UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1
AMENDMENT NO. 1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ROCKDALE RESOURCES CORPORATION

(Exact name of registrant as specified in charter)

Colorado	**1381**	**86-1061005**
(State or other jurisdiction of incorporation)	(Primary Standard Classification Code Number)	(IRS Employer I.D. Number)

11044 Research Blvd., Suite A-200
Austin, TX 78759
(512) 795-2300
(Address and telephone number of principal executive offices)

Michael D. Smith
11044 Research Blvd., Suite A-200
Austin, TX 78759
(512) 795-2300
(Name, address and telephone number of agent for service)

Copies of all communications, including all communications sent to the agent for service, should be sent to:

William T. Hart
Hart & Trinen, LLP
1624 Washington Street
Denver, Colorado 80203
303-839-0061

Approximate Date of Commencement of Proposed Sale to the Public: As soon as practicable after the effective date of this Registration Statement.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☒

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CALCULATION OF REGISTRATION FEE

Title of each Class of Securities to be Registered	Securities to be Registered	Proposed Maximum Offering Price Per Security(1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Units, each consisting of:	2,000	$ 5,000	$ 10,000,000	
(i) 500 notes, with each note in the principal amount of $ 10.00; and				
(ii) 2,500 Series A warrants.				
Shares of common stock issuable upon the conversion of the notes.	5,000,000	$ 2.00	$ 10,000,000	
Shares of common stock issuable upon the exercise of Series A Warrants.	5,000,000	$ 2.00	$ 10,000,000	
TOTAL			$ 30,000,000	$4,092

(1) Offering price computed in accordance with Rule 457(g).

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of l933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

PROSPECTUS

ROCKDALE RESOURCES CORPORATION

2,000 Units
$5,000 per Unit

Rockdale Resources Corporation, is offering up to 2,000 Units to the public. Each Unit consists of 500 Microbonds, with each Microbond in the principal amount of $10, and 2,500 Series A warrants.

The Microbonds will bear interest at 12% per year, payable monthly, will mature on _____, 2017 and are convertible into shares of our common stock, initially at a conversion price of $2.00 per share. The Microbonds will be secured by any oil or gas wells drilled, completed or acquired with the proceeds from this offering. Under certain circumstances, and upon 20 days notice, we may prepay the Microbonds.

Each Series A warrant entitles its holder to purchase one share of our common stock at a price of $2.00 per share at any time until their expiration on the fifth anniversary of the date of this prospectus. Under certain circumstances we may accelerate the expiration date of the warrants.

This prospectus also relates to 5,000,000 shares of common stock which we may issue upon any conversion of the Microbonds and 5,000,000 shares of common stock which we may issue upon any exercise of the Series A warrants.

This offering is on a "best efforts", basis and there is no minimum number of units which are required to be sold in this offering. We will not pay any commissions or other form of remuneration in connection with the sale of the Units.

Our common stock is traded on the OTC Bulletin Board under the symbol "BBLS". On October 10, 2012 the closing price for our common stock was $1.33. Prior to this offering, there has been no public market for our Microbonds or Series A warrants, although we anticipate that the Microbonds and Series A warrants will be quoted on the OTC QX after the date of this prospectus. As of November 30, 2012 , an application to have the Microbonds and Series A warrants quoted on the OTC QX had not been filed with FINRA. There will not be any public market for the Units and the Units will not trade separately.

Investing in our securities involves a high degree of risk. You should purchase our securities only if you can afford a complete loss of your investment. We have not yet been profitable and have a history of losses. See ''Risk Factors' beginning on page 4 for matters you should consider before buying our securities.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	Per Unit	Maximum Offering
Initial public offering price	$ 5,000	$ 10,000,000
Proceeds to us, before expenses	$ 5,000	$ 10,000,000

The date of this Prospectus is , 2012.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. It does not contain all of the information you should consider before purchasing our units. Therefore, you should read the prospectus in its entirety, including the risk factors and the financial statements and related footnotes appearing elsewhere in this prospectus. References to ''we,'' ''us,'' ''our,'' ''Rockdale'' or ''the company'' generally refer to Rockdale Resources Corporation, a Colorado corporation.

We are an early-stage independent energy company engaged in the acquisition and development of leases in or near established oil-producing areas. We plan to build our cash flow and oil reserves through a focused acquisition and development program by:

- initially focusing our operations in east Texas;
- drilling in areas which have a high proportion of oil relative to natural gas; and
- lessening risk by concentrating on established areas with proven production;

Although we have been in operation for a relatively short period of time, we have raised approximately $4,000,000 in capital as of the date of prospectus.

With the proceeds from this offering, we plan to drill, and if warranted, complete oil wells in the Minerva-Rockdale Field.

The wells will be drilled to sufficient depths to test the shallow Navarro B formation (approximate depth of 1,800 feet). Each well will cost $210,000, and will take approximately seven days to drill and complete. We will use Kingman Operating Company to supervise the drilling and completion operations.

The Minerva-Rockdale Field, which is located approximately 30 miles Northeast of Austin, was first discovered in 1921 and is approximately 50 square miles in size. The main producing formation for this field is the Upper Cretaceous Navarro Group of sands and shales. The Navarro is typically subdivided into several producing zones from the uppermost “A” and “B” sands to the lower “C” and “D” sands. The “B” sand is the primary producing zone. These sands are commonly fine grained and poorly sorted and were deposited close to a shoreline during a cycle of marine regression.

