTHER WATKINS SMOOT	DALE RESOURCES, L.L.C.	12/4/2006	0.1650	D207009709
TX0060146-000	EULA FAYE GEORGE	DALE RESOURCES, L.L.C.	12/22/2006	0.1650	D207024277
TX0148051-000	EULA FAYE GEORGE	CHESAPEAKE EXPLORATION, L.L.C.	10/1/2010	0.2140	D210249156
TX0111743-000	EUSEBIO AND ANGELICA LERMA	DALE PROPERTY SERVICES, L.L.C.	3/1/2008	0.1570	D208080735

Lease Number	Lessor	Lessee	Lease Date	Acres	Entry
TX0100629-000	EVELIA CHAPA	DALE PROPERTY SERVICES, L.L.C.	10/3/2007	0.1800	D207422765
TX0125699-000	FELIPE GARCIA	DALE PROPERTY SERVICES, L.L.C.	6/4/2008	0.1430	D208232394
TX0045176-000	FERNANDO LOPEZ	PALOMA BARNETT, L.L.C.	11/28/2007	0.1430	D208032801
TX0066220-000	FRANCISCO & MARIA C NAVARRO	DALE PROPERTY SERVICES, L.L.C.	1/31/2007	0.1680	D207110407
TX0147310-000	FRANCISCO & MARIA OLMOS	CHESAPEAKE EXPLORATION, L.L.C.	8/27/2010	0.4930	D210218898
TX0146648-000	FRANK CHUCKES JR DBA GREENROCK	DALE PROPERTY SERVICES, L.L.C.	7/19/2010	0.1890	D210189987
TX0071528-000	FRANKIE MAE ALRIDGE	DALE PROPERTY SERVICES, L.L.C.	5/9/2007	0.1840	D207166327
TX0147680-000	FRED WHITE	DALE PROPERTY SERVICES, L.L.C.	8/16/2010	0.3760	D210230226
TX0143826-000	FREDDY BOONE	DALE PROPERTY SERVICES, L.L.C.	4/6/2010	0.2010	D210079597
TX0058549-000	FRIDAY A IDEHAN	DALE PROPERTY SERVICES, L.L.C.	12/29/2006	0.1750	D207020869
TX0059056-000	GERTRUDE LANGS HALL	DALE PROPERTY SERVICES, L.L.C.	1/5/2007	0.2720	D207022848
TX0056593-000	GLYNIS RISER	DALE RESOURCES, L.L.C.	12/16/2006	0.1810	D207011658
TX0080557-000	GRACE TEMPLE SEVENTH DAY ADVEN	DALE PROPERTY SERVICES, L.L.C.	7/10/2007	9.8240	D207273904
TX0056503-000	HARLEY LEE NOLEN	DALE RESOURCES, L.L.C.	12/12/2006	0.2720	D207011651
TX0143519-000	HAROLD, JR & CHERYL NESBITT	DALE PROPERTY SERVICES, L.L.C.	3/18/2010	0.1650	D210071691
TX0053658-000	HELEN & LONDELL FIELDS	DALE RESOURCES, L.L.C.	12/12/2006	0.1830	D206406828
TX0055418-000	HENRY D & LUEVULTER STAFFORD	DALE RESOURCES, L.L.C.	11/27/2006	0.2870	D207028650
TX0094617-000	HENRY E & MATTIE JOHNSON	DALE PROPERTY SERVICES, L.L.C.	10/15/2007	0.3560	D207373139
TX0070325-000	HENRY JESS ANDERS	DALE PROPERTY SERVICES, L.L.C.	4/23/2007	0.1450	D207153820
TX0136912-000	HOMES-N-LAND, INC	DALE PROPERTY SERVICES, L.L.C.	2/3/2009	0.1690	D209029668
TX0054250-000	HUBERT, JR & JOYCE E POWELL	DALE RESOURCES, L.L.C.	12/4/2006	0.1760	D206408354
TX0151661-000	HUMBERTO SOLIS	CHESAPEAKE EXPLORATION, L.L.C.	3/10/2011	0.2950	D211066573
TX0131543-000	HUONG T NGUYEN	DALE PROPERTY SERVICES, L.L.C.	8/5/2008	0.5930	D208313710
TX0148171-000	IDA AND FLOYD ASHER	CHESAPEAKE EXPLORATION, L.L.C.	10/5/2010	0.2020	D210255141
TX0139909-000	IMOGENE BUNDAGE	DALE PROPERTY SERVICES, L.L.C.	7/27/2009	0.2050	D209202544
TX0137592-000	ISRAEL B TRUJILLO	DALE PROPERTY SERVICES, L.L.C.	3/5/2009	0.1680	D209063867
TX0150981-000	J DECK INVESTMENTS LLC	CHESAPEAKE EXPLORATION, L.L.C.	2/25/2011	0.2120	D211054518
TX0046830-000	J N & BEVERLY J HESTER	PALOMA BARNETT, L.L.C.	10/15/2007	6.3909	D208044570
TX0144952-000	JACK KNIGHT & DANNY HELMS	DALE PROPERTY SERVICES, L.L.C.	5/17/2010	0.1650	D210123386
TX0068662-000	JACQUELINE SMITH	DALE PROPERTY SERVICES, L.L.C.	1/25/2007	0.1810	D207132879
TX0067872-000	JAMES CUSHMAN	DALE PROPERTY SERVICES, L.L.C.	3/16/2007	0.1670	D207125960
TX0149640-000	JAMES CUSHMAN	CHESAPEAKE EXPLORATION, L.L.C.	12/14/2010	0.1940	D210311835
TX0149639-000	JAMES CUSHMAN	CHESAPEAKE EXPLORATION, L.L.C.	12/14/2010	0.2130	D210311834
TX0104636-000	JAMES D WILLIS	DALE PROPERTY SERVICES, L.L.C.	12/13/2007	0.1950	D208003361
TX0044594-000	JAMES H & ALICE F WILSON	PALOMA BARNETT, L.L.C.	12/18/2007	0.1820	D208030465
TX0074114-000	JAMES L. & MARY A. BRUTON	DALE PROPERTY SERVICES, L.L.C.	4/21/2007	0.2870	D207197181
TX0144276-000	JAMES N DANSBY, JR.	DALE PROPERTY SERVICES, L.L.C.	4/16/2010	0.1740	D210095193
TX0094329-000	JAMES R AND ALMA L LAMPIN	DALE PROPERTY SERVICES, L.L.C.	9/27/2007	0.3100	D207368160
TX0097575-000	JAMES T WHITE	DALE PROPERTY SERVICES, L.L.C.	10/26/2007	0.2520	D207398310

Lease Number	Lessor	Lessee	Lease Date	Acres	Entry
TX0150417-000	JANICE HALEY	CHESAPEAKE EXPLORATION, L.L.C.	1/19/2011	0.2170	D211024609
TX0069310-000	JANICE RENEA FORBES RICHARDSON & EMMA L	DALE PROPERTY SERVICES, L.L.C.	1/30/2007	0.1450	D207142356
TX0043975-000	JAVIER ANGEL	PALOMA BARNETT, L.L.C.	10/11/2007	0.2600	D208028027
TX0061406-000	JEAN BREGENZER	DALE PROPERTY SERVICES, L.L.C.	2/13/2007	0.1810	D207066092
TX0061407-000	JEAN BREGENZER	DALE PROPERTY SERVICES, L.L.C.	2/13/2007	0.1810	D207066075
TX0148897-000	JEFFERY PHILLIPS	CHESAPEAKE EXPLORATION, L.L.C.	11/9/2010	0.2010	D210282200
TX0150544-000	JEFFERY ROBINSON ET AL	CHESAPEAKE EXPLORATION, L.L.C.	1/29/2011	0.2270	D211034300
TX0058986-000	JEFFREY & JANICE NICHOLSON	DALE RESOURCES, L.L.C.	12/22/2006	0.1650	D207018342
TX0094940-000	JIMMIE THOMAS	DALE PROPERTY SERVICES, L.L.C.	10/12/2007	0.2710	D207373378
TX0150253-000	JIMMY E & EVAN NELL CLARK	CHESAPEAKE EXPLORATION, L.L.C.	1/18/2011	0.1930	D211019378
TX0059663-000	JOAN LEE WILBURN	DALE PROPERTY SERVICES, L.L.C.	1/5/2007	0.2380	D207055255
TX0083781-000	JOE L. PORTER	DALE PROPERTY SERVICES, L.L.C.	5/1/2007	0.1680	D207292461
TX0148355-000	JOE WILLIE RICHARDSON JR	CHESAPEAKE EXPLORATION, L.L.C.	10/14/2010	0.1980	D210260229
TX0150175-000	JOHN R BLANTON, JR	CHESAPEAKE EXPLORATION, L.L.C.	1/11/2011	0.2100	D211017357
TX0145704-000	JOHN WALTJ AKA H JOHN WALTJ	DALE PROPERTY SERVICES, L.L.C.	6/16/2010	0.1540	D210152387
TX0076222-000	JOHNNY & BEVERLY HALL	DALE PROPERTY SERVICES, L.L.C.	6/21/2007	0.1580	D207225824
TX0044868-000	JOHNNY B JORDAN	PALOMA BARNETT, L.L.C.	10/15/2007	0.1670	D208031685
TX0150840-000	JOHNNY JORDAN	CHESAPEAKE EXPLORATION, L.L.C.	2/19/2011	0.1650	D211042883
TX0151799-000	JOSE & OLIVIA RIVERA	CHESAPEAKE EXPLORATION, L.L.C.	3/17/2011	0.1570	D211070317
TX0044724-000	JOSE & MARIA MUNOZ	PALOMA BARNETT, L.L.C.	11/23/2007	0.4300	D208030969
TX0149661-000	JOSE LUIS & MARIA E GUILLEN	CHESAPEAKE EXPLORATION, L.L.C.	12/6/2010	0.1700	D210307372
TX0064844-000	JOSEPHINE JOHNSON	DALE RESOURCES, L.L.C.	12/15/2006	0.2720	D207096098
TX0071417-000	JOYCE MARIE SIMMONS	DALE PROPERTY SERVICES, L.L.C.	5/8/2007	1.0620	D207162117
TX0144868-000	JOYCE STEWART ALLEN	DALE PROPERTY SERVICES, L.L.C.	5/12/2010	0.1570	D210116207
TX0143772-000	JUAN ANTONIO TORRES	DALE PROPERTY SERVICES, L.L.C.	3/25/2010	0.1740	D210078481
TX0103139-000	JUAN J & MARTHA L GONZALEZ	DALE PROPERTY SERVICES, L.L.C.	10/11/2007	0.1170	D207451619
TX0103034-000	JULIAN & FRANCISCO MULGADO	DALE PROPERTY SERVICES, L.L.C.	12/5/2007	0.1660	D207451660
TX0058258-000	JULIET D TURNER	DALE PROPERTY SERVICES, L.L.C.	1/25/2007	0.1680	D207048699
TX0056873-000	KATIE MAE MALONE	DALE RESOURCES, L.L.C.	12/27/2006	0.2280	D207030724
TX0148372-000	KURUVILLA CHEMMACHEL	CHESAPEAKE EXPLORATION, L.L.C.	10/13/2010	0.1900	D210260239
TX0063170-000	L B & LUELLA NEWTON	DALE PROPERTY SERVICES, L.L.C.	1/9/2007	0.1430	D207085927
TX0098860-000	LADY JOYCE HIGGINS	DALE PROPERTY SERVICES, L.L.C.	10/27/2007	0.1670	D207410965
TX0047137-000	LAMAR OSBY	PALOMA BARNETT, L.L.C.	11/1/2007	0.1440	D208060641
TX0058984-000	LARRY & SHERIAN MAYO	DALE RESOURCES, L.L.C.	12/23/2006	0.1830	D207020884
TX0138333-000	LATUNYA FRANKLIN	DALE PROPERTY SERVICES, L.L.C.	4/7/2009	0.4130	D209102315
TX0056741-000	LAWRENCE & NORMA J RICHARDSON	DALE RESOURCES, L.L.C.	12/15/2006	0.1790	D207009970
TX0140329-000	LAWRENCE COLE GUTIERREZ	DALE PROPERTY SERVICES, L.L.C.	8/26/2009	0.2930	D209233708
TX0063164-000	LENNIE B REDIC	DALE PROPERTY SERVICES, L.L.C.	1/6/2007	0.1370	D207085932
TX0136948-000	LEROY J YORK	DALE PROPERTY SERVICES, L.L.C.	1/27/2009	0.1710	D209034275

