STATE OF LOUISIANA

PARISH OF CATAHOULA

OIL AND GAS LEASE
(Paid-Up)

THIS AGREEMENT made this 6th day of February, 2009, between **MISSIANA LLC**, a Texas Limited Liability Company, whose address is P.O. Box 7, Humble, Texas 77347-0007; **BENEDICT CORPORATION**, a Nevada Corporation, whose address is c/o J. Arthur Greenfield and Co., 924 Westwood Blvd., Suite 1000, Los Angeles, CA 90024; and **L. W. WICKES AGENT CORPORATION**, a California Corporation, whose address is c/o J. Arthur Greenfield and Co., 924 Westwood Blvd., Suite 1000, Los Angeles, CA 90024 (herein collectively referred to as "Lessor"), and **TRIDIMENSION ENERGY, LP**, a Delaware limited partnership, whose address is 16610 Dallas Parkway, Suite 2500, Dallas, Texas 75248 (herein "Lessee"),

WITNESSETH:

1. Lessor, in consideration of One Hundred and No/100 Dollars and other valuable considerations ($100.00 & OVC) 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 producing oil and gas and other hydrocarbons, laying pipelines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following described land in Catahoula Parish, State of Louisiana:

The NE/4 of the NE/4, Section 20, T5N-R6E, Catahoula Parish, Louisiana.

Limited to the base of the Wilcox formation.

and containing 40 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of one (1) years from this date (the "primary term") and as long thereafter as oil and/or gas is produced in paying quantities from said land hereunder.

3. The Royalties to be paid Lessor are:

(a) On all oil (including condensate and other liquid hydrocarbons) 1/4th of that produced and saved from said lands, or at Lessor's option, the market value of 1/4th of that produced and saved from said lands. Lessor's right to take in kind oil, condensate and other liquid hydrocarbons, is a recurring right exercisable by Lessor by giving Lessee thirty (30) days written notice of its election to take in kind. When Lessor is not taking its share of oil, condensate and other liquid hydrocarbons in kind, Lessee shall market the same paying Lessor as stipulated above.

(b) On gas, including casinghead gas or other gaseous substances, produced from said lands and sold on or off the premises, or used off the premises, the value of 1/4th of the gas so sold or used; where gas from said lands is processed in a plant for the purpose of extracting products therefrom, Lessor shall receive as royalty 1/4th of the value of the plant of the products so extracted and 1/4th of the value of the residue gas remaining after extraction of said products. Lessor shall have the recurring option to take in kind and separately market its said royalty share of all gas produced in lieu of receiving its stated royalty share of the value by Lessor by giving Lessee thirty (30) days written notice of its election to take in kind. Upon request, Lessee agrees to furnish Lessor with complete copies of all contracts pertaining to the sale of gas from the leased premises. In the event of split stream gas sales from the leased premises, Lessee agrees to timely furnish Lessor complete information regarding gas balancing among the working interest owners as the same pertains to the leased premises.

EXHIBIT
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(c) Without Lessor's written consent first obtained, Lessee in computing Lessor's royalty shall not deduct the costs of treating, gathering, transporting, dehydrating, compressing, extracting, processing, manufacturing or any other costs whether similar or dissimilar to those enumerated. It is clearly understood that Lessor shall be entitled to look only to Lessee for payment of its royalty and shall not be required to deal with the purchaser of hydrocarbons produced from the leased premises or any other third party.

(d) Should Lessee complete a well on the leased premises, capable of producing gas in commercial quantities, or should a well which previously produced gas in commercial quantities be shut in from a lack of market or otherwise, then in order for such well to retain acreage in accordance with the provisions of Paragraph 4, Lessee within ninety (90) days after the date on which said well is shut-in, shall pay Lessor the sum of One Thousand and No/100 Dollars ($1,000.00) and shall thereafter pay Lessor annually the sum of One Thousand and No/100 ($1,000.00) until said well is placed on production. It is understood that this provision shall apply separately to each such well, and further, that after the expiration of the primary term, no acreage may be maintained under this provision for any period in excess of three (3) consecutive years without the actual marketing of gas, such three (3) year period being deemed a reasonable time within which to secure a market for such gas. Should a well be shut-in one or more times during an annual period, Lessee will not be obligated to pay more than one (1) shut-in payment annually.

(e) Lessee shall have free use of gas produced from the leased premises for producing operations hereunder and the royalties on all gas shall be computed after deducting any so used.