As of September 30, 2012 we had drilled and completed five oil wells, we were in the process of completing one well and we had identified drilling sites for forty additional wells on our lease in the Rockdale-Minerva Field;

We also plan to acquire additional leases in or adjacent to the Rockdale-Minerva Field or in other areas of East Texas. We believe that, based on past field production, geology, and our actual experience with the oil wells on our Rockdale-Minerva leases, there is an opportunity for the drilling of a number of additional oil wells on our leases.

We were incorporated in Colorado in 2002. Our executive offices are located at 11044 Research Blvd., Suite A-200, Austin, Texas 78759. Our telephone number is (512) 795-2300. We do not have a website.

See the ''Glossary'' section of this prospectus for the definition of terms pertaining to the oil industry which are used in this prospectus.

The Offering

Securities offered	2,000 Units. Each Unit consists of 500 notes, with each Note in the principal amount of $10, and 2,500 Series A warrants.
Price per Unit	$5,000
Notes	The Notes will bear interest at 12% per year, payable monthly, mature on ____, 2017 and are convertible into shares of our common stock, initially at a conversion price of $2.00 per share. The Notes will be secured by any oil or gas wells drilled, completed or acquired with the proceeds from this offering. Under certain circumstances, and upon 20 days written notice, we may prepay the Notes. See the section of this prospectus entitled "Description of Securities" for more information.
Series A warrants	Each Series A warrant entitles the holder to purchase one share of our common stock at any time on or before the fifth anniversary of the date of this Prospectus at a price of $2.00 per share. Under certain circumstances, we may accelerate the expiration date of the warrants. See the section of this prospectus entitled "Description of Securities" for more information.
Common Stock	This prospectus also relates to 5,000,000 shares of common stock which we may issue upon any conversion of the Microbonds and 5,000,000 shares of common stock which we may issue upon any exercise of the Series A warrants.
Trading Symbols :	
Notes	(1)
Series A warrants:	(1)
	There will not be any public market for the Units and the Units will not trade separately.
Common stock to be outstanding after this offering	17,539,748 (2)
Use of proceeds	The net proceeds from this offering, after deduction for the expenses of this offering, will be used to drill and complete oil wells, acquire of oil and gas leases, and for general and administrative expenses.
Risk factors	Investing in our securities involves significant risks, including, but not limited to, the following: our limited operating history and history of losses; our lack of full-time management; our limited number of operating wells and lack of diversification; and price volatility in oil markets. You should carefully consider the information set forth in the ''Risk Factors'' section of this prospectus prior to investing in our securities.

(1) An application will be made to have our Notes and Series A warrants quoted on the OTC QX. Based upon discussions with the staff of the OTC QX, we believe our Notes and Series A warrants will be approved for quotation shortly after the date of this Prospectus. When we are notified that our Notes and Series A warrants have been approved for quotation, we will also be notified as to the trading symbols that have been assigned to these securities. The Microbonds and Series A warrants will trade separately immediately after they have been approved for quotation. Once assigned, the trading symbols will be available on the OTC QX website (www.OTCQX.com). However, there is nevertheless the risk that our Microbonds and Series A warrants may not be quoted on the OTC QX or that the quotation of these securities may be delayed. See the risk factor on page 6 of this prospectus entitled ''*There is no public market for our Microbonds or Series A warrants and an active market may not develop or be maintained, which could limit your ability to sell these securities*.''

(2) The number of shares of common stock outstanding after this offering is based on 17,539,748 shares outstanding as of the date of this prospectus. This number does not include shares of common stock that may become outstanding as a result of the conversion of the Microbonds (5,000,000 shares maximum) or the exercise of the Series A warrants (5,000,000 shares maximum) sold in this offering, assuming all Units offered are sold.

Forward Looking Statements

This prospectus contains various forward-looking statements that are based on our belief as well as assumptions made by and information currently available to us. When used in this prospectus, the words "believe", "expect", "anticipate", "estimate" and similar expressions are intended to identify forward-looking statements. Such statements may include statements regarding and are subject to certain risks, uncertainties and assumptions which could cause actual results to differ materially from projections or estimates. Factors which could cause actual results to differ materially are discussed at length under the heading “Risk Factors”. Should one or more of the enumerated risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, estimated or projected. Investors should not place undue reliance on forward-looking statements, all of which speak only as of the date made.

RISK FACTORS

Investors should be aware that this offering involves certain risks, including those described below, which could adversely affect the value of our common stock. We do not make, nor has it authorized any other person to make, any representation about the future market value of our common stock. In addition to the other information contained in this prospectus, the following factors should be considered carefully in evaluating an investment in our common stock.

We are in the development stage and may never be profitable.

We have never earned a profit and we expect to incur losses during the foreseeable future and may never be profitable. We will need to earn a profit or obtain additional financing until we are able to earn a profit. Our offering is being conducted on a "best efforts" basis. There is no minimum number of Units which are required to be sold in this offering and all proceeds from the sold of the Units will be delivered to us.

As a result of our short operating history it is difficult for potential investors to evaluate our business . There can be no assurance that we can implement our business plan, that we will be profitable, or that the securities which may be sold in this offering will have any value.

Our failure to obtain capital may significantly restrict our proposed operations.

We need additional capital to fund our operating losses and to commence business. If only a small number of Units are sold, the amount received from this offering may provide little benefit to us. Even if all Units offered are sold, we may need additional capital.