Lease Number	Lessor	Lessee	Lease Date	Acres	Entry
TX0058640-000	LEROY WILSON	DALE RESOURCES, L.L.C.	12/19/2006	0.1720	D207018257
TX0066321-000	LESLEY & AQUILLA SEAY	DALE PROPERTY SERVICES, L.L.C.	2/20/2007	0.1810	D207110397
TX0143918-000	LETHA ROBLOW	DALE PROPERTY SERVICES, L.L.C.	4/8/2010	0.1760	D210084804
TX0147566-000	LILLIE B COX	CHESAPEAKE EXPLORATION, L.L.C.	9/9/2010	0.1580	D210228338
TX0146221-000	LINDA & GEORGE TURNER	DALE PROPERTY SERVICES, L.L.C.	6/17/2010	0.1970	D210171750
TX0137048-000	LINDA LYNN HART	DALE PROPERTY SERVICES, L.L.C.	2/7/2009	0.1730	D209039275
TX0147062-000	LINDA POWELL	DALE PROPERTY SERVICES, L.L.C.	8/17/2010	0.2450	D210206485
TX0140718-000	LISA REED	DALE PROPERTY SERVICES, L.L.C.	9/18/2009	0.2030	D209258216
TX0137207-000	LLEWELLYN BROWN	DALE PROPERTY SERVICES, L.L.C.	2/20/2009	0.1740	D209050320
TX0056574-000	LOIS MAE MILLER	DALE RESOURCES, L.L.C.	12/18/2006	0.2590	D207011542
TX0048015-000	LORENZO & SANDRA REVELES RESEN	PALOMA BARNETT, L.L.C.	12/13/2007	0.1670	D208069788
TX0140384-000	LOUIS & MARIA ANTONIA RUIZ	DALE PROPERTY SERVICES, L.L.C.	11/26/2007	12.2760	D208027535
TX0056797-000	LOUIS S TATE	DALE RESOURCES, L.L.C.	11/21/2006	0.2720	D207009921
TX0053988-000	LOUIS TATE	DALE RESOURCES, L.L.C.	11/17/2006	0.2720	D207004119
TX0144265-000	LUCILE THURSBY	DALE PROPERTY SERVICES, L.L.C.	4/16/2010	0.4130	D210095182
TX0045160-000	LUTHA MAE LIVINGSTON	PALOMA BARNETT, L.L.C.	12/26/2007	0.2870	D208032735
TX0089693-000	MA DAVIDSON FAMILY LP	DALE PROPERTY SERVICES, L.L.C.	7/17/2007	6.0683	D207337484
TX0150676-000	MA MATILDE LOPEZ	CHESAPEAKE EXPLORATION, L.L.C.	2/14/2011	0.4130	D211039618
TX0063171-000	MABLE L WILLIAMS O'NEAL	DALE PROPERTY SERVICES, L.L.C.	1/18/2007	0.1610	D207085926
TX0135258-000	MAE BERTHA LOVE	DALE PROPERTY SERVICES, L.L.C.	9/24/2008	0.2080	D208448296
TX0043902-000	MARIA E ORTIZ	PALOMA BARNETT, L.L.C.	9/18/2007	0.1710	D208027843
TX0045290-000	MARIA E VARELA & L D CONTRERAS	PALOMA BARNETT, L.L.C.	11/16/2007	0.1540	D208033279
TX0047169-000	MARIA IRMA MORENO	PALOMA BARNETT, L.L.C.	12/22/2007	0.3370	D208061337
TX0151966-000	MARIANO FLORES	CHESAPEAKE EXPLORATION, L.L.C.	3/24/2011	0.1650	D211081169
TX0058979-000	MARILYN KNOWLTON	DALE RESOURCES, L.L.C.	12/13/2006	0.1830	D207018340
TX0139396-000	MARILYN OWENS JENNINGS	DALE PROPERTY SERVICES, L.L.C.	6/18/2009	0.1730	D209167145
TX0054898-000	MARILYN TIGNER	DALE RESOURCES, L.L.C.	11/27/2006	0.2720	D207018534
TX0062398-000	MARY BRISCOE	DALE PROPERTY SERVICES, L.L.C.	2/20/2007	0.1370	D207076359
TX0058291-000	MARY S DEVER	DALE PROPERTY SERVICES, L.L.C.	1/16/2007	0.1670	D207048691
TX0138400-000	MAURICE BATTLES	DALE PROPERTY SERVICES, L.L.C.	4/13/2009	0.1720	D209105023
TX0041029-000	MAURO & JULIETA CASAS	PALOMA BARNETT, L.L.C.	7/23/2007	0.1430	D207365346
TX0041031-000	MAURO CASAS, JR	PALOMA BARNETT, L.L.C.	7/23/2007	0.4420	D207365348
TX2930207-000	MC MINERAL COMPANY LLC	CHESAPEAKE ROYALTY, L.L.C.	11/16/2009	867.9281	D209302049
TX0152207-000	METRO BUYS HOMES LLC	CHESAPEAKE EXPLORATION, L.L.C.	4/7/2011	0.3210	D211090417
TX0152208-000	METRO BUYS HOMES LLC	CHESAPEAKE EXPLORATION, L.L.C.	4/7/2011	0.2320	D211090418
TX0145510-000	METRO ROYALTY INC	DALE PROPERTY SERVICES, L.L.C.	6/2/2010	2.7390	D210141984
TX0145512-000	METRO ROYALTY INC	DALE PROPERTY SERVICES, L.L.C.	6/2/2010	2.1070	D210141980
TX0148895-000	MICHAEL PHILLIPS	CHESAPEAKE EXPLORATION, L.L.C.	11/9/2010	0.2000	D210282198
TX0143524-000	MINNIE CLARK	DALE PROPERTY SERVICES, L.L.C.	3/17/2010	0.1650	D210071695

Lease Number	Lessor	Lessee	Lease Date	Acres	Entry
TX0084495-000	MINNIE PORTER TURNER	DALE PROPERTY SERVICES, L.L.C.	5/1/2007	0.1680	D207292462
TX0076580-000	MYRTLE ALEXANDER	DALE PROPERTY SERVICES, L.L.C.	6/22/2007	0.1580	D207231563
TX0150069-000	NANCY MARTIN	CHESAPEAKE EXPLORATION, L.L.C.	1/7/2011	0.1970	D211013379
TX0147666-000	NEW YORK BANKERS	CHESAPEAKE EXPLORATION, L.L.C.	9/15/2010	0.2000	D210230212
TX0143774-000	NORRIS & CAROL WALKER	DALE PROPERTY SERVICES, L.L.C.	3/30/2010	0.4130	D210078483
TX0151658-000	NPOT PARTNERS I LP	CHESAPEAKE EXPLORATION, L.L.C.	3/3/2011	0.1620	D211066571
TX0151660-000	NPOT PARTNERS I LP	CHESAPEAKE EXPLORATION, L.L.C.	3/3/2011	0.1570	D211066572
TX0150841-000	NPOT PARTNERS I LP	CHESAPEAKE EXPLORATION, L.L.C.	2/16/2011	0.1730	D211042884
TX0151662-000	NPOT PARTNERS I LP	CHESAPEAKE EXPLORATION, L.L.C.	3/3/2011	0.3240	D211066574
TX0058483-000	ODIS & SHELLY DARNELL	DALE PROPERTY SERVICES, L.L.C.	1/26/2007	0.1790	D207050020
TX0058501-000	OLIVIA REED	DALE RESOURCES, L.L.C.	12/22/2006	0.1720	D207018256
TX0131569-000	ORBRA J. HOWARD	DALE PROPERTY SERVICES, L.L.C.	8/2/2008	0.1830	D208316177
TX0047885-000	OSCAR SILVA & YESICA MENDIAS	PALOMA BARNETT, L.L.C.	12/13/2007	0.1540	D208067286
TX0056085-000	PATRICIA A SCOTT	DALE RESOURCES, L.L.C.	12/22/2006	0.1830	D207022538
TX0119523-000	PATRICIA IRENE MOORE	DALE PROPERTY SERVICES, L.L.C.	5/2/2008	0.1580	D208179970
TX0119524-000	PAUL EUGENE SHORTEN, JR	DALE PROPERTY SERVICES, L.L.C.	4/25/2008	0.1580	D208179971
TX0150415-000	PAULA LIGHTNER	CHESAPEAKE EXPLORATION, L.L.C.	1/19/2011	0.2460	D211024607
TX0138556-000	PEARLY BATTLES	DALE PROPERTY SERVICES, L.L.C.	4/20/2009	0.1720	D209111141
TX0094901-000	PEDRO AND MARIA ALBARRAN	DALE PROPERTY SERVICES, L.L.C.	10/15/2007	0.1610	D207373142
TX0042499-000	PEDRO NAVARRO & M NAVARRAO	PALOMA BARNETT, L.L.C.	9/15/2007	0.7970	D207443403
TX0128728-000	PETER SNYDER	DALE PROPERTY SERVICES, L.L.C.	7/7/2008	0.1820	D208275744
TX0148374-000	QUENTIN L JOHNSON	CHESAPEAKE EXPLORATION, L.L.C.	10/12/2010	0.3590	D210260241
TX0137661-000	RANDY M & LORRAINE Y DUKES	DALE PROPERTY SERVICES, L.L.C.	2/28/2009	0.1540	D209065500
TX0070069-000	RANDY M. & LORRAINE YORK DUKES	DALE PROPERTY SERVICES, L.L.C.	4/13/2007	0.1700	D207149625
TX0051555-000	RAYMOND LEE WILLIAMS	DALE RESOURCES, L.L.C.	12/1/2006	0.1740	D206408350
TX0145240-000	REYNA ARRENDONDO	DALE PROPERTY SERVICES, L.L.C.	6/3/2010	0.2200	D210135658
TX0056798-000	ROBERT D & EARLENE TATUM	DALE RESOURCES, L.L.C.	12/13/2006	0.1570	D207009973
TX0101826-000	ROBERTO & MAYRA OLALDE	DALE PROPERTY SERVICES, L.L.C.	10/29/2007	0.1950	D207435678
TX0051868-000	RODNEY ALLEN	DALE RESOURCES, L.L.C.	11/20/2006	0.2870	D206402507
TX0048428-000	RODOLFO PRECIADO	PALOMA BARNETT, L.L.C.	1/4/2008	0.3030	D208083254
TX0045700-000	ROGELIO ACOSTA CAMPOS	PALOMA BARNETT, L.L.C.	9/13/2007	0.6140	D207447505
TX0064497-000	RONALD E. OLMAN	DALE PROPERTY SERVICES, L.L.C.	2/28/2007	0.3480	D207093961
TX0151318-000	RUBEN CASTANEDA & OLGA GALINDO	CHESAPEAKE EXPLORATION, L.L.C.	3/3/2011	0.1650	D211060652
TX0056807-000	RUBY & SALES TUBBS	DALE RESOURCES, L.L.C.	12/5/2006	0.2050	D207009953
TX0095510-000	RUBY C DORY	DALE PROPERTY SERVICES, L.L.C.	10/17/2007	0.4210	D207379747
TX0080795-000	RUBY J HOBBS	DALE PROPERTY SERVICES, L.L.C.	1/24/2007	0.1670	D207275236
TX0043942-000	RUDOLPH & MINNIE ABDUL-ALEEM	PALOMA BARNETT, L.L.C.	10/6/2007	0.3160	D208027938
TX0054842-000	RUFUS & WILLIE MAE TAYLOR	DALE RESOURCES, L.L.C.	11/30/2006	0.1700	D207018531
TX0046362-000	RUTILIO & M O GONZALES-ROMERO	PALOMA BARNETT, L.L.C.	9/26/2007	0.1670	D207459946

Lease Number	Lessor	Lessee	Lease Date	Acres	Entry
TX0043170-000	RUTILIO & M O GONZALES-ROMERO	PALOMA BARNETT, L.L.C.	9/26/2007	0.1670	D207459946
TX0083081-000	S R DAVIDSON FAMILY LTD PTRSHP	DALE PROPERTY SERVICES, L.L.C.	7/17/2007	16.1350	D207291698
TX0147522-000	SAMUEL HARRIS & TERRY HARRIS	DALE PROPERTY SERVICES, L.L.C.	8/13/2010	0.4130	D210223879
TX0081479-000	SANDRA KAYE HARRIS	DALE RESOURCES, L.L.C.	12/22/2006	0.1590	D207024216
TX0143758-000	SANJA MOBLEY	DALE PROPERTY SERVICES, L.L.C.	3/24/2010	0.1460	D210078473
TX0120174-000	SCOTT R DAVIDSON	DALE PROPERTY SERVICES, L.L.C.	5/8/2008	0.1600	D208186104
TX0129469-000	SERGIO CANO & MARIA JUAREZ	DALE PROPERTY SERVICES, L.L.C.	7/8/2008	0.4130	D208283350
TX0043425-000	SHAWN WOLFE ET AL	PALOMA BARNETT, L.L.C.	12/18/2007	12.6150	D208012284
TX0150839-000	SHAWNDR A FONTENOT	CHESAPEAKE EXPLORATION, L.L.C.	2/15/2011	0.4790	D211042882
TX0069617-000	SHEILA R PERRY	DALE PROPERTY SERVICES, L.L.C.	2/20/2007	0.1370	D207145745
TX0149664-000	SHEREE & FREDDIE DAN JR LUCAS	CHESAPEAKE EXPLORATION, L.L.C.	12/7/2010	0.2020	D210307375
TX0149663-000	SHEREE & FREDDIE DAN JR LUCAS	CHESAPEAKE EXPLORATION, L.L.C.	12/7/2010	0.2200	D210307374
TX0098201-000	SHERWOOD TEXAS LP	DALE PROPERTY SERVICES, L.L.C.	10/4/2007	0.1690	D207403287
TX0147444-000	SHERWOOD TEXAS LTD PARTNERS	CHESAPEAKE EXPLORATION, L.L.C.	9/2/2010	0.2050	D210226174
TX0463570-000	SHERWOOD TEXAS LTD PARTNERS	CHESAPEAKE EXPLORATION, L.L.C.	9/2/2010	0.2130	D210226172
TX0132077-000	SKF UNLIMITED INC.	DALE PROPERTY SERVICES, L.L.C.	8/8/2008	0.1590	D208318393
TX0149660-000	SON THANH NGUYEN	CHESAPEAKE EXPLORATION, L.L.C.	12/2/2010	0.3820	D210307371
TX0122642-000	SOP COMMUNITY & ECONOMIC	DALE PROPERTY SERVICES, L.L.C.	5/22/2008	0.2910	D208200543
TX0047234-000	STANLEY H POWELL	PALOMA BARNETT, L.L.C.	12/27/2007	0.2720	D208061964
TX0073191-000	STOP SIX CHURCH OF CHRIST	DALE PROPERTY SERVICES, L.L.C.	5/16/2007	1.2550	D207182582
TX0047452-000	TAMMIE THOMAS	PALOMA BARNETT, L.L.C.	1/5/2008	0.1350	D208064088
TX0145492-000	TARRANT PROPERTIES, INC	DALE PROPERTY SERVICES, L.L.C.	6/2/2010	1.7280	D210141994
TX0093301-000	THE LAMPIN FAMILY TRUST	DALE PROPERTY SERVICES, L.L.C.	9/27/2007	0.9190	D207365012
TX0147525-000	TIFFANY GROUP LLC	CHESAPEAKE EXPLORATION, L.L.C.	9/3/2010	0.2470	D210223882
TX0119539-000	TIMOTHY WESLEY SHORTEN, SR	DALE PROPERTY SERVICES, L.L.C.	4/30/2008	0.1580	D208180524
TX0041910-000	TLP PROPERTIES, LLC	PALOMA BARNETT, L.L.C.	9/24/2007	3.2610	D207434744
TX0054092-000	TOMMIE & LORENZA MOORE	DALE RESOURCES, L.L.C.	11/21/2006	0.2720	D206405269
TX0057518-000	TONNY H & DOLLIE N RUSSELL	DALE PROPERTY SERVICES, L.L.C.	1/20/2007	0.2720	D207044920
TX0147478-000	VERDIE PEARSON ESTATE	CHESAPEAKE EXPLORATION, L.L.C.	8/30/2010	0.2260	D210222599
TX0143520-000	WILBERT & SELEEKER THOMPSON	DALE PROPERTY SERVICES, L.L.C.	3/19/2010	0.2670	D210071692
TX0044821-000	WILEY & EMMA JEAN MCDONALD	PALOMA BARNETT, L.L.C.	11/2/2007	0.1540	D208031461
TX0051586-000	WINNIE FAYE JOHNSON	DALE RESOURCES, L.L.C.	12/13/2006	0.1810	D207004206
TX0045729-000	WYNTRESS WARE	PALOMA BARNETT, L.L.C.	10/9/2007	0.2720	D208034114
TX0074005-000	STEPHANIE HALL AND JOSHUA HALL	DALE RESOURCES, L.L.C.	12/28/2006	0.1350	D207197196
TX0084496-000	ADELL AND ARMA MURPHY	DALE RESOURCES, L.L.C.	11/8/2007	0.8100	D207299153
PARTNER LEASE	SCOTT R. DAVIDSON	QUICKSILVER RESOURCES, INC.	1/16/2011	0.1730	D211039799
PARTNER LEASE	STOVALL AND MARGARET WILLIAMS	VANTAGE FORT WORTH ENERGY, L.L.C.	10/7/2010	0.2180	D210275871
PARTNER LEASE	ERMA ROLLINS	XTO ENERGY, INC.	7/2/2008	0.1580	D208374547
PARTNER LEASE	JOSE LUIS AND ELIZABETH HERNANDEZ	XTO ENERGY, INC.	5/30/2008	0.1490	D208307022