(f) Value as used in this Paragraph 3 (except as hereinafter provided) shall mean the selling price (including any allowances or other cash benefits) stipulated in a bona fide contract entered into by Lessee as a result of an arms length negotiation with a third party. Third party means one which is not a subsidiary, parent or affiliate of Lessee. Should Lessee dispose of hydrocarbons produced from the leased premises in a transaction with a subsidiary, parent or affiliate, unless Lessor consents in writing to said transaction, Lessor's royalty shall be computed on the basis of the current market value of the hydrocarbons so disposed of. In the case of the hydrocarbons produced from the leased premises and used off the premises, in computing Lessor's royalty, value shall mean the current market value of the hydrocarbons used.

4. Upon the expiration of the primary term, or in the event Lessee's rights hereunder shall terminate or be forfeited for any other cause, this lease shall terminate without notice, demand, or putting into default as to all lands not attributed to a spacing unit, as established under the regulations of the appropriate governmental or regulatory body containing a well capable of producing oil and/or gas in paying quantities or in the absence of spacing units a forty) acre tract if the well is classified as an oil well, or a one hundred sixty (160) acre tract to be in as nearly the form of a square as possible with the well in as near the center thereof as practicable. Lessee's rights shall also terminate as to all zones that correlate to more than one-hundred feet (100') below the stratigraphic equivalent of the greatest depth produced under this lease, or the deepest depth unitized under this lease. If at the expiration of the primary term, Lessee is then engaged in the actual drilling, completion or reworking of any well, then this lease shall remain in force as to the applicable spacing unit for so long as such drilling, completion or reworking is prosecuted continuously and with due diligence. In the event application for field rules shall have been made and adjudication of such application as having been granted for the purposes of assigning acreage to spacing units to be retained until such time as the application shall be denied or amended. Upon final adjudication, Lessee shall within thirty (30) days thereafter bring the spacing units retained until such time as the application shall be denied or amended. Upon request, after such termination, Lessee shall provide Lessor with a recorded release of all lands not attributed to such retained acreage and all zones that correlate to more than one hundred feet (100') below the stratigraphic equivalent of the greatest depth produced under this lease. However, as to any lands released by Lessee under this paragraph Lessee shall continue to hold an easement of ingress and egress with the power to construct, maintain and utilize such roads, pipelines, flowlines, power lines and other surface facilities as shall be necessary or useful in the operation of the lands retained hereunder.

5. Lessee shall also drill such other wells and take such other action as may be necessary to prevent the drainage of hydrocarbons beneath the leased premises on adjacent or nearby lands, whether or not Lessor has an interest in such well or wells. Failure to do so shall cause this lease to terminate upon 30 day written notice to Lessee.

6. This lease may not be assigned in whole or in part without the prior written consent of Lessor, and the provisions hereof shall extend to the heirs, successors, and assigns of Lessee, but no change or divisions in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a copy of a recorded instrument evidencing same.

7. Lessee may at its option discharge any tax, mortgage or other lien bearing upon the mineral interest of Lessor with the right to enforce same and apply royalties accruing hereunder toward satisfying same. If Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and other payments to be paid lessor shall be reduced proportionately.

8. If the operation permitted or required hereunder, or the performance by Lessee of any covenant, agreement or requirement hereof is delayed or interrupted directly or indirectly by any past or future acts, orders, regulations or requirements of the Government of the United States or any state or other governmental body, or any agency, officer, representative or authority of any of them, or because of delay or inability to get materials, labor, equipment or supplies, or on account of any other similar or dissimilar cause beyond the control of Lessee, the period of such delay or interruption shall not be counted against the Lessee. Lessee's rights may be maintained after the primary term only by Lessee paying to Lessor within thirty (30) days of the cause of the force majeure, and annually thereafter, the sum of One Thousand and No/100 Dollars ($1,000.00) which shall maintain Lessee's rights for periods of one (1) year, or until the cause for force majeure has been removed, whichever is earlier. When the cause of force majeure is removed, as indicated in the preceding sentence, Lessee shall have sixty (60) days thereafter within which to restore production or commence additional operations or reworking operations.

9. After the expiration of the primary term, should any well which has previously produced, cease to produce for any reason, then the rights to the acreage retained by that well shall terminate unless within ninety (90) days of such cessation of production, Lessee shall commence actual drilling or reworking operations, and diligently continue said operations until production is restored.

10. Lessee is hereby granted the right at any time, and from time to time to unitize or pool the leased premises or any portion thereof as to all strata or any stratum or strata, with any other contiguous land, lease, leases or parts thereof for the production of oil or gas, provided that the size and design of any such units shall be made in accordance with Paragraph 4 of this lease. Lessor shall receive royalties on any such pooled unit in the same proportions as the leased premises contribute, on an acreage basis, to the pooled unit unless some other formula is specified by the appropriate governmental or regulatory body, or by a plan of unitization approved by Lessor.