We do not know what the terms of any future capital raising may be but any future sale of our equity securities would dilute the ownership of existing stockholders and could be at prices substantially lower than the conversion price of the Microbonds or the exercise price of the Series A warrants. Our failure to obtain the capital which we require will result in the slower implementation of our business plan or our inability to implement our business plan. There can be no assurance that we will be able to obtain any capital which we will need.

We may be unable to pay the Microbonds sold in this offering or the interest on the Microbonds.

As of the date of this prospectus we were operating at a loss. If all Units offered are sold, we will be required to make interest payments of $1,200,000 each year to the holders of our Microbonds. If our drilling program is not successful, we will be unable to make interest or principal payments on the Microbonds.

Oil and gas exploration is not an exact science, and involves a high degree of risk, including the risk that we may drill wells that are not productive at all, or wells which may not produce oil in sufficient amounts so as to make our business profitable.

The primary risk of oil and gas exploration lies in the drilling of dry holes or drilling and completing wells which, though productive, do not produce gas and/or oil in sufficient amounts to return the amounts expended and produce a profit. Hazards, such as unusual or unexpected formation pressures, down hole fires, blowouts, loss of circulation of drilling fluids and other conditions are involved in drilling and completing oil and gas wells and, if such hazards are encountered, completion of any well may be substantially delayed or prevented. In addition, adverse weather conditions can hinder or delay operations, as can shortages of equipment and materials or unavailability of drilling, completion, and/or work-over rigs. Even though a well is completed and is found to be productive, water and/or other substances may be encountered in the well, which may impair or prevent production or marketing of oil or gas from the well.

Exploratory drilling involves substantially greater economic risks than development drilling because the percentage of wells completed as producing wells is usually less than in development drilling. Exploratory drilling itself can be of varying degrees of risk and can generally be divided into higher risk attempts to discover a reservoir in a completely unproven area or relatively lower risk efforts in areas not too distant from existing reservoirs. While exploration adjacent to or near existing reservoirs may be more likely to result in the discovery of oil and gas than in completely unproven areas, exploratory efforts are nevertheless high risk activities.

Although the completion of oil and gas wells is, to a certain extent, less risky than drilling for oil and gas, the process of completing an oil or gas well is nevertheless associated with considerable risk. In addition, even if a well is completed as a producer, the well for a variety of reasons may not produce sufficient oil or gas in order to repay our investment in the well.

The acquisition, exploration and development of oil and gas properties, and the production and sale of oil and gas are subject to many factors which are outside our control.

These factors include, among others, general economic conditions, proximity to pipelines, oil import quotas, supply, demand, and price of other fuels and the regulation of production, refining, transportation, pricing, marketing and taxation by federal, state, and local governmental authorities.

Interests that we may acquire in oil and gas properties may be subject to royalty and overriding royalty interests, liens incident to operating agreements, liens for current taxes and other burdens and encumbrances, easements and other restrictions, any of which may subject us to future undetermined expenses.

We do not intend to purchase title insurance, title memos, or title certificates for any leasehold interests we will acquire. It is possible that at some point we will have to undertake title work involving substantial costs. In addition, it is possible that we may suffer title failures resulting in significant losses.

The drilling of oil and gas wells involves hazards such as blowouts, unusual or unexpected formations, pressures or other conditions which could result in substantial losses or liabilities to third parties.

Although we intend to acquire adequate insurance, or to be named as an insured under coverage acquired by others (e.g., the driller or operator), we may not be insured against all such losses because such insurance may not be available, premium costs may be deemed unduly high, or for other reasons. Accordingly, uninsured liabilities to third parties could result in the loss of our funds or property.

Our operations will be affected from time to time and in varying degrees by political developments and federal and state laws and regulations regarding the development, production and sale of crude oil and natural gas.

Federal and state laws and regulations require permits for drilling of wells and also cover the spacing of wells, the prevention of waste, and other matters. Rates of production of oil and gas have for many years been subject to federal and state conservation laws and regulations and the petroleum industry is subject to federal tax laws. In addition, the production of oil or gas may be interrupted or terminated by governmental authorities due to ecological and other considerations. Compliance with these regulations may require a significant capital commitment by and expense to us and may delay or otherwise adversely affect our proposed operations.

From time to time legislation has been proposed relating to various conservation and other measures designed to decrease dependence on foreign oil. No prediction can be made as to what additional legislation may be proposed or enacted. Oil and gas producers may face increasingly stringent regulation in the years ahead and a general hostility towards the oil and gas industry on the part of a portion of the public and of some public officials. Future regulation will probably be determined by a number of economic and political factors beyond the control of the Company or the oil and gas industry.

Our activities will be subject to existing federal and state laws and regulations governing environmental quality and pollution control.

Compliance with environmental requirements and reclamation laws imposed by federal, state, and local governmental authorities may necessitate significant capital outlays and may materially affect our earnings, if any. It is impossible to predict the impact of environmental legislation and regulations (including regulations restricting access and surface use) on our operations in the future although compliance may necessitate significant capital outlays, materially affect our earning power or cause material changes in our intended business. In addition, we may be exposed to potential liability for pollution and other damages.

There is no public market for our Microbonds or Series A warrants and an active market may not develop or be maintained, which could limit your ability to sell these securities.

The Microbonds and Series A warrants may never be quoted on the OTC QX or quotation of these securities may be delayed .

As of the date of this prospectus there was only a limited market for our common stock and, if a public market does not continue, investors in this offering, should they elect to convert their notes and/or exercise their warrants, may be unable to sell their shares.

If shareholders are unable to sell their shares, shareholders may never be able to recover any amounts which they paid for our securities.