Lease Number	Lessor	Lessee	Lease Date	Acres	Entry
PARTNER LEASE	NICOLAS GUERRERO AND LORENA GUERRERO	XTO ENERGY, INC.	6/11/2008	0.1440	D208374537
PARTNER LEASE	SHARON L CLARKLEY	XTO ENERGY, INC.	6/30/2008	0.1660	D208371705
PARTNER LEASE	EVELYN LOUISE SIMMONS	XTO ENERGY, INC.	7/1/2008	0.1630	D208371700
PARTNER LEASE	ELENA RAMIREZ	XTO ENERGY, INC.	6/26/2008	0.1630	D208405245
PARTNER LEASE	HARVIE AND BERNICE MCGRIF	XTO ENERGY, INC.	5/17/2008	0.1490	D208306953
PARTNER LEASE	BENITO AND RAQUEL MORENO	GLENCREST RESOURCES, L.L.C.	5/19/2008	0.1740	D208435875
PARTNER LEASE	LUCIO AVELAR	GLENCREST RESOURCES, L.L.C.	8/23/2008	0.2130	D208383502
PARTNER LEASE	JOSE AND AMPARO CAMARILLO	GLENCREST RESOURCES, L.L.C.	3/10/2008	0.2160	D208245815
PARTNER LEASE	SOLEDAD TINOCO AND JUAN ESTRADA	GLENCREST RESOURCES, L.L.C.	5/31/2008	0.2930	D208275900
PARTNER LEASE	RICARDO AND ELSA ALVAREZ	GLENCREST RESOURCES, L.L.C.	6/7/2008	0.2160	D208275890
PARTNER LEASE	FREDDIE WHITE	GLENCREST RESOURCES, L.L.C.	5/10/2008	0.3580	D208179490
PARTNER LEASE	ISAAC PACHECO AND ELIZABETH LUNA	GLENCREST RESOURCES, L.L.C.	6/21/2008	0.4570	D208303266

Leases to be removed:

TX0065470-000	THELMA L. JONES	DALE PROPERTY SERVICES, L.L.C.	3/9/2007	0.1300	D207102280
TX0056088-000	ALMA & CEDRIC TARRANT	DALE RESOURCES, L.L.C.	12/18/2006	0.1350	D207022535
TX0058700-000	HELEN SLIDER	DALE PROPERTY SERVICES, L.L.C.	1/2/2007	0.1350	D207022869
TX0056639-000	AMORY YOUNG	DALE RESOURCES, L.L.C.	12/20/2006	0.1780	D207011483
TX0079870-000	KARINA WRIGHT	DALE PROPERTY SERVICES, L.L.C.	6/11/2007	0.4840	D207258907
TX0068378-000	DAVID HOADLEY	DALE PROPERTY SERVICES, L.L.C.	4/9/2007	0.1520	D207132902
TX0078918-000	DESHON HAYNES	DALE PROPERTY SERVICES, L.L.C.	1/2/2007	0.1740	D207024201
TX0051376-000	CEDRIC P & LENESEA THOMPSON	DALE RESOURCES, L.L.C.	12/6/2006	0.1370	D206409688
TX0077575-000	TRUCE E WILLIAMS	DALE PROPERTY SERVICES, L.L.C.	2/21/2007	0.1760	D207173340
TX0082569-000	BECKY FLORES & JUAN FERNANDEZ	DALE PROPERTY SERVICES, L.L.C.	6/20/2007	0.1380	D207283815
TX0099880-000	RICHARD BURNETT INC	DALE PROPERTY SERVICES, L.L.C.	9/27/2007	0.4720	D207418668
TX0139666-000	JOHN B MCKNIGHT DBA MCKNIGHT INVESTMENTS	DALE PROPERTY SERVICES, L.L.C.	7/6/2009	0.1380	D209179763
TX0107022-000	THOMAS STEPHENS	DALE PROPERTY SERVICES, L.L.C.	1/2/2008	0.1780	D208024657
TX0138203-000	JIMMIE L & LENORA A WARD	DALE PROPERTY SERVICES, L.L.C.	3/11/2009	0.1240	D209093455
TX0140403-000	BERNICE DONALD PACE	DALE PROPERTY SERVICES, L.L.C.	8/30/2009	0.1350	D209233396
TX0093337-000	CHARLES E. HARRIS	DALE PROPERTY SERVICES, L.L.C.	5/30/2007	0.4080	D207355118
TX0058427-000	DOROTHY ESAW	DALE PROPERTY SERVICES, L.L.C.	1/29/2007	0.1790	D207050006

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

End of Exhibit "A"

EXHIBIT "A"

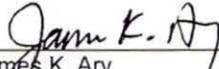
Attached and made a part of that First Correction to Declaration of Pooled Unit, MOUNT TABOR UNIT, limited to those lands insofar and only insofar as said Oil and Gas Leases covers lands within the Unit depicted in Exhibit "B". The original Mount Tabor Unit Exhibit "A" is hereby corrected to add the following leases

TRACT NO	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED	ADDITION	LOT	BLOCK
882	TX0051580-000	Alma Vaughn	Chesapeake Exploration, LLC	12/5/2006	D206407734	San Roe Addition	6A	4
456	TX0087960-00	Barbara J. Walker	Chesapeake Exploration, LLC	12/20/2006	D207323332	Midwest Addition	12	H
414	TX0060814-000	Belinda Wade	Chesapeake Exploration, LLC	1/31/2007	D207060004	Eastwood Addition	12	14
538	TX0058321-000	Berenice Gonzalez	Chesapeake Exploration, LLC	12/13/2006	D207018276	Sunshine Hill Addition	12	13
460	TX0051600-000	Bessie Maude Anderson	Chesapeake Exploration, LLC	12/18/2006	D207004229	Midwest Addition	16	H
861	TX0132071-000	Chance Housing Management Inc.	Chesapeake Exploration, LLC	8/8/2008	D208318387	San Roe Addition 2nd	22	3
505	TX0062714-000	Cresshaw Investors	Chesapeake Exploration, LLC	1/5/2007	D207079046	Sunshine Hill Addition	29	13
875	TX0071702-000	Curtis Minneweather	Chesapeake Exploration, LLC	1/5/2007	D207166266	San Roe Addition	7	1
445	TX0058039-000	Damon & Rosita Logan	Chesapeake Exploration, LLC	1/20/2007	D207047643	Eastwood Addition	12	12
864	TX0058483-000	Darnell & Shelly Odis	Chesapeake Exploration, LLC	1/26/2007	D207050020	San Roe Addition	8	4
440	TX0055750-000	Delta Sr & Nellia G. May	Chesapeake Exploration, LLC	12/26/2006	D207022528	Eastwood Addition	7	12
857	TX0061412-000	Eddie Vance	Chesapeake Exploration, LLC	1/8/2007	D207066087	San Roe Addition	18	3
407	TX0055440-000	Edmond & Gloria Prentice	Chesapeake Exploration, LLC	1/9/2007	D207028921	Eastwood Addition	3	15
879	TX0068854-000	Elizabeth R. Goss	Chesapeake Exploration, LLC	12/26/2006	D207138237	San Roe Addition	8	2
885	TX0056783-000	Esther Watkins Smoot	Chesapeake Exploration, LLC	12/4/2006	D207009709	San Roe Addition	14	2
415	TX0080146-000	Eula Faye George	Chesapeake Exploration, LLC	12/22/2006	D207024277	Midwest Addition	8	H
973	TX0481284-000	Fort Worth Housing Finance Corporation	Chesapeake Exploration, LLC	11/4/2009	D209314594	Eastcrest Addition	8	1
446	TX0086220-000	Francisco & Maria C Navarro	Chesapeake Exploration, LLC	1/31/2007	D207110407	Eastwood Addition	13	12
465	TX0058549-000	Friday A. Idehen	Chesapeake Exploration, LLC	12/29/2006	D207020869	Midwest Addition	3	A
509	TX0059056-000	Gertrude Langs Hall	Chesapeake Exploration, LLC	1/5/2007	D207022848	Sunshine Hill Addition	28	13
542	TX0056503-000	Harley Lee Nolen	Chesapeake Exploration, LLC	12/12/2006	D207011651	Sunshine Hill Addition	12	13
572	TX0055418-000	Henry D. & Luevuller Stafford	Chesapeake Exploration, LLC	11/27/2006	D207028650	Sunshine Hill Addition	12	12
478	TX0054250-000	Hubert & Joyce E. Powell Jr	Chesapeake Exploration, LLC	12/4/2006	D206408354	Midwest Addition	5	B
429	TX0068662-000	Jacqueline Smith	Chesapeake Exploration, LLC	1/23/2007	D207132879	Eastwood Addition	8	13
868	TX0058986-000	Jeffrey & Janice Nicholson	Chesapeake Exploration, LLC	12/22/2006	D207018342	San Roe Addition	3	1
851	TX0059663-000	Joan Lee Wilburn	Chesapeake Exploration, LLC	1/5/2007	D207055255	San Roe Addition	12	3
503	TX0064844-000	Josephine Johnson	Chesapeake Exploration, LLC	12/15/2006	D207096098	Sunshine Hill Addition	30	14
443	TX0058258-000	Juliet D. Turner	Chesapeake Exploration, LLC	1/25/2007	D207048699	Eastwood Addition	10	12
849	TX0056873-000	Katie Mae Malone	Chesapeake Exploration, LLC	12/27/2006	D207030724	San Roe Addition	10	3
856	TX0058984-000	Larry & Sherian Mayo	Chesapeake Exploration, LLC	12/23/2006	D207020884	San Roe Addition	17	3
854	TX0080449-000	Lawrence & Katherine Lawson	Chesapeake Exploration, LLC	12/26/2006	D207270941	San Roe Addition	15	3
398	TX0056741-000	Lawrence & Norma J. Richardson	Chesapeake Exploration, LLC	12/15/2006	D207009970	San Roe Addition	2R	7R

459	TX0063164-000	Lennie B. Redic	Chesapeake Exploration, LLC	1/7/2007	D207085932	Midwest Addition	15	H
454	TX0058640-000	Leroy Wilson	Chesapeake Exploration, LLC	12/19/2006	D207018257	Midwest Addition	10	H
871	TX0056574-000	Lois Mae Miller	Chesapeake Exploration, LLC	12/18/2006	D207011542	San Roe Addition	12	1
846	TX0053658-000	Londell & Helen Fields	Chesapeake Exploration, LLC	12/12/2006	D206406828	San Roe Addition	7	3
506	TX0056797-000	Louis S. Tate	Chesapeake Exploration, LLC	11/21/2006	D207009921	Sunshine Hill Addition	5	13
506	TX0053988-000	Louis Tate	Chesapeake Exploration, LLC	11/17/2006	D207004119	Sunshine Hill Addition	4	13
874	TX0063170-000	Luella & L.B. Newton	Chesapeake Exploration, LLC	1/9/2007	D207085927	San Roe Addition	6	1
403	TX0063171-000	Mable L. Williams-O'neal	Chesapeake Exploration, LLC	1/18/2007	D207085926	San Roe Addition	7	7R
534	TX0054898-000	Marilyn Tigner	Chesapeake Exploration, LLC	11/27/2006	D207018534	Sunshine Hill Addition	11	13
400	TX0058291-000	Mary S. Dever	Chesapeake Exploration, LLC	1/16/2007	D207048691	San Roe Addition	4A	7
453	TX0058501-000	Olivia Reed	Chesapeake Exploration, LLC	12/28/2006	D207018256	Midwest Addition	9	H
855	TX0056085-000	Patricia A. Scott	Chesapeake Exploration, LLC	12/22/2006	D207022538	San Roe Addition	16	3
547	TX0128728-000	Peter Snyder	Chesapeake Exploration, LLC	7/7/2008	D208275744	Hyde Park Addition	575	22
1088	TX0051555-000	Raymond Lee Williams	Chesapeake Exploration, LLC	12/1/2006	D206408350	Sunshine Hill Addition	32B	13
153	TX0051868-000	Rodney Allen	Chesapeake Exploration, LLC	11/20/2006	D206402507	Sunshine Hill Addition	B	12
399	TX0080795-000	Ruby J. Hobbs	Chesapeake Exploration, LLC	1/24/2007	D207275236	San Roe Addition	4B	7
393	TX0056807-000	Sales & Ruby Rubbs	Chesapeake Exploration, LLC	12/5/2006	D207009953	San Roe Addition	10B	1
392	TX0081479-000	Sandra Kaye Harris	Chesapeake Exploration, LLC	12/22/2006	D207024216	San Roe Addition	11R	1
324	TX0120174-000	Scott Davidson	Chesapeake Exploration, LLC	5/8/2008	D208186104	Oakwood Heights Addition	6	3
511	TX0054092-000	Tommie & Lorenza Moore	Chesapeake Exploration, LLC	11/21/2006	D206405269	Sunshine Hill Addition	28	14
537	TX0057518-000	Tony & Dollie Russell	Chesapeake Exploration, LLC	1/20/2007	D207044920	Sunshine Hill Addition	21	13
476	TX0054842-000	Willie Mae & Rufas Taylor	Chesapeake Exploration, LLC	11/30/2006	D207018531	Midwest Addition	10	A
428	TX0051586-000	Winnie Faye Johnson	Chesapeake Exploration, LLC	12/13/2006	D207004206	Eastwood Addition	7	13
583	TX0043425-000	Wolf, Shawn AKA Shawn Goodwin ET AL	Chesapeake Exploration, LLC	12/18/2007	D207025782	Sunshine Hill Addition	12	12

END OF EXHIBIT "A"

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company



James K. Ary
Vice President – Land
Chesapeake E&P Holding Corporation, Manager

JP
AB

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

Robert W. Kelly, II
Attorney-in-Fact

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

On this, the 9 day of October, 2013, before me the undersigned officer, personally appeared James K. Ary, who acknowledged himself to be the Vice President – Land of Chesapeake E&P, Sole Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, and that he as such Vice President – Land of the Manager signing for the LLC as Vice President – Land Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Vice President – Land of the Manager signing for the LLC as Vice President – Land Manager



Leslie Ann Billington

Notary Public in and for the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this _____ day of _____, 2013, by Robert W. Kelly, II, Attorney-in-Fact for **Larchmont Resources, L.L.C.**, an Oklahoma limited liability company.

Notary Public of the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this _____ day of _____, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

Notary Public in and for the State of Texas

EXHIBIT "A"

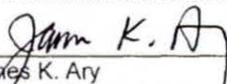
Attached to and made a part of that Corrected Declaration of Pooled Unit for the Mount Tabor Unit, effective as of recording date of the original Declaration of Pooled Unit and subsequent Amendments.