11. It is understood that Lessor owns only a mineral interest in the leased premises, and therefore, without limiting any other obligations hereunder, Lessee, its successors and assigns, shall indemnify, defend, and hold harmless Lessor, its partners, owners, officers, agents, and employees, and anyone for whom Lessor might be held legally responsible or liable against any liability whatsoever, including but not limited to all suits, expenses, losses, costs, damages, claims, demands, obligations, causes of action or liabilities, that may result from, arise out of or incidental to or in any way connected with any operations, action, activity or occupation by Lessee, its officers, agents, employees, contractors, subcontractors, sub-lessees, assignees or any other party as a consequence of Lessee's use of the land herein leased, including but not limited to injury to (including the death of) persons, damage to property of any kind (including but not limited to environmental damages), or any liability resulting from seepage, spills, leaks or discharge of any noxious substance or any other liquid or solid substance, or from the failure of Lessee to comply with any federal or state environmental or other law or regulation, whether

caused by negligence or otherwise; provided further, that the above mentioned indemnity is to include, without limitation, reasonable attorney's fees for the attorney selected by Lessor.

12. The Lessee shall be responsible for any damages or injury to the leased premises, groundwater, or the property or crops of other parties now or hereafter occupying or possessing the leased premises which might be caused by Lessee's operations, action, activity or occupation of the leased premises, including damages to roads or drainage structures. In addition, the mineral Lessee shall be required to pay the agricultural Lessee for any growing crop damage sustained as the result of their drilling operations and to pay the landowner reasonable damages for land rendered unusable as crop lands by said operation.

13. Upon termination or release of this lease, entirely or as to a part of the leased premises, Lessee shall restore the premises or that part released or terminated and not being used as permitted by the provisions of this lease for the exercise and enjoyment of the rights leased as to portions of the leased premises retained by Lessee, to substantially the same condition as when the premises were leased by removing all equipment, plugging and abandoning all wells, and filling all pits or excavations in the manner required by state and federal regulations or other government authority; restoring and repairing all roads; burying slabs below plow depth when no longer needed; and generally restoring the entire leased premises, including the surface, to its original condition.

14. This lease is granted without warranty of title, either express or implied, and covers only Lessor's present interest in said land. If Lessor owns an interest in said land less than the entire fee simple estate, the royalties, shut-in royalties and other payments to Lessor shall be reduced proportionately.

15. Lessee shall furnish Lessor at P.O. Box 7, Humble, TX 77347-0007 as soon as practicable without cost to Lessor, copies of title opinions. Lessee shall furnish Lessor copies of all filings with any regulatory agency, and any copies of state or federal conservation orders or regulations pertaining to the leased premises. Further, Lessee shall furnish Lessor at P.O. Box 7, Humble, TX 77347-0007 as soon as practicable and without cost to Lessor, copies of daily drilling reports by mail. In addition, at Lessor's request, Lessee shall furnish Lessor, well location plats, well history reports, core reports, core analysis reports, well completion reports, bottom hole pressure measurements reports, directional survey records, all logs showing the results of electrical surveys, mud logs and corresponding show reports, gas and oil ratio reports, and any and all other reports which pertain to the drilling or completing of wells located on the leased premises. It is understood that Lessor, its representatives, successors or assigns shall at their sole risk have access to the derrick floor.

16. Within sixty (60) days after expiration or termination by its own terms of this lease or any other portion thereof, either during or after the primary term hereof, Lessee shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply Lessor with a copy or copies thereof. In the event Lessee fails to timely comply therewith, Lessee shall be liable for reasonable attorney fees and court costs incurred in bringing suit for such cancellation, and for all damages resulting therefrom.

IN WITNESS WHEREOF, this instrument shall be effective as of the date first above written.

WITNESSES:

(Signature of Witness)

Joy Filkins
(Name of Witness – Please Print)

(Signature of Witness)

ANGELA M Rawlinson
(Name of Witness – Please Print)

LESSOR:

MISSIANA LLC,
by Linda Petroleum Company,
its Managing Member

By: Donald A. Kessel
Donald A. Kessel, President

IN WITNESS WHEREOF, this instrument shall be effective as of the date first above written.

WITNESSES:

(Signature of Witness)

(Name of Witness – Please Print)

(Signature of Witness)

(Name of Witness – Please Print)

LESSOR:

BENEDICT CORP.

By: _____

NAME: _____

TITLE: _____

IN WITNESS WHEREOF, this instrument shall be effective as of the date first above written.

WITNESSES:

(Signature of Witness)

(Name of Witness – Please Print)

(Signature of Witness)

(Name of Witness – Please Print)

LESSOR:

L. W. WICKES AGENT CORP.

By: _____

NAME: _____

TITLE: _____

IN WITNESS WHEREOF, this instrument shall be effective as of the date first above written.