In addition, the price of our common stock, included as a component of the Units, may be negatively impacted since there is no minimum number of Units which are required to be sold in this offering.

The Microbonds and Series A warrants may never be quoted on the OTC QX or quotation of these securities may be delayed.

Because there is only a limited public market for our common stock, the price for the securities we are offering was arbitrarily established, does not bear any relationship to our assets, book value or net worth, and may be greater than the price which investors in this offering may receive when they resell their shares.

Accordingly, the offering price of our securities should not be considered to be any indication of the value of our securities. The factors considered in determining the offering price included our future prospects and the likely trading future price for our common stock.

Disclosure requirements pertaining to penny stocks may reduce the level of trading activity in the market for our common stock and investors may find it difficult to sell their shares.

Trades of our common stock are subject to Rule 15g-9 of the Securities and Exchange Commission, which rule imposes certain requirements on broker/dealers who sell securities subject to the rule to persons other than established customers and accredited investors. For transactions covered by the rule, brokers/dealers must make a special suitability determination for purchasers of the securities and receive the purchaser's written agreement to the transaction prior to sale. The Securities and Exchange Commission also has rules that regulate broker/dealer practices in connection with transactions in "penny stocks". Penny stocks generally are equity securities with a price of less than $5.00 (other than securities registered on certain national securities exchanges or quoted on the NASDAQ system, provided that current price and volume information with respect to transactions in that security is provided by the exchange or system). The penny stock rules require a broker/ dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document prepared by the Commission that provides information about penny stocks and the nature and level of risks in the penny stock market. The broker/dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker/dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker/dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation.

Consequently, the penny stock rules may affect the ability of broker-dealers to sell shares of common stock and may affect the ability of shareholders to sell their shares in the secondary market, as compliance with such rules may delay and/or preclude certain trading transactions. The rules could also have an adverse effect on the market price of our common stock. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for our common stock. Many brokers may be unwilling to engage in transactions in our common stock because of the added disclosure requirements, thereby making it more difficult for shareholders to dispose of their shares. You may also find it difficult to obtain accurate information about, and/or quotations as to the price of our common stock.

Our articles of incorporation and bylaws could discourage acquisition proposals, delay a change in control or prevent other transactions.

Provisions of our articles of incorporation and bylaws, as well as provisions of the Colorado Business Corporation Act, may discourage, delay or prevent a change in control of our company or other transactions that you as a shareholder may consider favorable and may be in your best interest. Our articles of incorporation and bylaws contain provisions that:

- authorize the issuance of shares of “blank check” preferred stock that could be issued by our board of directors to increase the number of outstanding shares and discourage a takeover attempt;
- limit who may call special meetings of shareholders; and
- require advance notice for business to be conducted at shareholder meetings.

Our directors have the authority to issue common and preferred shares without shareholder approval, and preferred shares can be issued with such rights, preferences, and limitations as may be determined by our board of directors. The rights of the holders of common stock will be subject to, and may be adversely affected by, the rights of any holders of preferred stock that may be issued in the future. We presently have no commitments or contracts to issue any shares of preferred stock. Authorized and unissued preferred stock could delay, discourage, hinder or preclude an unsolicited acquisition of our company, could make it less likely that shareholders receive a premium for their shares as a result of any such attempt, and could adversely affect the market prices of, and the voting and other rights, of the holders of outstanding shares of our common stock.

We do not intend to pay any cash dividends on our common stock.

We have never declared or paid any cash dividends on our common stock and we do not anticipate paying any cash dividends in the foreseeable future. Prospective investors should not purchase these securities with any view toward the receipt of dividends.

Your ownership could be diluted by future issuances of our stock, options, warrants or other securities.

Your ownership in our company may be diluted by future issuances of capital stock or the exercise of outstanding or to be issued options, warrants or convertible notes to purchase capital stock. In particular, we may sell securities in the future in order to finance operations, expansions or particular projects or expenditures without obtaining the approval of the holders of our common stock.

DILUTION AND COMPARATIVE SHARE DATA

Upon any conversion of the Microbonds, the interest of the holder of the Microbond will be diluted to the extent of the difference between the conversion price of the Microbonds (assumed to be $2.00 for purposes of the tables below) and the pro forma net tangible book value per share of our common stock upon the completion of this offering.

The following table illustrates the dilution to investors in this offering, as well as their percentage ownership of our common stock. For purposes of the dilution calculations it was assumed that all Units offered by means of this prospectus are sold and all Microbonds sold are converted into shares of our common stock. If less than all Units offered are sold, the dilution to investors in this offering will be greater and their percentage ownership will be less than that shown in the table.

Shares to be sold in this Offering		5,000,000
Shares outstanding as of the date of this prospectus		17,539,748
Shares to be outstanding upon completion of offering		22,539,748
Tangible book value per share at September 30, 2012	$	0.18
Offering price, per share	$	2.00
Net tangible book value after offering	$	0.47
Dilution per share to investors in this offering	$	1.53
Gain per share to existing shareholders	$	0.29
Percentage ownership of common stock by investors in this offering		22.2%

Additional shares which may be issued

Shares which may be issued as a result of securities sold in this offering

		Note Reference
Shares issuable upon exercise of Series A Warrants	5,000,000	A

Other shares which may be issued:

A By means of this Prospectus we are offering to sell up to 2,000 Units. Each Unit consists of 500 Microbonds, with each Microbond in the principal amount of $10, and 2,500 Series A warrants. The Microbonds will bear interest at 12% per year, payable quarterly, will mature five years after the date of this prospectus, and are convertible into shares of our common stock, assumed to be at a conversion price of $2.00 per share for purposes of the analysis above.