The original Mount Tabor Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted from the respective Exhibit "A" list of leases on the original Declaration of Pooled Unit, the First Amendment or Second Amendment to Declaration of Pooled Unit for the Mount Tabor Unit:

TRACT	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY #	DPU
1074	TX2205203-000	ANTONIO A. OCEGUEDA	DALE RESOURCES, L.L.C.	10/11/2006	D206342050	ORIGINAL
455	TX0108937-000	STEPHAN & KELLIE BLACK	DALE PROPERTY SERVICES, L.L.C.	1/2/2008	D208047715	ORIGINAL
502	TX0125129-000	REFUGIO & CATALINA MARRON	DALE PROPERTY SERVICES, L.L.C.	3/26/2008	D208175174	ORIGINAL
352	TX0117856-000	CHAPEL HEIGHTS PROPERTIES	DALE PROPERTY SERVICES, L.L.C.	4/1/2008	D208159065	ORIGINAL
194	TX0146374-000	EUGENE & DIAMOND SIMMONS	DALE PROPERTY SERVICES, L.L.C.	7/6/2010	D210175240	1ST AMENDMENT
492	42-004136-000	MARIA T. URTIZ	CHESAPEAKE EXPLORATION, LLC	2/8/2011	D211131982	1ST AMENDMENT
347	TX0152445-000	SAMUEL MUNOZ	CHESAPEAKE EXPLORATION, L.L.C.	4/16/2011	D211097856	1ST AMENDMENT
348	TX0152441-000	SAMUEL & OLIVIA MUNOZ	CHESAPEAKE EXPLORATION, L.L.C.	4/16/2011	D211097854	1ST AMENDMENT
816	TX0152488-000	ESTATE OF GENECA KAY MOORE	CHESAPEAKE EXPLORATION, L.L.C.	4/19/2011	D211097893	1ST AMENDMENT
404	42-004071-000	SONIA C. ROBINSON	CHESAPEAKE EXPLORATION, L.L.C.	4/28/2011	D211142894	1ST AMENDMENT
884	TX0153451-000	WENDY FAGGANS	CHESAPEAKE EXPLORATION, L.L.C.	5/16/2011	D211131450	1ST AMENDMENT
847	TX0153447-000	NPOT PARTNERS, LP	CHESAPEAKE EXPLORATION, L.L.C.	5/19/2011	D211161446	1ST AMENDMENT
947	TX0154461-000	MARGARET CROUCH	CHESAPEAKE EXPLORATION, L.L.C.	5/20/2011	D211176572	1ST AMENDMENT
MULTIPLE	TX0436293-000	SIDURI DEVELOPMENT, LLC	VANTAGE FORT WORTH ENERGY, L	6/1/2011	D211235865	1ST AMENDMENT
314	TX0425027-000	FORT WORTH ISD	CHESAPEAKE EXPLORATION, L.L.C.	6/8/2011	D211160687	1ST AMENDMENT
458	TX0153974-000	JANICE REED	CHESAPEAKE EXPLORATION, L.L.C.	6/16/2011	D211152033	1ST AMENDMENT
276	TX0154475-000	CRAIG C. PEAK	CHESAPEAKE EXPLORATION, L.L.C.	7/18/2011	D211177267	1ST AMENDMENT
919	42-004862-000	UMITH LENDING COMPANY	CHESAPEAKE EXPLORATION, LLC	8/3/2011	D211208065	1ST AMENDMENT
207	42-005821-000	HOME AMERICA, INC.	CHESAPEAKE EXPLORATION, L.L.C.	9/6/2011	D211222958	1ST AMENDMENT
486	42-006794-000	PRECISION CAPITAL, LP	CHESAPEAKE EXPLORATION, L.L.C.	9/19/2011	D211238027	1ST AMENDMENT
577	42-007795-000	GANIU BELLO	CHESAPEAKE EXPLORATION, L.L.C.	9/28/2011	D211254792	2ND AMENDMENT
406	42-008943-000	MOHAMMAD HAMAD	CHESAPEAKE EXPLORATION, L.L.C.	10/12/2011	D211259991	2ND AMENDMENT
549	42-008906-000	ASGHAR & AQILA RAZA	CHESAPEAKE EXPLORATION, L.L.C.	10/14/2011	D211255026	2ND AMENDMENT
MULTIPLE	42-044288-000	SHAWN WOLFE, TRUSTEE	CHESAPEAKE EXPLORATION, L.L.C.	10/18/2011	D211303637	2ND AMENDMENT
173	42-009700-000	TONY R. JONES	CHESAPEAKE EXPLORATION, L.L.C.	10/24/2011	D211283935	2ND AMENDMENT
MULTIPLE	42-045011-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION, L.L.C.	11/28/2011	D212006322	2ND AMENDMENT
MULTIPLE	42-045009-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION, L.L.C.	11/28/2011	D212006323	2ND AMENDMENT
9	42-044012-001	CHARLES GREEN	CHESAPEAKE EXPLORATION, LLC	11/29/2011	D211299112	2ND AMENDMENT

End of Exhibit "A"

Chesapeake Exploration, L.L.C.
an Oklahoma limited liability company



James K. Ary
Vice President – Land
Chesapeake E&P Holding Corporation, Manager

JB
BB

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

Robert W. Kelly, II
Attorney-in-Fact

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

On this, the 9 day of October, 2013, before me the undersigned officer, personally appeared James K. Ary, who acknowledged himself to be the Vice President – Land of Chesapeake E&P, Sole Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, and that he as such Vice President – Land of the Manager signing for the LLC as Vice President – Land Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Vice President – Land of the Manager signing for the LLC as Vice President – Land Manager.



Leslie Ann Bullington

Notary Public in and for the State of Oklahoma

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this _____ day of _____, 2013, by Robert W. Kelly II, Attorney-in-Fact for **Larchmont Resources, L.L.C.**, an Oklahoma limited liability company.

Notary Public in and for the State of Oklahoma

STATE OF TEXAS)
) §
COUNTY OF HARRIS)

This instrument was acknowledged before me on this _____ day of _____, 2013, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

Exhibit "A"

Attached to and made a part of that Third Amendment Declaration of Pooled Unit for the Mount Tabor Unit.

TRACT	CHK LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING
731	42-049267-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION, L.L.C.	2/27/2012	D212073228
939	42-051189-000	PHIL DURBIN	CHESAPEAKE EXPLORATION, L.L.C.	6/5/2012	D212155529
720	42-0007595-000	SPENCE BUCK & RUBY JO MITCHELL ESTATE	CHESAPEAKE EXPLORATION, LLC	2/25/2013	D213094575
1102	42-0007469-000	JOHN MCNEELY	CHESAPEAKE EXPLORATION, LLC	2/26/2013	D213061520
112	42-0007807-000	ANTOINETTE STINSON	CHESAPEAKE EXPLORATION, LLC	6/5/2013	D213166195
824	42-0007882-000	VIRGINIA L. KIZZEE	CHESAPEAKE EXPLORATION, LLC	6/7/2013	D213178043
16	42-0007937-000	NATHANIEL BARNES & JIMMIE G. ROSS	CHESAPEAKE EXPLORATION, LLC	6/11/2013	D213193073
317	42-0007911-000	ELENA RAMIREZ	CHESAPEAKE EXPLORATION, LLC	6/12/2013	D213182606
327	42-0007883-000	SOUTHWEST BANK	CHESAPEAKE EXPLORATION, LLC	6/17/2013	D213178044
355	42-0007862-000	DAVIS FAMILY LIVING REVOCABLE TRUST	CHESAPEAKE EXPLORATION, LLC	6/19/2013	D213178041
543	42-0007989-000	ADELL MURPHY	CHESAPEAKE EXPLORATION, LLC	7/10/2013	D213188633
End of Exhibit "A"					

Record & Return To:
 Chesapeake Operating, Inc.
 P.O. Box 18496
 Oklahoma City, OK 73154

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the above referenced effective dates of the corresponding original Declaration of Pooled Unit or Amendments.

CHESAPEAKE EXPLORATION, L.L.C.,
an Oklahoma limited liability company

James K. Ary
James K. Ary
Vice President - Land
Chesapeake E&P Holding Corporation, Manager

JKA
JKA
JB

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

Robert W. Kelly II, Attorney-in-Fact

TOTAL E&P USA, INC.
a Delaware corporation

Fabien Colmet Daage, Vice President
Business Development and Strategy

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this, 17 day of January, 2014, by James K. Ary, as Vice President - Land of Chesapeake E&P Holding Corporation, Manager of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, as the act and deed and on behalf of such corporation.

 **WHITNEY EVERHEART**
Notary Public
State of Oklahoma
Commission # 05007336 Expires 08/10/17

Whitney Everheart
Notary Public

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this _____ day of _____, 2014, by Robert W. Kelly II, Attorney-in-Fact of **Larchmont Resources, L.L.C.**, an Oklahoma limited liability company.

Notary Public of the State of Oklahoma

STATE OF TEXAS)
)
COUNTY OF HARRIS) §

This instrument was acknowledged before me on this _____ day of _____, 2014, by Fabien Colmet Daage as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

Notary Public in and for the State of Texas

EXHIBIT "A"

Attached to and made a part of that Corrected Declaration of Pooled Unit for the Mount Tabor Unit effective as of recording date of the original Declaration of Pooled Unit and subsequent Amendments.

The original Mount Tabor Unit Exhibit "A" is hereby corrected to ADD the following leases, which were inadvertently omitted to the Exhibit "A" list of leases on the First Amendment to Declaration of Pooled Unit & the Third Amendment to Declaration of Pooled Unit for the Mount Tabor Unit:

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	ENTRY	DPU
TX0152441-000	SAMUEL MUNOZ AND OLIVIA MUNOZ	CHESAPEAKE EXPLORATION, LLC	4/16/2011	D211097854	1ST AMENDMENT
TX0152445-000	SAMUEL MUNOZ	CHESAPEAKE EXPLORATION, LLC	4/16/2011	D211097856	1ST AMENDMENT
42-004071-000	SONIA C. ROBINSON	CHESAPEAKE EXPLORATION, LLC	4/28/2011	D211142894	1ST AMENDMENT
TX0436293-000	SIDURI DEVELOPMENT, LLC	VANTAGE FORT WORTH ENERGY, LLC	6/1/2011	D211235865	1ST AMENDMENT
TX0153968-000	19TH HOLE PRODUCTION, LLC	CHESAPEAKE EXPLORATION, LLC	6/8/2011	D211152024	1ST AMENDMENT
42-049267-000	CITY OF FORT WORTH	CHESAPEAKE EXPLORATION, LLC	2/27/2012	D212073228	3RD AMENDMENT

END OF EXHIBIT "A"

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

File No. MF 115440
~~Mount Tabor~~ Unit # 7176,
Mount Tabor
Date Filed: 10/24/14
Jerry E. Batterson, Commissioner
By M.A.

Unit 7176

DIVISION ORDER

MF115440

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

PROPERTY NO: 619735
EFFECTIVE: 1/22/2012
PREPARED BY: BECKY BRANDHORST
DATE PREPARED: 10/8/2013
PRODUCT/ZONE: OIL & GAS

This agreement is made and entered into on October 8, 2013.

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the oil, gas and related liquid hydrocarbons produced from the property described below:

OPERATOR: CHESAPEAKE OPERATING INC OWNER NO: 646157 INT TYPE: 2 (RI)
PROPERTY: MOUNT TABOR 1H OWNER: STATE OF TEXAS
LEGAL DESCRIPTION: 340.79 ACRES; G ASHABRANNER, A-7 UNIT ACRES: 340.790000
TARRANT, TX COMMENTS

Status	BPO Net Ac	BPO Lse NRI/RI	BPO Unit Int.	APO1 Net Ac	APO1 Lse NRI/RI	APO1 Unit Int.	APO2 Net Ac	APO2 Lse NRI/RI	APO2 Unit Int.
SS	0.200000	0.25000000	0.00014672						

DIVISION OF INTEREST

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The following provisions apply to each interest owner ("Owner") who executes this agreement:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interest set out above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities in the oil.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for oil runs within 60 days after the end of the month of production and for gas within 90 days after the end of the month of production from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100.00 may be accrued before disbursement until the total amount equals \$100.00, or until July 31st of each year, whichever occurs first. However, the Payor may hold accumulated proceeds of less than \$10.00 until production ceases, or the Payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the owner in accordance with such division of interest, including but not limited to attorney fees or judgments in connection with any suit that affects the owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party. In addition to the legal rights provided by the terms and provisions of this division order, an owner may have certain statutory rights under the laws of this state.

WITNESS SIGNATURE	SIGNATURE OF INTEREST OWNER	SOCIAL SECURITY/TAX ID NUMBER	MAILING ADDRESS FOR PAYMENT
HOME PHONE NUMBER	CELL PHONE NUMBER		CORRESPONDENCE ADDRESS
WORK PHONE NUMBER	FAX NUMBER		EMAIL ADDRESS

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.

THIS COPY CAN BE RETAINED FOR YOUR RECORDS

OWNER NO: 646157

10

File No. MF 115440

Division Order

Date Filed: 5/6/69

Jerry E. Patterson, Commissioner

By AT

10-11-73

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

UPA230126

Unit Number 12842
Operator Name TotalEnergies E&P Barnett USA, LLC **Effective Date** 11/29/2021
Customer ID C000089958 **Unitized For** Oil And Gas
Unit Name Mount Tabor Unit (5th Amendment) **Unit Term**
County 1 Tarrant **RRC District 1** 05 **Old Unit Number** 7176 **Inactive Status Date** 11/29/21
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Standard
State Net Revenue Interest Oil 0.00080239
State Part in Unit 0.00320956
Unit Depth Allow All Depths **Well**
From Depth **Formation**
To Depth **Participation Basis** Surface Acreage
If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF115440		0.990000	308.453500	0.00320956	O/G	0.25000000	0.00080239	No

API Number
4243933916, 4243936003

Remarks:

Unit 12842 amended and replaced Unit 7176 effective 11/29/2021 in order to remove unleased acreage from Unit. State TPF and NRI increased slightly.