WITNESSES:

LESSEE:

_____
(Signature of Witness)

_____
(Name of Witness – Please Print)

TRIDIMENSION ENERGY, LP
by TDE Operating GP LLC, its
General Partner

By: _____
James P. Ryan, President

_____
(Signature of Witness)

_____
(Name of Witness – Please Print)

STATE OF TEXAS

COUNTY OF HARRIS

I, ANGELA GRACE BIRTHISEL a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald A. Kessel, to me personally known as the President of Linda Petroleum Company, Manager of MISSIANA LLC, and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing and delivering the said instrument as the free and voluntary act of said MISSIANA LLC, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the Managers of said Limited Liability Company.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 23RD day of FEBRUARY, 2009.

ANGELA GRACE BIRTHISEL
MY COMMISSION EXPIRES
November 6, 2011

Angela Grace Birthisel
Notary Public in and for HARRIS CO. TX

ANGELA GRACE BIRTHISEL
Notary Printed Name Notary No.

My Commission Expires: 11-6-2011

STATE OF _____ §
§
COUNTY OF _____ §

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2009, personally appeared _____, as _____ of Benedict Corp., known or proven to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

_____
Notary Public in and for _____

_____ _____
Notary Printed Name Notary No.

My Commission Expires: _____

STATE OF _____ §
§
COUNTY OF _____ §

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2009, personally appeared _____, as _____ of L. W. Wickes Agent Corp., known or proven to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

_____
Notary Public in and for _____

_____ _____
Notary Printed Name Notary No.

My Commission Expires: _____

STATE OF LOUISIANA

PARISH OF CONCORDIA

Before me, the undersigned authority, on this day personally came and appeared James P. Ryan, known to me to be the person whose signature appears on the above and foregoing written instrument, and who did, under oath, state and declare that he executed the same for and on behalf of TDE Operating GP LLC, acting therein as the General Partner of and for TRIDIMENSION ENERGY, LP (the Lessee therein), with all due and appropriate authority from all the partners and executive body thereof, and did so as the free act and deed of that limited partnership, acting through its general partner, for the purposes and consideration therein expressed.

Given under my hand and official seal, this ____ day of _____, 2009.

_____
Notary Public in and for _____

_____ _____
Notary Printed Name Notary No.

My Commission Expires: _____

Exhibit "A"

[Attached to Oil and Gas Lease executed by and between Missiana LLC, Benedict Corporation & L. W. Wickes Agent Corporation, as Lessors, and TriDimension Energy, LP, as Lessee, dated _____ ___, 2009.]

Insurance Requirements

Prior to commencing any drilling operations on the leased premises, Lessee, his heirs, successors or assigns agree to maintain or cause to be maintained a policy or policies of insurance providing coverage arising out of drilling operations and subsequent producing or abandonment operations as follows:

A. Workmen's Compensation Coverage in accordance with the Laws of the State of Louisiana, including Coverage "B" limiting Employer's Liability to $100,000.00.

B. General Public Liability

1. Bodily Injury
   a. $500,000.00 for each person.
   b. $1,000,000.00 for each occurrence
   c. $1,000,000.00 for aggregate.

   2. Property Damage
   a. $250,000.00 for each occurrence
   b. $5,000,000.00 aggregate

C. Automotive Public Liability

1. Bodily Injury
   a. $500,000.00 for each person
   b. $1,000,000.00 for each occurrence

2. Property Damage
   a. $500,000.00 for each occurrence.

Lessee, his heirs, successors or assigns shall, prior to the commencement of drilling operations on this lease furnish an insurance certificate evidencing and **naming the following as additional insured:**

Missiana LLC
Benedict Corporation
L.W. Wickes Agent Corporation

The insurance policy shall be maintained in full force and effect until the well or wells drilled upon this lease have been abandoned as dry holes or commercial producers.

This agreement is to form a part of the lease agreement entered into by the parties in the same manner as it were included in the lease itself.

Executed by Lessee this _____ day of _____, 2009.

LESSEE

TRIDIMENSION ENERGY, LP,
by TDE Operation GP LLC,
Its General Partner

By: _____
James P. Ryan, President

STATE OF LOUISIANA

PARISH OF CONCORDIA

Before me, the undersigned authority, on this day personally came and appeared James P. Ryan, known to me to be the person whose signature appears on the above and foregoing written instrument, and who did, under oath, state and declare that he executed the same for and on behalf of TDE Operating GP LLC, acting therein as the General Partner of and for TRIDIMENSION ENERGY, LP (the Lessee therein), with all due and appropriate authority from all the partners and executive body thereof, and did so as the free act and deed of that limited partnership, acting through its general partner, for the purposes and consideration therein expressed.

Given under my hand and official seal, this ____ day of _____, 2009.

_____
Notary Public in and for _____

_____ _____
Notary Printed Name Notary No.

My Commission Expires: _____

My Commission Expires: _____