Each Series A warrant entitles its holder to purchase one share of our common stock at a price of $2.00 per share at any time until their expiration on the fifth anniversary of the date of this prospectus.

We may sell additional shares of our common stock, preferred stock, warrants, convertible notes or other securities to raise additional capital. We do not have any commitments or arrangements from any person to purchase any of our securities and there can be no assurance that we will be successful in selling any additional securities.

See the “Business” section of this prospectus for information concerning shares sold prior to the date of this prospectus.

USE OF PROCEEDS

The net proceeds from this offering, after deduction of estimated expenses, will be approximately $9,925,000 if all Units offered are sold. The following shows the intended use of the proceeds from this offering, depending upon the number of Units sold.

	$ 1,000,000	$ 2,500,000	$ 5,000,000	$ 7,500,000	$ 10,000,000
Drilling and Completion of Wells	$ 840,000	$ 1,890,000	$ 3,780,000	$ 5,880,000	$ 7,375,000
Lease Acquisitions	--	320,000	600,000	775,000	1,000,000
General Corporate Purposes	$ 160,000	250,000	570,000	770,000	1,550,000
Offering Expenses	--	40,000	50,000	75,000	75,000
	$ 1,000,000	$ 2,500,000	$ 5,000,000	$ 7,500,000	$ 10,000,000

With the proceeds from this offering, we plan to drill wells on a lease covering 200 acres in the Minerva-Rockdale Field. Our portion of the cost of drilling and completing each well is estimated to be approximately $210,000. See “Business – Minerva-Rockdale Field” for more information.

The projected expenditures shown above are only estimates or approximations and do not represent a firm commitment by us. To the extent that the proposed expenditures are insufficient for the purposes indicated, supplemental amounts required may be drawn from other categories of estimated expenditures, if available. Conversely, any amounts not expended as proposed will be used for general working capital.

MARKET FOR OUR COMMON STOCK

Our common stock trades on the OTC Bulletin Board under the symbol “BBLS.”

Shown below is the range of high and low closing prices for our common stock for the periods indicated as reported by the OTC Bulletin Board. The market quotations reflect inter-dealer prices, without retail mark-up, mark-down or commissions and may not necessarily represent actual transactions.

Quarter Ended	High	Low
March 31, 2010	$ 1.01	$ 0.10
June 30, 2010	$ 1.01	$ 1.01
September 30, 2010	$ 1.01	$ 1.01
December 31, 2010	$ 1.01	$ 0.51
March 31, 2011	$ 0.51	$ 0.20
June 30, 2011	$ 0.26	$ 0.20
September 30, 2011	$ 0.26	$ 0.26
December 31, 2011	$ 0.26	$ 0.26
March 31, 2012	$ 1.25	$ 0.02
June 30, 2012	$ 1.25	$ 1.06
September 30, 2012	$ 1.75	$ 1.08

On November 30, 2012 the closing price of our common stock was $0.70.

As of November 30, 2012 we had 17,091,748 outstanding shares of common stock and approximately 200 shareholders of record.

Holders of our common stock are entitled to receive dividends as may be declared by our board of directors. Our directors are not restricted from paying any dividends but is not obligated to declare a dividend. No cash dividends have ever been declared and it is not anticipated that cash dividends will ever be paid.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

We were incorporated in Colorado in January 2002.

We planned to sell custom framed artwork, art accessories, and interior design consulting. However, we generated only limited revenue since inception and have been inactive since 2008.

In February 2012 we decided it would be in the best interests of our shareholders to no longer pursue our original business plan and, instead, to become active in the exploration and development of oil and gas properties.

Results of Operations

During the year ended December 31, 2011:

- Legal and Accounting expenses increased from the prior period as we changed auditors in late 2010. Our new auditors charged more than our previous auditor for reviewing our 10-Q reports and auditing our financial statements for the years ended December 31, 2011 and 2010; and

- General and Administrative expenses increased from the prior period due to the costs associated with adding Interactive Data Files to our website and 1934 Act reports.

During the three and nine months ended September 30, 2012:

- Oil and gas sales and lease operating expenses increased as our first wells began producing;
- Bad debt expense resulted from the write-off of a receivable that we determined was no longer collectible,
- General and Administrative expenses increased as a result of our transition to an oil and gas company,

Liquidity and Capital Resources

During the twelve months ended December 31, 2011:

- our operations used cash of $16,674, and
- we repaid $1,700, net of new advances received, to related parties.

In April 2012 we sold 1,000,000 shares of our common stock to a group of private investors for $51,250.

In April 2012 we sold 8,367,850 shares of our common stock to our officers, directors and private investors for $173,902.

Between April 1, 2012 and September 30, 2012 we sold 5,781,798 shares of our common stock, at a price of $0.70 per share, to a group of private investors.

Our sources and (uses) of funds for the nine months ended September 30, 2012 were:

Cash provided (used) in operations	$ (1,071,192)
Purchase of properties and equipment	(16,823)
Purchase of oil and gas lease	(475,000)
Drilling and completion costs	(1,525,000)
Advances from related parties	110,557
Repayment of advances from related parties	(156,108)
Purchase of treasury stock	(9,126)
Sale of common stock	4,272,403

The amounts which we plan to spend during the twelve month period following the date of this prospectus will depend on the amount we are able to raise in this offering. See “Use of Proceeds” for further information.