Prepared By: MB **Prepared Date:** 8/10/23
GLO Base Updated By: MB **GLO Base Date:** 8/10/23
RAM Approval By: VD **RAM Approval Date:** 8/10/23
GIS By: RL **GIS Date:** 8/31/23
Well Inventory By: MB **WI Date:** 8/10/23



Texas General Land Office
 Commissioner Dawn Buckingham, M.D.
 1700 North Congress Avenue
 Austin, Texas 78711-2873

Amends &
 Replaces
 Unit 7176

Unit
 12842

STATE RIGHT OF WAY and/or COUNTY ROAD UNIT DESIGNATION

OPERATOR INFORMATION

Contact Name Jeremiah Johnson Phone _____
 Name of Pooled Unit Mount Tabor Unit (5th Amendment)
 Operator of Pooled Unit TEP Barnett USA, LLC County Tarrant
 Effective Date of Unit Declaration: ~~4/12/2010~~ 11/29/2021

SROW/CO. ROAD LEASE(S) IN UNIT

SROW/CoRd Lease MF No.	Lease Date	Term	Royalty	Total Acreage in SROW/CoRd Lease	SROW/CoRd Lease Acreage in Unit
MF115440	7/16/2013	1 yr	25%	.99	.99

part: 0.00320956
NRI: 0.00080239

Total SROW Acreage in Unit: 0.990000
 Total CoRd Acreage in Unit: _____
 Total Private Acreage in Unit: 307.463500
 Total Unit Acreage: 308.4535

State Roads Royalty Revenue Interest in Unit:	0.	0	0	0	8	0	2	3	9
---	----	---	---	---	---	---	---	---	---

County Roads Royalty Revenue Interest in Unit:	0.								
--	----	--	--	--	--	--	--	--	--

◆ Attach a plat showing the pooled unit outline, unit well(s) location, and SROW & CoRd lease tracts ◆

Type of Mineral Pooled: Oil Gas Oil & Gas
 Pooled Interval: All Depths Top Depth _____ Base Depth _____
 If pooling a Formation(s) please list Formation Name: _____
 RRC Field Name(s): Newark, East

UNIT WELLS

API # 4243933916 RRC ID# 257274
 API # 4243936003 RRC ID# 272246
 API # 4243937189 RRC ID# 292404 allocation well
 API # _____ RRC ID# _____

10

FIFTH AMENDMENT AND CORRECTION TO DECLARATION OF POOLED UNIT
MOUNT TABOR UNIT

STATE OF TEXAS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TARRANT

Reference is made to the following instruments:

1. That certain Declaration of Pooled Unit for the Mount Tabor Unit, effective 4/12/2010 and recorded 6/11/2010 as D210139970, with a counterpart filing recorded as D210152624, Official Public Records of Tarrant County, Texas ("DPU").
2. That certain First Amendment to Declaration of Pooled Unit for the Mount Tabor Unit, recorded 9/26/2011 as D211232509, Official Public Records of Tarrant County, Texas.
3. That certain Second Amendment to Declaration of Pooled Unit for the Mount Tabor Unit, recorded 1/9/2012 as D212006027, Official Public Records of Tarrant County, Texas.
4. That certain Corrected Declaration of Pooled Unit for the Mount Tabor Unit, recorded 5/2/2012 as D212104554, Official Public Records of Tarrant County, Texas.
5. That certain Third Amendment to Declaration of Pooled Unit for the Mount Tabor Unit, recorded 11/6/2013 as D213288009, with a counterpart filing recorded as D214121986, Official Public Records of Tarrant County, Texas.
6. That certain Corrected Declaration of Pooled Unit for the Mount Tabor Unit, recorded 11/6/2013 as D213288010, with a counterpart filing recorded as D214122223, Official Public Records of Tarrant County, Texas.
7. That certain Corrected Declaration of Pooled Unit for the Mount Tabor Unit, recorded 2/7/2014 as D214024710, with a counterpart filing recorded as D214093089, Official Public Records of Tarrant County, Texas.
8. That certain Fourth Amendment to Declaration of Pooled Unit for the Mount Tabor Unit, recorded 1/9/2015 as D215005008, Official Public Records of Tarrant County, Texas.
9. That certain Corrected Declaration of Pooled Unit for the Mount Tabor Unit, recorded 1/9/2015 as D215005010, Official Public Records of Tarrant County, Texas.
10. That certain Corrected Declaration of Pooled Unit for the Mount Tabor Unit, recorded 12/30/2015 as D215289498, Official Public Records of Tarrant County, Texas.

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

RECITALS

WHEREAS, the undersigned desire to amend and correct the Exhibit "A" of the DPU to include additional leases within the Unit Area and to amend the Exhibit "B" legal description of the DPU to change the size and configuration of the Unit Area; and

WHEREAS, each of the leases authorized the undersigned Lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land, lands, lease, or leases, to form a pooled unit of the size prescribed or permitted under the rules or regulations of the appropriate governmental authority for the exploration development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the leases; and

WHEREAS, the pooling, unitization and combination of the leases and mineral estates to the extent necessary to form the pooled unit were necessary and advisable in the judgment of the undersigned; and

WHEREAS, This Agreement may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual benefits to be

D222009771
01/11/2022 12:18 PM Page: 1 of 10 Fees: \$55.00
AGREEMENT
SUBMITTER: DLS ACQUISITIONS, L.P. (DALE RESOURCES)

Mary Louise Nicholson
COUNTY CLERK

derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

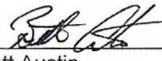
1. Exhibit "A" of the DPU is hereby amended and corrected to include certain oil and gas leases as identified on Exhibit "A" attached hereto.
2. Exhibit "B" of the DPU is hereby deleted in its entirety and replaced with the Exhibit "B" attached hereto.
3. The Unit Area is being amended from 340.79 acres to **308.4535 acres** as described in Exhibit "B" attached hereto.

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

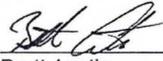
EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes as of the first date of acknowledgment below.

[signature pages follow]

TotalEnergies E&P USA Barnett 1, LLC
a Delaware limited liability company

By:  19
Brett Austin
Vice President – Land

TotalEnergies E&P USA Barnett 2, LLC
a Delaware limited liability company

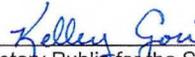
By:  19
Brett Austin
Vice President - Land

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this 29th day of November, 2021,
by Brett Austin, Vice President - Land of TotalEnergies E&P USA Barnett 1, LLC, a Delaware limited
liability company, as the act and deed on behalf of such limited liability company.

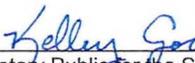



Notary Public for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this 29th day of November, 2021,
by Brett Austin, Vice President - Land of TotalEnergies E&P USA Barnett 2, LLC, a Delaware limited
liability company, as the act and deed on behalf of such limited liability company.




Notary Public for the State of Texas

BKV Barnett, LLC

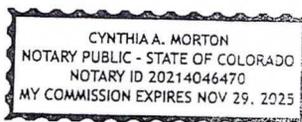
By: [Signature]
Name: Matt Johnson
Title: VP - LAND & Corp Dev

ACKNOWLEDGMENT

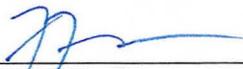
STATE OF COLORADO §
 §
COUNTY OF ARAPAHOE §

The foregoing instrument was acknowledged before me on this 4th day of January, 2022,
by Matt Johnson, VP - LAND & Corp of BKV Barnett, LLC, a Delaware limited liability
company, as the act and deed on behalf of such limited liability company.

[Signature]
Notary Public for the State of Colorado



MORENO ENERGY, INC.

By: 
F. Fox Benton, III
President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 14th day of December, 2021, by F. Fox Benton, III, as President of MORENO ENERGY, INC. a Texas corporation, as the act and deed on behalf of such corporation.



Heidi Thomas Schulte
Notary Public for the State of Texas

EXHIBIT "A"

Attached to and made a part of that Fifth Amendment and Correction to Declaration of Pooled Unit for the MOUNT TABOR UNIT.

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

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED	LEGAL	BLK	LOT
TX0154481-000	ROGELIO ACOSTA	CHESAPEAKE EXPLORATION, LLC	7/20/2011	D211177271	OAKWOOD HEIGHTS	3	14
TX0140840-000	ROY MINOR	DALE PROPERTY SERVICES, LLC	9/17/2009	D209248913	EASTWOOD ADDITION	31	8
TX0154470-000	NEDRA JONES	CHESAPEAKE EXPLORATION, LLC	7/19/2011	D211176581	SAN ROE ADDITION	3	21
TX0154457-000	NELL JOYCE HIRLINGER A/K/A MONROE HIRLINGER	CHESAPEAKE EXPLORATION, LLC	5/7/2011	D211176570	EDGEWOOD TERRACE	9; 8	3-4; 3-8 & 15-16
TX0154460-000	JEAN PAMEY MARKEY ACTING BY AND THROUGH HER AUTHORIZED AGENT AND	CHESAPEAKE EXPLORATION, LLC	6/15/2011	D211176571	EDGEWOOD TERRACE	9; 8	3-4; 3-8 & 15-16
42-004875-001	LEIGHANNE CROUCH SCHEUERMANN	CHESAPEAKE EXPLORATION, LLC	8/9/2011	D211210807	EDGEWOOD TERRACE	9; 8	3-4; 3-8 & 15-16

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

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDED	LEGAL	BLK	LOT
TX7770467-000	REBA DELORES MOORE	TOTAL E&P USA BARNETT, LLC	7/29/2019	D219172306	EASTWOOD ADDITION	6	30
TX7770475-000	JANET M REED	TOTAL E&P USA BARNETT, LLC	8/23/2019	D219191766	EASTWOOD ADDITION	11	20-R
TX7770464-000	PEREZ ELITE HOLDING, LLC	TOTAL E&P USA BARNETT, LLC	9/5/2019	D219203786	EASTWOOD ADDITION	11	21-R
TX7770802-001	MACONDO HOLDING CORPORATION	TOTAL E&P USA BARNETT, LLC	4/26/2021	D221125644	OAKWOOD HEIGHTS	4	3
TX7770485-000	FRANCISCO OLMOS	TOTAL E&P USA BARNETT, LLC	8/12/2019	D219179477	OAKWOOD HEIGHTS	4	5
TX7770749-000	GLORIA CENICEROS	TOTAL E&P USA BARNETT, LLC	3/5/2021	D221062073	OAKWOOD HEIGHTS	2	10
TX7770378-002	LYNN DANG	TOTAL E&P USA BARNETT, LLC	6/26/2019	D219138682	EASTWOOD ADDITION	14	13-16
TX7770378-003	BAO QUANG TRAN	TOTAL E&P USA BARNETT, LLC	6/28/2019	D219143468	EASTWOOD ADDITION	14	13-16
TX7770378-001	STEPHAN VAN DANG	TOTAL E&P USA BARNETT, LLC	6/26/2019	D219138683	EASTWOOD ADDITION	14	13-16
TX7770476-000	RITA DAVIS & TOMMY DAVIS	TOTAL E&P USA BARNETT, LLC	8/22/2019	D219191768	EASTWOOD ADDITION	13	23
TX7770486-000	FRANCISCO TORRES	TOTAL E&P USA BARNETT, LLC	8/8/2019	D219179476	SUNSHINE HILL	13	6
TX7770823-000	3538 BURTON, A SERIES OF NEXTERA PROPERTIES, LLC	TOTAL E&P USA BARNETT, LLC	5/3/2021	D221167614	SUNSHINE HILL	13	26
TX7770374-000	CAMILLA GALLEGOS	TOTAL E&P USA BARNETT, LLC	6/11/2019	D219126264	SUNSHINE HILL	14	7
TX7770480-000	TRACY L PORTER	TOTAL E&P USA BARNETT, LLC	8/19/2019	D219186639	SUNSHINE HILL	14	11
TX7770750-000	TRACY L PORTER	TOTAL E&P USA BARNETT, LLC	3/8/2021	D221062074	SUNSHINE HILL	12	C
TX7770530-000	ESSC HOLDINGS CORP	TOTAL E&P USA BARNETT, LLC	12/4/2019	D219288245	EASTWOOD ADDITION	2	17
TX7770751-001	FLORIDA FUNDING CORPORATION	TOTAL E&P USA BARNETT, LLC	3/10/2021	D221072919	EDGEWOOD TERRACE	8	16C
TX7770538-001	MICHAEL PHILLIPS	TOTAL E&P USA BARNETT, LLC	10/31/2019	D219253477	EDGEWOOD TERRACE	8	16E
42-0008658-005	RIO PEQUENO, LLC	TOTAL E&P USA BARNETT, LLC	5/5/2021	D221143082	EDGEWOOD TERRACE	9-R-A	3
42-0008658-002	WHITE STAR ENERGY INC	TOTAL E&P USA BARNETT, LLC	2/18/2021	D221045060	EDGEWOOD TERRACE	9-R-A	3
42-0008658-003	PECOS BEND ROYALTIES, LLLP	TOTAL E&P USA BARNETT, LLC	3/8/2021	D221072920	EDGEWOOD TERRACE	9-R-A	3
TX7770468-001	SILVERADO OIL AND GAS, LLP	TOTAL E&P USA BARNETT, LLC	7/30/2019	D219172305	EDGEWOOD TERRACE	9-R-A	3
42-0008658-004	THE HENRY L CULLINS AND BEVERLY S CULLINS REVOCABLE LIVING TRUST	TOTAL E&P USA BARNETT, LLC	3/11/2021	D221077944	EDGEWOOD TERRACE	9-R-A	3
TX7770375-000	ROSALIND L GUESS	TOTAL E&P USA BARNETT, LLC	6/17/2019	D219130527	EASTCREST ADDITION	1	5
TX7770911-000	CITY OF FORT WORTH	TOTALENERGIES E&P USA BARNETT 1, LLC	10/19/2021	D221329844	PART OF BERRY ST & MILLER AVE		
TX7770908-000	CITY OF FORT WORTH	TOTALENERGIES E&P USA BARNETT 1, LLC	10/18/2021	D221329843	PART OF BERRY ST		

End of Exhibit "A"

EXHIBIT "B"

Attached to and made a part of that Fifth Amendment and Correction to Declaration of Pooled Unit for the MOUNT TABOR UNIT.

Being **308.4535 acres** out of a 340.793 acre unit of land, more or less, lying and being situated in The City of Fort Worth, Tarrant County, Texas in the J. Tuell Survey, A-1530, the R. R. Ramey Survey, A-1342, the G. J. Ashbranner Survey, A-7, and in the G. W. Coonrod Survey, A-291, and being more particularly described as follows:

BEGINNING at the centerline intersection of Coleman Avenue and Avenue N, for the most northerly, northeast corner of this unit and having Texas Coordinate System of 1927 Values of X=2,074,019.5 and Y=384,520.5;

THENCE along the easterly perimeter of this unit, as follows:

South 00 degrees 05 minutes 11 seconds West, 385.74 feet;
South 03 degrees 15 minutes 17 seconds West, 448.72 feet;
South 89 degrees 30 minutes 13 seconds East, 1098.14 feet;
South 00 degrees 13 minutes 04 seconds East, 209.44 feet;
South 89 degrees 48 minutes 43 seconds East, 156.98 feet to a 3/4" iron pipe found;
South 05 degrees 08 minutes 25 seconds West, 60.18 feet to a 1/2" iron rod found;
South 00 degrees 11 minutes 57 seconds East, 392.23 feet;
South 89 degrees 42 minutes 02 seconds East, 164.62 feet;
South 00 degrees 20 minutes 53 seconds West, 332.77 feet;
South 89 degrees 39 minutes 08 seconds East, 144.53 feet to a 3/8" iron rod found;
South 00 degrees 18 minutes 34 seconds East, 140.41 feet;
North 89 degrees 44 minutes 27 seconds East, 85.36 feet;
South 00 degrees 13 minutes 59 seconds East, 145.02 feet;
North 89 degrees 47 minutes 32 seconds East, 72.78 feet;
South 14 degrees 19 minutes 01 seconds East, 167.38 feet;
Along a clockwise curve, having a radius of 293.90 feet, an arc length of 102.02 feet, and a chord of North 79 degrees 47 minutes 11 seconds East, 101.51 feet;
North 89 degrees 43 minutes 52 seconds East, 28.61 feet;
South 00 degrees 16 minutes 08 seconds East, 145.00 feet;
North 89 degrees 43 minutes 52 seconds East, 91.53 feet;
South 42 degrees 16 minutes 59 seconds East, 47.11 feet;
South 00 degrees 16 minutes 08 seconds East, 109.97 feet;
North 89 degrees 43 minutes 52 seconds East, 125.01 feet;
South 00 degrees 16 minutes 02 seconds East, 295.00 feet;
North 89 degrees 43 minutes 52 seconds East, 145.59 feet;
North 00 degrees 07 minutes 25 seconds West, 43.28 feet;
South 89 degrees 37 minutes 05 seconds East, 1175.67 feet; and
South 00 degrees 00 minutes 15 seconds East, 879.90 feet to the most easterly southeast corner of this unit, being in Village Creek Road;

THENCE along the southerly perimeter of this unit, as follows:

South 89 degrees 59 minutes 45 seconds West, 12.57 feet;
North 66 degrees 51 minutes 28 seconds West, 657.36 feet;
Along a counterclockwise curve, having a radius of 174.98 feet, an arc length of 64.84 feet, and a chord of North 78 degrees 10 minutes 38 seconds West, 64.47 feet;
North 89 degrees 19 minutes 23 seconds West, 77.21 feet;
South 00 degrees 02 minutes 53 seconds West, 397.28 feet to a 3/8" iron rod found;
North 89 degrees 38 minutes 48 seconds West, 254.12 feet to a 1/2" iron rod found;
South 10 degrees 40 minutes 23 seconds West, 44.57 feet;
Along a counterclockwise curve, having a radius of 864.50 feet, an arc length of 160.96 feet, and a chord of North 84 degrees 39 minutes 39 seconds West, 160.73 feet;
North 89 degrees 56 minutes 06 seconds West, 990.37 feet;
South 00 degrees 06 minutes 18 seconds East, 195.92 feet;
South 89 degrees 43 minutes 25 seconds West, 137.49 feet;
South 00 degrees 06 minutes 18 seconds East, 174.92 feet;
South 89 degrees 53 minutes 42 seconds West, 42.71 feet;
North 00 degrees 08 minutes 08 seconds West, 162.81 feet;
South 89 degrees 18 minutes 23 seconds West, 209.99 feet;
South 00 degrees 11 minutes 32 seconds East, 70.02 feet;
North 87 degrees 20 minutes 04 seconds West, 143.92 feet;
Along a counterclockwise curve, having a radius of 961.05 feet, an arc length of 41.16 feet, and a chord of South 01 degrees 30 minutes 14 seconds West, 41.16 feet;
South 00 degrees 10 minutes 45 seconds West, 28.80 feet;
North 89 degrees 43 minutes 23 seconds West, 155.67 feet;
South 00 degrees 16 minutes 23 seconds West, 60.00 feet;
North 89 degrees 43 minutes 23 seconds West, 157.38 feet;
South 00 degrees 16 minutes 37 seconds West, 60.00 feet;
North 89 degrees 43 minutes 23 seconds West, 156.61 feet;
South 00 degrees 16 minutes 25 seconds West, 60.00 feet;

North 89 degrees 43 minutes 23 seconds West, 314.20 feet;
 South 00 degrees 15 minutes 28 seconds West, 17.69 feet; and
 North 89 degrees 47 minutes 11 seconds West, 155.27 feet to the most southerly southwest corner of this unit, being in Pate Drive;

THENCE along the westerly perimeter of this unit, as follows:

North 00 degrees 14 minutes 29 seconds East, 44.90 feet;
 North 89 degrees 30 minutes 26 seconds West, 145.80 feet;
 North 00 degrees 29 minutes 34 seconds East, 143.54 feet;
 North 89 degrees 30 minutes 26 seconds West, 130.00 feet;
 North 00 degrees 29 minutes 34 seconds East, 143.27 feet;
 North 89 degrees 30 minutes 26 seconds West, 119.78 feet;
 North 00 degrees 24 minutes 50 seconds East, 143.08 feet to a 5/8" iron rod found;
 North 89 degrees 33 minutes 23 seconds West, 209.65 feet;
 North 00 degrees 00 minutes 10 seconds West, 119.70 feet;
 North 89 degrees 19 minutes 10 seconds West, 195.27 feet;
 North 00 degrees 06 minutes 26 seconds East, 301.08 feet;
 North 89 degrees 36 minutes 00 seconds West, 167.58 feet;
 North 00 degrees 31 minutes 28 seconds East, 312.35 feet;
 Along a clockwise curve, having a radius of 250.00 feet, an arc length of 47.09 feet, and a chord of North 70 degrees 07 minutes 20 seconds West, 47.02 feet;
 North 64 degrees 43 minutes 32 seconds West, 82.00 feet;
 Along a counterclockwise curve, having a radius of 250.00 feet, an arc length of 56.33 feet, and a chord of North 71 degrees 10 minutes 48 seconds West, 56.21 feet;
 North 00 degrees 31 minutes 28 seconds East, 155.12 feet;
 North 89 degrees 40 minutes 35 seconds West, 114.80 feet;
 North 00 degrees 31 minutes 28 seconds East, 150.00 feet;
 North 89 degrees 51 minutes 22 seconds West, 73.22 feet;
 North 00 degrees 15 minutes 53 seconds East, 86.06 feet;
 North 89 degrees 44 minutes 07 seconds West, 145.00 feet;
 North 00 degrees 15 minutes 53 seconds East, 174.00 feet;
 North 89 degrees 44 minutes 07 seconds West, 221.59 feet;
 North 00 degrees 16 minutes 25 seconds East, 203.09 feet;
 North 89 degrees 39 minutes 06 seconds West, 98.70 feet;
 North 00 degrees 18 minutes 53 seconds East, 185.10 feet;
 North 89 degrees 41 minutes 10 seconds West, 142.88 feet;
 North 00 degrees 07 minutes 51 seconds East, 75.09 feet;
 North 89 degrees 52 minutes 09 seconds West, 100.00 feet;
 North 00 degrees 07 minutes 51 seconds East, 195.60 feet;
 North 89 degrees 52 minutes 09 seconds West, 240.00 feet;
 North 00 degrees 07 minutes 51 seconds East, 235.76 feet;
 North 89 degrees 52 minutes 09 seconds West, 166.00 feet;
 North 00 degrees 07 minutes 51 seconds East, 812.54 feet;
 North 89 degrees 52 minutes 25 seconds West, 10.82 feet;
 North 00 degrees 09 minutes 22 seconds East, 434.99 feet;
 North 89 degrees 50 minutes 43 seconds West, 10.00 feet; and
 North 00 degrees 03 minutes 28 seconds East, 323.59 feet to the northwest corner of this unit, being in Avenue N;

THENCE along the northerly perimeter of this unit, as follows, being in Avenue N:

South 89 degrees 50 minutes 26 seconds East, 1885.99 feet;
 North 81 degrees 17 minutes 45 seconds East, 318.76 feet;
 Along a clockwise curve, having a radius of 1888.98 feet, an arc length of 306.58 feet, and a chord of North 85 degrees 56 minutes 43 seconds East, 306.25 feet; and
 South 89 degrees 35 minutes 22 seconds East, 149.24 feet to the PLACE OF BEGINNING, containing 340.793 ACRES of land, more or less.

Reference is hereby made to a separate plat of the subject unit.
 Bearings are based on the Texas Coordinate System of 1927, North Central Zone 4202, as obtained by GPS observations.

LESS, SAVE AND EXCEPT the following described 32.3395 acres of land:

TRACT	ACRES	ADDITION/SURVEY	BLK	LOT/TRACT	PARCEL ID
7	0.3100	EDGEWOOD TERRACE	2	7	11030-2-7
25	0.1700	EDGEWOOD TERRACE	1	6-R	11030-1-6R
67	0.2100	EASTWOOD ADDITION	5	10	10760-5-10
70	0.2100	EASTWOOD ADDITION	6	10	10760-6-10
105	0.3100	EASTWOOD ADDITION	11	3	10760-11-3
116	0.2200	EASTWOOD ADDITION	9	9	10760-9-9
122	0.2100	EASTWOOD ADDITION	6	4	10760-6-4
130	0.2100	EASTWOOD ADDITION	6	31	10760-6-31

TRACT	ACRES	ADDITION/SURVEY	BLK	LOT/TRACT	PARCEL ID
134	0.2100	EASTWOOD ADDITION	6	27	10760-6-27
135	0.2100	EASTWOOD ADDITION	6	26	10760-6-26
152	0.3400	EASTWOOD ADDITION	10	4	10760-10-4
172	0.2100	EASTWOOD ADDITION	10	20	10760-10-20
187	0.3400	EASTWOOD ADDITION	9	16-R	10760-9-16R
188	0.3400	EASTWOOD ADDITION	9	15-R	10760-9-15R
193	2.6300	EASTWOOD ADDITION	A		10760-A
206	0.2500	EASTOVER SECOND FILING	1	12	10720-1-12
209	0.1800	EASTOVER SECOND FILING	1	15	10720-1-15
237	0.2100	EASTOVER SECOND FILING	2	20	10720-2-20
250	0.2200	EASTOVER SECOND FILING	3	5	10720-3-5
254	0.2200	EASTOVER SECOND FILING	3	20	10720-3-20
261	0.0633	Being the unleased portion of a tract in EASTOVER SECOND FILING	3	17	10720-3-17
266	0.1900	EASTOVER SECOND FILING	3	14	10720-3-14
268	0.1800	Part of MILLER AVE in EASTOVER			ROW
269	0.3200	EASTOVER		44 & pt of 45	10720--44-30
270	0.2200	EASTOVER		43	10720--43
277	0.2300	EASTOVER		36	10720--36
279	0.2100	EASTOVER		34	10720--34
288	0.1728	Being the unleased portion of a tract in OAKWOOD HEIGHTS	4	3	30960-4-3
293	0.2400	OAKWOOD HEIGHTS	4	8	30960-4-8
296	0.2300	EASTOVER		27	10720--27
308	0.2300	EASTOVER		14	10720--14
309	0.2300	EASTOVER		13	10720--13
316	0.2000	OAKWOOD HEIGHTS	3	13	30960-3-13
319	0.2000	OAKWOOD HEIGHTS	3	10	30960-3-10
328	0.0667	Being the unleased portion of a tract in OAKWOOD HEIGHTS	3	2	30960-3-2
332	0.2000	OAKWOOD HEIGHTS	2	11	30960-2-11
335	0.2900	OAKWOOD HEIGHTS	2	8	30960-2-8
338	0.2000	OAKWOOD HEIGHTS	2	3	30960-2-3
341	0.2000	OAKWOOD HEIGHTS	2	6	30960-2-6
356	0.1800	PAT B. BROWER HEIGHTS ADDITION	2	27	3940-2-27
363	0.1800	PAT B. BROWER HEIGHTS ADDITION	2	20	3940-2-20
364	0.1800	PAT B. BROWER HEIGHTS ADDITION	2	19	3940-2-19
365	0.3000	PAT B. BROWER HEIGHTS ADDITION	2	18	3940-2-18
372	0.2100	EASTWOOD ADDITION	3	5	10760-3-5
383	0.2100	EASTWOOD ADDITION	3	16	10760-3-16
389	0.2300	EASTWOOD ADDITION	4	12	10760-4-12
391	0.2100	EASTWOOD ADDITION	4	14	10760-4-14
401	1.1700	SAN ROE ADDITION	6-R	1 & 1A	37275-6R-1
413	0.2200	EASTWOOD ADDITION	14	11	10760-14-11
425	0.2200	EASTWOOD ADDITION	13	22	10760-13-22
437	0.2700	EASTWOOD ADDITION	13	16	10760-13-16
439	0.3400	EASTWOOD ADDITION	13	S pt of 17 & 18	10760-13-17-30
468	0.2900	MIDWEST ADDITION	A	6	25980-A-6
470	0.1800	MIDWEST ADDITION	B	3	25980-B-3
471	0.1800	MIDWEST ADDITION	B	2	25980-B-2
473	0.2300	MIDWEST ADDITION	A	7	25980-A-7
477	0.2100	MIDWEST ADDITION	B	6	25980-B-6
480	0.3000	SUNSHINE HILL	B	1	40950-B-1
488	0.3000	SUNSHINE HILL	D	1	40950-D-1
508	0.3400	SUNSHINE HILL	14	PART OF 4	40950-13-4
524	0.4600	SUNSHINE HILL	14	8	40950-14-8
525	0.4600	SUNSHINE HILL	13	24	40950-13-24
535	0.4600	SUNSHINE HILL	14	22	40950-14-22
544	0.4500	SUNSHINE HILL	14	13	40950-14-13
545	0.3200	SUNSHINE HILL	13	A	40950-13-A
558	1.2900	SUNSHINE HILL	14	15 & 16	40950-14-15
579	0.1700	B JACKSON ADDITION	1	3	21370-1-3
590	0.1500	B JACKSON ADDITION	1	14	21370-1-14
603	0.1900	B JACKSON ADDITION	1	19	21370-1-19
607	0.2900	B JACKSON ADDITION	3	1	21370-3-1
608	0.2100	B JACKSON ADDITION	3	2	21370-3-2
622B	0.1300	Part of MILLER AVE IN B JACKSON			ROW

TRACT	ACRES	ADDITION/SURVEY	BLK	LOT/TRACT	PARCEL ID
629	0.1900	B JACKSON ADDITION	3	23	21370-3-23
637B	0.1200	Part of MILLER AVE IN B JACKSON			ROW
670	0.1900	B JACKSON ADDITION	7	14	21370-7-14
674	0.2300	B JACKSON ADDITION	2	1	21370-2-1
680	0.1700	B JACKSON ADDITION	2	7	21370-2-7
701	0.2100	B JACKSON ADDITION	4	13	21370-4-13
713	0.3000	B JACKSON ADDITION	6	8	21370-6-8
738	0.3000	B JACKSON ADDITION	10	1	21370-10-1
739	0.2200	B JACKSON ADDITION	10	2	21370-10-2
762	0.1067	Being the unleased portion of a tract in EASTWOOD ADDITION	31	8	10760-31-8
804	0.4200	EASTWOOD ADDITION	11	12	10760-11-12
805	0.2100	EASTWOOD ADDITION	11	13-R	10760-11-13R
806	0.2100	EASTWOOD ADDITION	11	14-R	10760-11-14R
817	0.2200	EASTWOOD ADDITION	1	7	10760-1-7
820	0.2200	EASTWOOD ADDITION	1	10	10760-1-10
822	0.2100	EASTWOOD ADDITION	2	2	10760-2-2
827	0.2100	EASTWOOD ADDITION	2	7	10760-2-7
834	0.2100	EASTWOOD ADDITION	2	22	10760-2-22
867	0.2200	SAN ROE ADDITION	1	2	37270-1-2
872	0.3600	SAN ROE ADDITION	1	4-A	37270-1-4A
888	0.2100	SAN ROE ADDITION	2	11	37265-2-11
890	0.3700	G J ASSABRANNER SVY, A-7		TR 2A	A 7-2A
893A	0.1000	Part of MILLER AVE			ROW
897	0.0500	Being the unleased portion of a tract in EDGEWOOD TERRACE	7	4	11030-7-4
960	0.0200	Being the unleased portion of a tract in EDGEWOOD TERRACE	9-R-A	3	11030-9RA-3
986	0.1000	Being the unleased portion of a tract in EDGEWOOD TERRACE	6	5	11030-6-5
995	0.1900	EDGEWOOD TERRACE	6	14	11030-6-14
998	0.3200	EDGEWOOD TERRACE	6	17	11030-6-17
1020	0.1900	EDGEWOOD TERRACE	5	8	11030-5-8
1033	0.2600	EDGEWOOD TERRACE	4	10	11030-4-10
1038	0.1900	EDGEWOOD TERRACE	4	15	11030-4-15
1067	0.3500	EDGEWOOD TERRACE	10	13	11030-10-13
1069	0.1700	OAKWOOD HEIGHTS	4	A	30960-4-A
1070	0.2900	SUNSHINE HILL	B	15	40950-B-15
1076	0.3000	SUNSHINE HILL	B	9	40950-B-9
1083	0.2000	SUNSHINE HILL	D	12	40950-D-12
1091	0.2900	SUNSHINE HILL	14	A	40950-14-A
1095	0.0600	EASTWOOD ADDITION	13	PART OF 17	ROW
1096	0.8000	Part of VILLAGE CREEK ROAD			ROW
1097	1.4500	Part of BERRY ST & MILLER AVE			ROW
1098	0.2000	Part of BERRY ST & EDGWOOD TERRACE			ROW
1099	0.0700	Part of BERRY ST & EDGWOOD TERRACE			ROW
1100	0.0200	Part of BERRY ST			ROW

Leaving 308.4535 total unit acres of land, more or less.