See the “Business” section of this prospectus for more detailed information concerning our plan of operation.

We plan to generate profits by drilling productive oil or gas wells. However, we will need to raise the funds required to drill new wells through the sale of our securities, from loans from third parties or from third parties willing to pay our share of drilling and completing the wells. We do not have any commitments or arrangements from any person to provide us with any additional capital. If additional financing is not available when needed, we may need to cease operations. We may not be successful in raising the capital needed to drill oil or gas wells. Any wells which we may drill may not be productive of oil or gas.

The Company has suffered recurring losses from operations and has a large working capital deficit. These conditions raise substantial doubt about the Company’s ability to continue as a going concern. The Company may raise additional capital through the sale of its equity securities, through offerings of debt securities, or through borrowings from financial institutions. Management believes that actions presently being taken to obtain additional funding provide the opportunity for the Company to continue as a going concern.

Contractual Obligations

The following table summarizes our contractual obligations as of September 30, 2012:

	Total	2012	2013	2014	2015
Office Lease	$ 189,903	$ 16,818	$ 68,206	$ 69,608	$ 35,271

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that have or are reasonable likely to have a current or future effect on our financial condition, changes in financial condition, results of operations, liquidity or capital resources.

Trends Affecting Future Operations

The factors that will most significantly affect our results of operations will be (i) the sale prices of crude oil and natural gas, (ii) the amount of production from oil or gas wells in which we have an interest, and (iii) lease operating expenses. Our revenues will also be significantly impacted by our ability to maintain or increase oil or gas production through exploration and development activities.

It is expected that our principal source of cash flow will be from the production and sale of crude oil and natural gas reserves which are depleting assets. Cash flow from the sale of oil and gas production depends upon the quantity of production and the price obtained for the production. An increase in prices will permit us to finance our operations to a greater extent with internally generated funds, may allow us to obtain equity financing more easily or on better terms, and lessens the difficulty of obtaining financing. However, price increases heighten the competition for oil and gas prospects, increase the costs of exploration and development, and, because of potential price declines, increase the risks associated with the purchase of producing properties during times that prices are at higher levels.

A decline in oil and gas prices (i) will reduce the cash flow internally generated by the Company which in turn will reduce the funds available for exploring for and replacing oil and gas reserves, (ii) will increase the difficulty of obtaining equity and debt financing and worsen the terms on which such financing may be obtained, (iii) will reduce the number of oil and gas prospects which have reasonable economic terms, (iv) may cause us to permit leases to expire based upon the value of potential oil and gas reserves in relation to the costs of exploration, (v) may result in marginally productive oil and gas wells being abandoned as non-commercial, and (vi) may increase the difficulty of obtaining financing. However, price declines reduce the competition for oil and gas properties and correspondingly reduce the prices paid for leases and prospects.

Other than the foregoing, we do not know of any trends, events or uncertainties that will have, or are reasonably expected to have, a material impact on our sales, revenues or expenses.

Critical Accounting Policies and Recent Accounting Pronouncements

See Note 1 to the financial statements for the nine months ended September 30, 2012 included as part of this prospectus for a description of our critical accounting policies and the potential impact of the adoption of any new accounting pronouncements.

BUSINESS

Background

We were incorporated in Colorado in January 2002.

We planned to sell custom framed artwork, art accessories, and interior design consulting. However, we generated only limited revenue since inception and have been inactive since 2008.

In February 2012 we decided it would be in the best interests of our shareholders to no longer pursue our original business plan and, instead, to become active in the exploration and development of oil and gas properties. In furtherance of our business plan, the following took place:

- Shareholders, including our former officers and directors, sold 9,125,500 shares of our common stock to an unrelated third party. The unrelated third party the sold the shares to us for $9,126 .
- In April 2012 we sold 1,000,000 shares of our common stock to a group of private investors for $51,250.
- In April 2012 we sold 8,367,850 shares of our common stock to our officers, directors and private investors for $173,902.

- We changed our name to Rockdale Resources Corporation.

- Between April 1, 2012 and September 30, 2012 we sold 5,781,798 shares of our common stock, at a price of $0.70 per share, to a group of private investors.

Plan of Operation

We plan to evaluate undeveloped oil and gas prospects and participate in drilling activities on those prospects which, in the opinion of management, are favorable for the production of oil or gas. If, through our review, a geographical area indicates geological and economic potential, we will attempt to acquire leases or other interests in the area. We may then attempt to sell portions of our leasehold interests in a prospect to third parties, thus sharing the risks and rewards of the exploration and development of the prospect with the other owners. One or more wells may be drilled on a prospect, and if the results indicate the presence of sufficient oil and gas reserves, additional wells may be drilled on the prospect.

Our strategy is to acquire other similar prospects in or adjacent to existing fields with further development potential and minimum risk in the same area.

We may also:

- acquire a working interest in one or more prospects from others and participate with the other working interest owners in drilling, and if warranted, completing oil or gas wells on a prospect, or

- purchase producing oil or gas properties.

Our activities will primarily be dependent upon available financing.

Oil and gas leases are considered real property. Title to properties which we may acquire will be subject to landowner's royalties, overriding royalties, carried, working and other similar interests and contractual arrangements customary in the oil and gas industry, to liens for current taxes not yet due, liens for amounts owing to persons operating wells, and to other encumbrances. As is customary in the industry, in the case of undeveloped properties little investigation of record title will be made at the time of acquisition (other than a preliminary review of local records). However, drilling title opinions may be obtained before commencement of drilling operations.