End of Exhibit "B"



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
01/11/2022 12:18 PM

D222009771
AGREEMENT
Pages: 10
Fees: \$55.00

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

File No. MF 115440

Tarrant County

Unit 12842 (5th Amend)

Date Filed: 8/10/23

Commissioner Dawn Buckingham, M.D.

By: MB Baumstone



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

iNut No. 12845

GENERAL INFORMATION

Name of Well: Anderson MIPA Unit 3H (alloc) _____ API # 42-439-37188
 Name of Operator: TEP Barnett USA, LLC _____ RRC # 09-292097
 Operator Contact Person: Tarra Kersh _____ Phone: 817-720-1162
 County: Tarrant _____

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON PRODUCTIVE LATERAL LENGTH

Lease Type	Unit/Lease No	Total Lateral Length	Unit Lateral Length	Unit or Lease Ryilty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
HROW	12843/MF115292	6,779.04	4,158.28	0.00028076	0.25000000	0.00068888	0.00017222
HROW	12843/MF120413	6,779.04	4,158.28	0.00107103	0.25000000	0.00262789	0.00065697
HROW	12842/MF115440	6,779.04	710.080	0.00080239	0.25000000	0.00033619	0.00008405
HROW	11881/MF115596	6,779.04	81.760	0.00055194	0.25000000	0.00002663	0.00000666
Totals:						0.00367958	0.00091990
Effective Date:	<u>12/7/2021</u>						State Net Royalty Revenue in Well

Comments: iNut crosses Units 11881, 12842 & 12843. Well spud 12/7/2021. First production 5/1/2022. Final plat received 8/8/2023. MIPA Factor 0.783 (applied to Unit 12843 lateral length only)

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: MPB Alamo updated by: MPB WI updated by: MPB
 RAM approval by: VD GIS updated by: RC

DO NOT DESTROY

Texas General Land Office UNIT AGREEMENT MEMO

INUT230001



Unit Number 12845
Operator Name TotalEnergies E&P Barnett USA, LLC
Customer ID C000089958
Unit Name Anderson MIPA Unit 3H (alloc)
County 1 Tarrant **RRC District 1** 05
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.00091990
State Part in Unit 0.00367958
Unit Depth Allow All Depths
From Depth
To Depth
Well
Formation
Participation Basis Other
Effective Date 12/07/2021
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**
If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF115292		0.000000	0.000000	0.00068888	O/G	0.25000000	0.00017222	No
MF115440		0.000000	0.000000	0.00033619	O/G	0.25000000	0.00008405	No
MF115596		0.000000	0.000000	0.00002663	O/G	0.25000000	0.00000666	No
MF120413		0.000000	0.000000	0.00262789	O/G	0.25000000	0.00065697	No

API Number

4243937188

Remarks:

iNut crosses Units 11881, 12842 & 12843. Well spud 12/7/2021. First production 5/1/2022. Final plat received 8/8/2023. MIPA Factor 0.783 (applied to Unit 12843 lateral length only)

Prepared By:

MB

Prepared Date:

8/10/23

GLO Base Updated By:

MB

GLO Base Date:

8/10/23

RAM Approval By:

VD

RAM Approval Date:

8/10/23

GIS By:

RL

GIS Date:

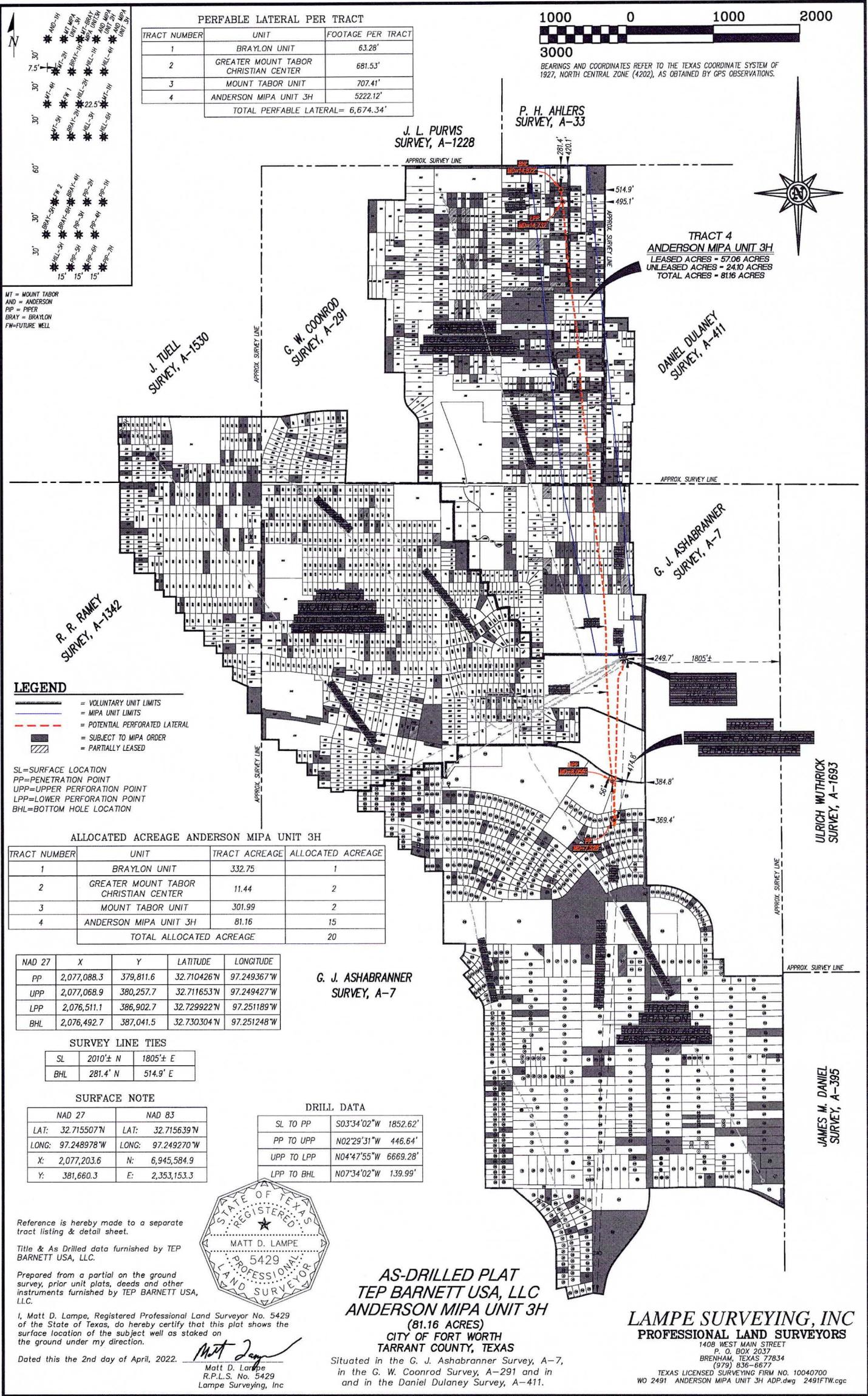
8/31/23

Well Inventory By:

MB

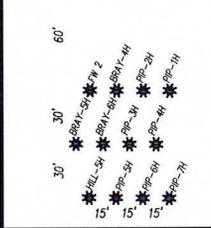
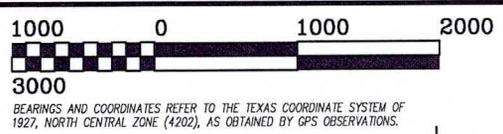
WI Date:

8/10/23



PERFABLE LATERAL PER TRACT

TRACT NUMBER	UNIT	FOOTAGE PER TRACT
1	BRAYLON UNIT	63.28'
2	GREATER MOUNT TABOR CHRISTIAN CENTER	681.53'
3	MOUNT TABOR UNIT	707.41'
4	ANDERSON MIPA UNIT 3H	5222.12'
TOTAL PERFABLE LATERAL=		6,674.34'



MT = MOUNT TABOR
 AND = ANDERSON
 PIP = PIPER
 BRAY = BRAYLON
 FW = FUTURE WELL

LEGEND

- VOLUNTARY UNIT LIMITS
- MIPA UNIT LIMITS
- POTENTIAL PERFORATED LATERAL
- SUBJECT TO MIPA ORDER
- PARTIALLY LEASED

SL= SURFACE LOCATION
 PP= PENETRATION POINT
 UPP= UPPER PERFORATION POINT
 LPP= LOWER PERFORATION POINT
 BHL= BOTTOM HOLE LOCATION

ALLOCATED ACREAGE ANDERSON MIPA UNIT 3H

TRACT NUMBER	UNIT	TRACT ACREAGE	ALLOCATED ACREAGE
1	BRAYLON UNIT	332.75	1
2	GREATER MOUNT TABOR CHRISTIAN CENTER	11.44	2
3	MOUNT TABOR UNIT	301.99	2
4	ANDERSON MIPA UNIT 3H	81.16	15
TOTAL ALLOCATED ACREAGE			20

NAD 27	X	Y	LATITUDE	LONGITUDE
PP	2,077,088.3	379,811.6	32.710426°N	97.249367°W
UPP	2,077,088.9	380,257.7	32.711653°N	97.249427°W
LPP	2,076,511.1	386,902.7	32.729922°N	97.251189°W
BHL	2,076,492.7	387,041.5	32.730304°N	97.251248°W

SURVEY LINE TIES

SL	2010'± N	1805'± E
BHL	281.4' N	514.9' E

SURFACE NOTE

NAD 27	NAD 83
LAT: 32.715507°N	LAT: 32.715639°N
LONG: 97.248978°W	LONG: 97.249270°W
X: 2,077,203.6	N: 6,945,584.9
Y: 381,660.3	E: 2,353,153.3

DRILL DATA

SL TO PP	S03°34'02"W 1852.62'
PP TO UPP	N02°29'31"W 446.64'
UPP TO LPP	N04°47'55"W 6669.28'
LPP TO BHL	N07°34'02"W 139.99'



Reference is hereby made to a separate tract listing & detail sheet.
 Title & As Drilled data furnished by TEP BARNETT USA, LLC.

Prepared from a partial on the ground survey, prior unit plats, deeds and other instruments furnished by TEP BARNETT USA, LLC.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this plat shows the surface location of the subject well as staked on the ground under my direction.

Dated this the 2nd day of April, 2022.

Matt D. Lampe
 Matt D. Lampe
 R.P.L.S. No. 5429
 Lampe Surveying, Inc

AS-DRILLED PLAT
TEP BARNETT USA, LLC
ANDERSON MIPA UNIT 3H
 (81.16 ACRES)
 CITY OF FORT WORTH
 TARRANT COUNTY, TEXAS

Situated in the G. J. Ashabranner Survey, A-7, in the G. W. Coonrod Survey, A-291 and in the Daniel Dulaney Survey, A-411.

LAMPE SURVEYING, INC
 PROFESSIONAL LAND SURVEYORS
 1408 WEST MAIN STREET
 P. O. BOX 2037
 BRENNHAM, TEXAS 77834
 (979) 836-8677
 TEXAS LICENSED SURVEYING FIRM NO. 10040700
 WO 2491 ANDERSON MIPA UNIT 3H ADP.dwg 2491FTW.gcg

Anderson MIPA 3H

iNut 12845

42 - 439 - 37188

Unit 12843

09 - 292097

TRACT NUMBER	LEASE ID	LESSOR	LESSEE	LEASE DATE	RECORDING NUMBER	TRACT/LOT#	NET AC	ROYAL TY	OWN #	CALC NRI	MIPA CALC
137B	TX-500166-000	STATE OF TEXAS - MF 115292	CHESAPEAKE EXPLORATION, LLC	5/7/2013	D213157194		11 0.02	0.25	646157	0.00002080	0.00001276
138B1	TX-500166-000	STATE OF TEXAS - MF 115292	CHESAPEAKE EXPLORATION, LLC	5/7/2013	D213157194	12, 13, 20 & 21	0.12	0.25	646157	0.00012478	0.00007654
138B2	TX-500166-000	STATE OF TEXAS - MF 115292	CHESAPEAKE EXPLORATION, LLC	5/7/2013	D213157194	12, 13, 20 & 21	0.13	0.25	646157	0.00013518	0.00008292
223A	TX7770819-000	STATE OF TEXAS - M-120413	TEP BARNETT USA, LLC	8/1/2021	D221230095		0.31	0.25	100386	0.00032235	0.00019773
373A	TX7770819-000	STATE OF TEXAS - M-120413	TEP BARNETT USA, LLC	8/1/2021	D221230095		0.72	0.25	100386	0.00074868	0.00045925
										0.00135178	0.00082919

MOUNT TABOR Unit 12842

TRACT NUMBER	LEASE ID	LESSOR	LESSEE	LEASE DATE	RECORDING NUMBER	TRACT/LOT#	NET AC	ROYAL TY	OWN #	CALC NRI	MIPA CALC
1102	TX 500175-000	STATE OF TEXAS - MF 115440	CHESAPEAKE EXPLORATION, LLC	7/16/2013	D213221021	PART OF RAMEY AVENUE	0.99	0.25	646157	0.00080239	0.00008405

BRAYLON Unit 11881

TRACT NUMBER	LEASE ID	LESSOR	LESSEE	LEASE DATE	RECORDING NUMBER	TRACT/LOT#	NET AC	ROYAL TY	OWN #	CALC NRI	MIPA CALC
730	TX-500178-000	STATE OF TEXAS - MF 115596	CHESAPEAKE EXPLORATION, LLC	8/20/2013	D214051821	PART OF WILBARGER STREET ROW	0.7700	0.2500	646157	0.00055194	0.00006666

TOTAL 0.00091990 ✓

spud 12/7/2021
first prod 5/2022

Allocation Well Name: Anderson MIPA 3H

	Lat. Length (ft)	Alloc %
Units: Braylon Unit	81.76	0.012060705
Greater Mount Tabor CC	676.5	0.099792891
Mount Tabor	710.08	0.104746395
Anderson MIPA Unit	5310.7	0.783400009
Total Lateral Length (ft):	6779.04	1

12

File No. MF115440

Tarrant County

1 Nut 12845

Date Filed: 8/10/23

Commissioner Dawn Buckingham, M.D.

By: MB Bamstare

LEGEND

- = VOLUNTARY UNIT LIMITS
- = MIPA UNIT LIMITS
- = POTENTIAL PERFORATED LATERAL
- = UNLEASED TRACTS
- = PARTIALLY LEASED TRACTS

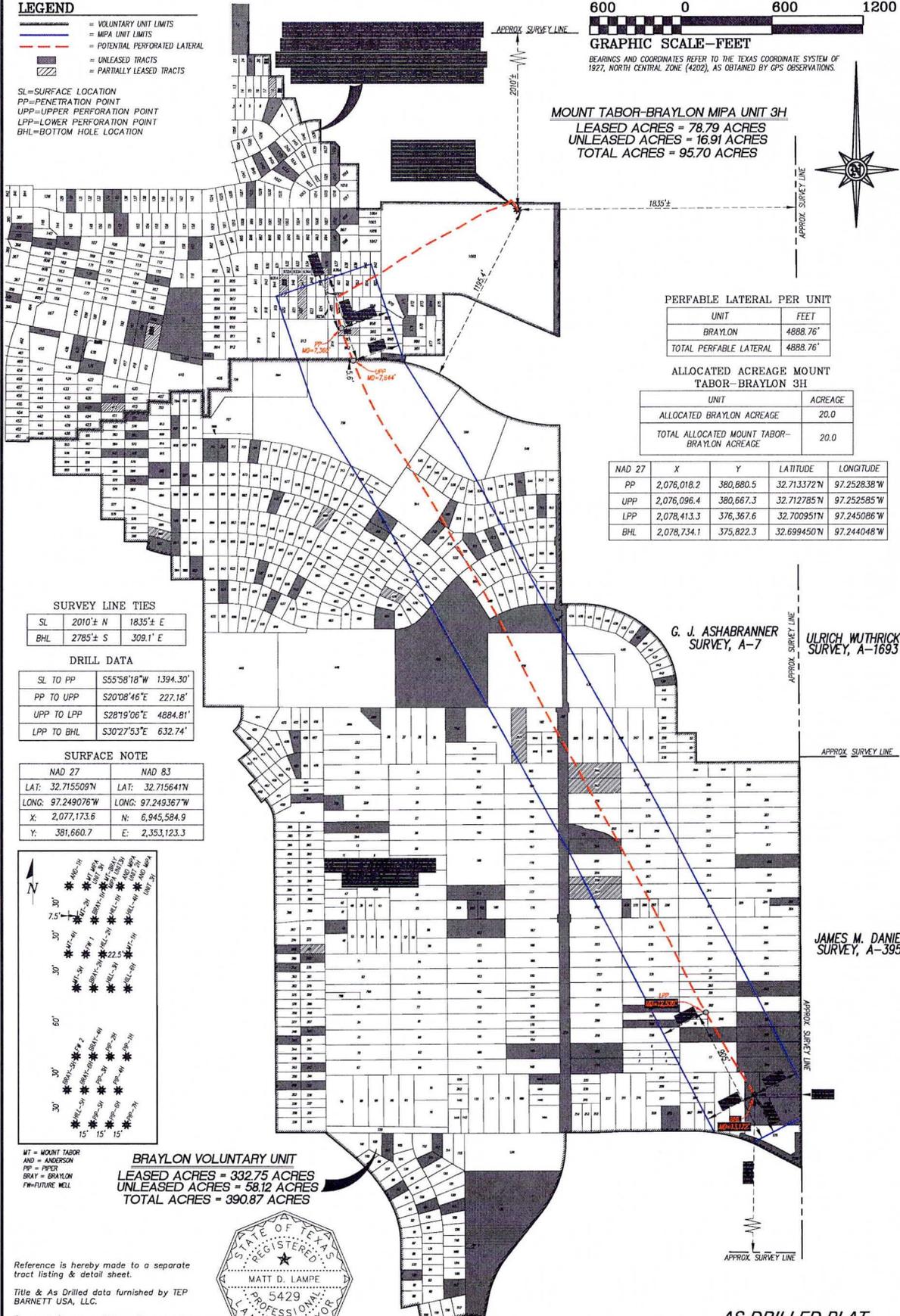
SL= SURFACE LOCATION
 PP= PENETRATION POINT
 UPP= UPPER PERFORATION POINT
 LPP= LOWER PERFORATION POINT
 BHL= BOTTOM HOLE LOCATION

600 0 600 1200

GRAPHIC SCALE- FEET

BEARINGS AND COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM OF 1927, NORTH CENTRAL ZONE (4202), AS OBTAINED BY GPS OBSERVATIONS.

MOUNT TABOR-BRAYLON MIPA UNIT 3H
 LEASED ACRES = 78.79 ACRES
 UNLEASED ACRES = 16.91 ACRES
 TOTAL ACRES = 95.70 ACRES



PERFORABLE LATERAL PER UNIT

UNIT	FEET
BRAYLON	4888.76'
TOTAL PERFORABLE LATERAL	4888.76'

ALLOCATED ACREAGE MOUNT TABOR-BRAYLON 3H

UNIT	ACREAGE
ALLOCATED BRAYLON ACREAGE	20.0
TOTAL ALLOCATED MOUNT TABOR-BRAYLON ACREAGE	20.0

NAD 27	X	Y	LATITUDE	LONGITUDE
PP	2,076,018.2	380,880.5	32.713372°N	97.252838°W
UPP	2,076,096.4	380,667.3	32.712785°N	97.252585°W
LPP	2,078,413.3	376,367.6	32.700951°N	97.245086°W
BHL	2,078,734.1	375,822.3	32.699450°N	97.244048°W

SURVEY LINE TIES

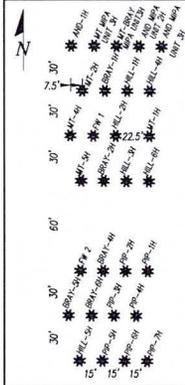
SL	2010'± N	1835'± E
BHL	2785'± S	3091.1' E

DRILL DATA

SL TO PP	S55°8'18"W	1394.30'
PP TO UPP	S20°08'46"E	227.18'
UPP TO LPP	S28°19'06"E	4884.81'
LPP TO BHL	S30°27'53"E	632.74'

SURFACE NOTE

NAD 27	NAD 83
LAT: 32.715509°N	LAT: 32.715641°N
LONG: 97.249076°W	LONG: 97.249367°W
X: 2,077,173.6	N: 6,945,584.9
Y: 381,660.7	E: 2,353,123.3



MT = MOUNT TABOR
 AND = ANDERSON
 PP = PAPER
 BRAY = BRAYLON
 FW = FUTURE WELL

BRAYLON VOLUNTARY UNIT
 LEASED ACRES = 332.75 ACRES
 UNLEASED ACRES = 58.12 ACRES
 TOTAL ACRES = 390.87 ACRES

Reference is hereby made to a separate tract listing & detail sheet.

Title & As Drilled data furnished by TEP BARNETT USA, LLC.

Prepared from a partial on the ground survey, prior unit plats, deeds and other instruments furnished by TEP BARNETT USA, LLC.

I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this plat shows the surface location of the subject well as staked on the ground under my direction.

Dated this 2nd day of May, 2022.



Matt D. Lampe
 R.P.L.S. No. 5429
 Lampe Surveying, Inc

LAMPE SURVEYING, INC
 PROFESSIONAL LAND SURVEYORS

1408 WEST MAIN STREET
 BRENNHAM, TEXAS 77834
 (797) 836-6577
 TEXAS LICENSED SURVEYING FROM NO. 10040700
 WD 2491 MOUNT TABOR-BRAYLON MIPA UNIT 3H ASDP.dwg 2491FTW.cpg

AS-DRILLED PLAT
 TEP BARNETT USA, LLC
 MOUNT TABOR-BRAYLON
 MIPA UNIT 3H
 (95.70 ACRES)
 CITY OF FORT WORTH
 TARRANT COUNTY, TEXAS

Situated in the G. J. Ashabranner Survey, A-7.

M+ Tabor Braylon MIPA 3H

42-439-37189

1Nut 12847

VOL UNIT	TRACT2	LEASE ID	LESSOR/OWNER	LESSEE	LEASE DATE	INSTRUMENT	SUBDIVISION	RI	OWN %	NET AC	OWN #	CALC NRI	MIPA CALC
<u>12847</u>	MT TABOR	1102	TX 500175-000	STATE OF TEXAS - MF 115440	7/16/2013	D213221021	PART OF RAMEY AVENUE	0.25	1	0.99	646157	0.00080239	0.00005954
<u>11881</u>	BRAYLON	730	TX-500178-000	STATE OF TEXAS - MF 115596	8/20/2013	D214051821	PART OF WILBARGER STREET ROW	0.2500	1.0000	0.7700	646157	0.00055194	0.00042673
													0.00048626

spud 12/10/2021
first prod 5/2022
09-292091
MIPA factor
0.84734

Allocation Well Name: MOUNT TABOR - BRAYLON MIPA UNIT 3H

	Unit Acres	Alloc %
Units: Braylon Unit	87.32	0.912434692
Mount Tabor Unit	8.38	0.087565308
Total MIPA Unit Acres:	95.7	1

File No. MF115440

Tarrant County

1 Nut 12845

Date Filed: 8/10/23

Commissioner Dawn Buckingham, M.D.

By: MB Barnstone



Information for processing an Internal Non Unit Transaction (iNut)
Horizontal Drainhole Area

iNut No. 12853

GENERAL INFORMATION

Name of Well: Mount Tabor MIPA Unit 3H API # 42-439-37186
 Name of Operator: TEP Barnett USA, LLC RRC # 09-292404
 Operator Contact Person: Tarra Kersh Phone: 817-720-1162
 County: Tarrant

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

Lease Type	Unit/Lease No	Total Drainhole Area	Unit Drainhole Area	Unit or Lease Rylty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
HROW	12842/MF115440	75.89	68.141	0.00080239	0.25000000	0.00288182	0.00072045
Totals:						0.00288182	0.00072045
Effective Date:	<u>12/12/2021</u>						State Net Royalty Revenue in Well

Comments: iNut crosses Units 12842. Well spud 12/12/2021. First production 5/1/2022. Final plat received 8/8/2023. MIPA Factor 0.8979

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: MB Alamo updated by: MB WI updated by: MB
 RAM approval by: VD GIS updated by: RL

DO NOT DESTROY



Texas General Land Office UNIT AGREEMENT MEMO

INUT230001

Unit Number 12853
Operator Name TotalEnergies E&P Barnett USA, LLC **Effective Date** 12/12/2021
Customer ID C000089958 **Unitized For** Oil And Gas
Unit Name Mount Tabor MIPA Unit 3H **Unit Term**
County 1 Tarrant **RRC District 1** 05 **Old Unit Number** **Inactive Status Date**
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.00072045
State Part in Unit 0.00288182
Unit Depth Allow All Depths **Well**
From Depth **Formation**
To Depth **Participation Basis** Other
If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF115440		0.000000	0.000000	0.00288182	O/G	0.25000000	0.00072045	No

API Number

4243937186

Remarks:

iNut crosses Units 12842. Well spud 12/12/2021. First production 5/1/2022. Final plat received 8/8/2023. MIPA Factor 0.8979

Prepared By:

MB

Prepared Date:

8/10/23

GLO Base Updated By:

MB

GLO Base Date:

8/10/23

RAM Approval By:

MB

RAM Approval Date:

8/10/23

GIS By:

PC

GIS Date:

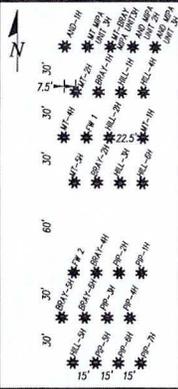
8/31/22

Well Inventory By:

VD

WI Date:

8/10/23



LEGEND

- VOLUNTARY UNIT LIMITS
- MIPA UNIT LIMITS
- POTENTIAL PERFORATED LATERAL
- UNLEASED TRACTS
- PARTIALLY LEASED TRACTS

600 0 600 1200 1800
GRAPHIC SCALE - FEET
 BEARINGS AND COORDINATES REFER TO THE TEXAS COORDINATE SYSTEM OF 1927, NORTH CENTRAL ZONE (4202), AS OBTAINED BY GPS OBSERVATIONS.

SURVEY LINE TIES

SL	2010 ± N	1850 ± E
BHL	470 ± S	1355 ± E

MT = MOUNT TABOR
 AND = ANDERSON
 PP = PAPER
 BWAY = BRAYTON
 FW = FUTURE WELL

R. R. RAMEY SURVEY, A-1342

J. TUELL SURVEY, A-1530

G. W. COONROD SURVEY, A-291

G. J. ASHABRANNER SURVEY, A-7

G. J. ASHABRANNER SURVEY, A-7

NAD 27	X	Y	LATITUDE	LONGITUDE
PP	2,074,634.4	380,484.5	32.712292°N	97.257340°W
UPP	2,074,371.5	380,613.1	32.712647°N	97.258194°W
LPP	2,071,744.9	384,070.1	32.722166°N	97.266709°W
BHL	2,071,662.9	384,170.8	32.722443°N	97.266975°W

DRILL DATA

SL TO PP	S65°00'49"W	2785.17'
PP TO UPP	N63°56'44"W	292.71'
UPP TO LPP	N37°13'37"W	4,342.24'
LPP TO BHL	N39°09'43"W	129.97'

SURFACE NOTE

NAD 27	NAD 83
LAT: 32.715509°N	LAT: 32.715641°N
LONG: 97.249124°W	LONG: 97.249416°W
X: 2,077,158.6	N: 6,945,584.9
Y: 381,660.8	E: 2,353,108.3

MOUNT TABOR MIPA UNIT 3H
 LEASED ACRES = 65.35 ACRES
 UNLEASED ACRES = 10.54 ACRES
 TOTAL ACRES = 75.89 ACRES

AS-DRILLED PLAT
TEP BARNETT USA, LLC
MOUNT TABOR MIPA UNIT 3H
 (75.89 ACRES)

CITY OF FORT WORTH
 TARRANT COUNTY, TEXAS
 Situated in the G. J. Ashabanner Survey, A-7,
 in the R. R. Ramey Survey, A-1342 and in the
 J. Tuell Survey, A-1530.

LAMPE SURVEYING, INC
 PROFESSIONAL LAND SURVEYORS
 1408 WEST MAIN STREET
 P. O. BOX 2037
 BREWSTER, TEXAS 77834
 (979) 836-6677
 TEXAS LICENSED SURVEYING FIRM NO. 10040700
 WO 2491 MT TABOR MIPA UNIT 3H ADR.dwg 2491TW.cpg

Reference is hereby made to a separate tract listing & detail sheet.
 Title & As Drilled data furnished by TEP BARNETT USA, LLC.
 Prepared from a partial on the ground survey, prior unit plats, deeds and other instruments furnished by TEP BARNETT USA, LLC.
 I, Matt D. Lampe, Registered Professional Land Surveyor No. 5429 of the State of Texas, do hereby certify that this plat shows the surface location of the subject well as staked on the ground under my direction.
 Dated this the 2nd day of May, 2022.



Matt D. Lampe
 R.P.L.S. No. 5429
 Lampe Surveying, Inc

Mount Tabor MIPA 3H

42-439-37186

unit 12842

TRACT2	LEASE ID	LESSOR/OWNER	LESSEE	LEASE DATE	INSTRUMENT	SUBDIVISION	RI	OWN %	NET AC	OWN #	CALC NRI	MIPA CALC
1102	TX 500175-000	STATE OF TEXAS - MF 115440	CHESAPEAKE EXPLORATION, LLC	7/16/2013	D213221021	PART OF RAMEY AVENUE	0.25	1	0.99	646157	0.00080239	0.00072045

09-292404

first prod 5/2022
spud 12/12/2021

File No. MF115440

Tarrant County

INut 12853

Date Filed: 8/10/23

Commissioner Dawn Buckingham, M.D.

By: MRB Barnstap