With the proceeds from this offering, and assuming all Units offered are sold we plan to drill, and if warranted, complete, up to 35 oil wells in the Minerva-Rockdale Field.

Minerva-Rockdale Field

The Minerva-Rockdale Field, which is located approximately 30 miles Northeast of Austin, was first discovered in 1921 and is approximately 50 square miles in size. The main producing formation for this field is the Upper Cretaceous Navarro Group of sands and shales. The Navarro is typically subdivided into several producing zones from the uppermost "A" and "B" sands to the lower "C" and "D" sands. The "B" sand is the primary producing zone. These sands are commonly fine grained and poorly sorted and were deposited close to a shoreline during a cycle of marine regression.

In April 2012 we entered into an agreement with Kingman Operating Company, Inc. Pursuant to the terms of the agreement as amended :

- we paid Kingman $475,000 for the assignment of a 100% working interest (75% net revenue interest) in an oil and gas lease covering 200 acres in the Minerva-Rockdale field.

- we paid Kingman $1,375,000 to drill and complete our first five wells.

- we paid Kingman $150,000 to drill and complete our sixth well. We are in the process of completing this well. Additional costs may be incurred in order to fracture or stimulate this well.

- we will pay Kingman $150,000 to drill and complete any additional wells on the 200 acre lease.

- at any time on or before November 1, 2012 we had the right to acquire a 100% working interest (75% net revenue interest) in a lease covering 300 acres, for $1,200,000. On November 7, 2012 the agreement with Kingman was amended such that we issued Kingman 400,000 shares of our restricted common stock, valued at $280,000, for the option to acquire the lease for $920,000 at any time on or before January 31, 2012. If we acquire this lease, which is immediately adjacent to the 200 acre lease referred to above, we will pay Kingman $150,000 to drill and complete any wells which we choose to drill on the lease, provided we commit to drilling multiple wells.

The cost to drill and complete the first five wells on the 200 acre lease was $275,000 per well. The cost to drill and complete the sixth well on the 200 acre lease was $150,000, since it was not fractured or otherwise stimulated. The cost to drill and complete any remaining wells on the 200 or 300 acre leases will be $150,000 per well, provided we commit to drilling multiple wells, as Kingman has negotiated a lower price from drilling contractors.

The wells will be drilled to sufficient depths to test the shallow Navarro B formation (approximate depth of 1,800 feet). Each well will take approximately seven days to drill and complete. Kingman will be the operator for the lease and will be paid $400 per month for each well we drill and complete.

The Minera-Rockdale field consists of 50 square miles of land. The first well in the Minerva-Rockdale field came on producing 7 bbls/day in 1921. As of November 30, 2012 there were over 14,000 wells drilled and the field has produced 8.5 million bbls of oil. The oil is light, paraffin base, and has a API gravity around 40 degrees. Water production in the "B" sands is very low.

If, in our sole discretion, the estimated future production from wells drilled on the leases in the Rockdale Field does not warrant further drilling, we plan to drill wells in other areas.

Michael D. Smith, one of our officers and directors, is an officer and director of Kingman Energy, LLC. Kingman Operating Company, Inc. is controlled by Kingman Energy.

As of November 30, 2012 we had drilled and completed our first five oil wells. As of November 30, 2012 these five wells were collectively producing 10 to 20 bbls of oil and 40 bbls of water per day. We have identified drilling sites for forty additional wells on our lease in the Rockdale-Minerva Field.

During the period from our inception to December 31, 2011, we did not drill any oil or gas wells. As of December 31, 2011, we did not have any proven oil or gas reserves.

The following table shows, as of November 30, 2012 , our producing wells, developed acreage, and undeveloped acreage, excluding service (injection and disposal) wells:

	Productive Wells		Developed Acreage		Undeveloped Acreage (1)	
State	Gross	Net	Gross	Net	Gross	Net
Texas	5	5	12.5	12.5	187.5	187.5

(1) Undeveloped acreage includes leasehold interests on which wells have not been drilled or completed to the point that would permit the production of commercial quantities of natural gas and oil regardless of whether the leasehold interest is classified as containing proved undeveloped reserves.

The following table shows, as of November 30, 2012 , the status of our gross acreage:

State	Held by Production	Not Held by Production
Texas	200	--

Acres that are Held by Production remain in force so long as oil or gas is produced from one or more wells on the particular lease. Leased acres that are not Held By Production require annual rental payments to maintain the lease until the first to occur of the following: the expiration of the lease or the time oil or gas is produced from one or more wells drilled on the leased acreage. At the time oil or gas is produced from wells drilled on the leased acreage, the lease is considered to be Held by Production.

Government Regulation

Various state and federal agencies regulate the production and sale of oil and natural gas. All states in which we plan to operate impose restrictions on the drilling, production, transportation and sale of oil and natural gas.

The Federal Energy Regulatory Commission (the "FERC") regulates the interstate transportation and the sale in interstate commerce for resale of natural gas. The FERC's jurisdiction over interstate natural gas sales has been substantially modified by the Natural Gas Policy Act under which the FERC continued to regulate the maximum selling prices of certain categories of gas sold in "first sales" in interstate and intrastate commerce.

FERC has pursued policy initiatives that have affected natural gas marketing. Most notable are (1) the large-scale divestiture of interstate pipeline-owned gas gathering facilities to affiliated or non-affiliated companies; (2) further development of rules governing the relationship of the pipelines with their marketing affiliates; (3) the publication of standards relating to the use of electronic bulletin boards and electronic data exchange by the pipelines to make available transaction information on a timely basis and to enable transactions to occur on a purely electronic basis; (4) further review of the role of the secondary market for released pipeline capacity and its relationship to open access service in the primary market; and (5) development of policy and promulgation of orders pertaining to its authorization of market-based rates (rather than traditional cost-of-service based rates) for transportation or transportation-related services upon the pipeline's demonstration of lack of market control in the relevant service market. We do not know what effect the FERC's other activities will have on the access to markets, the fostering of competition and the cost of doing business.

Our sale of oil and natural gas liquids will not be regulated and will be at market prices. The price received from the sale of these products will be affected by the cost of transporting the products to market. Much of that transportation is through interstate common carrier pipelines.

Federal, state, and local agencies have promulgated extensive rules and regulations applicable to the our oil and natural gas exploration, production and related operations. Most states require permits for drilling operations, drilling bonds and the filing of reports concerning operations and impose other requirements relating to the exploration of oil and natural gas. Many states also have statutes or regulations addressing conservation matters including provisions for the unitization or pooling of oil and natural gas properties, the establishment of maximum rates of production from oil and natural gas wells and the regulation of spacing, plugging and abandonment of such wells. The statutes and regulations of some states limit the rate at which oil and natural gas is produced from our properties. The federal and state regulatory burden on the oil and natural gas industry increases our cost of doing business and affects our profitability. Because these rules and regulations are amended or reinterpreted frequently, we are unable to predict the future cost or impact of complying with those laws.

Competition and Marketing

We will be faced with strong competition from many other companies and individuals engaged in the oil and gas business, many are very large, well established energy companies with substantial capabilities and established earnings records. We will be at a competitive disadvantage in acquiring oil and gas prospects since we must compete with these individuals and companies, many of which have greater financial resources and larger technical staffs. It is nearly impossible to estimate the number of competitors; however, it is known that there are a large number of companies and individuals in the oil and gas business.

Exploration for and production of oil and gas are affected by the availability of pipe, casing and other tubular goods and certain other oil field equipment including drilling rigs and tools. We will depend upon independent drilling contractors to furnish rigs, equipment and tools to drill our wells. Higher prices for oil and gas may result in competition among operators for drilling equipment, tubular goods and drilling crews which may affect our ability expeditiously to drill, complete, recomplete and work-over wells.

The market for oil and gas is dependent upon a number of factors beyond our control, which at times cannot be accurately predicted. These factors include the proximity of wells to, and the capacity of, natural gas pipelines, the extent of competitive domestic production and imports of oil and gas, the availability of other sources of energy, fluctuations in seasonal supply and demand, and governmental regulation. In addition, there is always the possibility that new legislation may be enacted which would impose price controls or additional excise taxes upon crude oil or natural gas, or both. Oversupplies of natural gas can be expected to recur from time to time and may result in the gas producing wells being shut-in. Imports of natural gas may adversely affect the market for domestic natural gas.

The market price for crude oil is significantly affected by policies adopted by the member nations of Organization of Petroleum Exporting Countries ("OPEC"). Members of OPEC establish prices and production quotas among themselves for petroleum products from time to time with the intent of controlling the current global supply and consequently price levels. We are unable to predict the effect, if any, that OPEC or other countries will have on the amount of, or the prices received for, crude oil and natural gas.

Gas prices, which were once effectively determined by government regulations, are now largely influenced by competition. Competitors in this market include producers, gas pipelines and their affiliated marketing companies, independent marketers, and providers of alternate energy supplies, such as residual fuel oil. Changes in government regulations relating to the production, transportation and marketing of natural gas have also resulted in significant changes in the historical marketing patterns of the industry. Generally, these changes have resulted in the abandonment by many pipelines of long-term contracts for the purchase of natural gas, the development by gas producers of their own marketing programs to take advantage of new regulations requiring pipelines to transport gas for regulated fees, and an increasing tendency to rely on short-term contracts priced at spot market prices.

General

As of September 30, 2012 we had four full time employees and no part time employees.

Our principal office is located at 11044 Research Blvd., Suite A-200, Austin, Texas 78759. This office is leased until June, 2015 at a rate of $5,440 per month. We maintain a satellite office located at 1551 Larimer Street #2701, Denver, CO 80202. This office is furnished free of charge by a company affiliated with John Barton, one of our directors.

MANAGEMENT

Name	Age	Position
Michael D. Smith	53	President, Chief Executive Officer and a Director
John P. Barton	69	Vice President and a Director
Marc S. Spezialy	30	Chief Accounting and Financial Officer
Rick A. Wilber	65	Director

The principal occupations of our officers and directors, during the past several years are as follows:

Michael D. Smith has been one of our officers and directors since April 2012. June 2010 Mr. Smith founded Kingman Energy LLC, and has been Kingman Energy's Chief Executive Officer since then. Kingman Energy focuses on the exploration and development of shall oil fields in Rockdale, Texas. Between February 2001 and July 2008, Mr. Smith was Vice President of Victoria Energy, an oil and gas brokerage company. Since June 1995, Mr. Smith has served as Vice President of Jersey Investment a commercial real estate development firm.

Marc Spezialy has been our Chief Accounting and Financial Officer since April 2012. Between July 2011 and March 2012 Mr. Spezialy was a manager at PricewaterhouseCoopers LLP in their Austin, Texas office. Between December 2009 and July 2011 Mr. Spezialy was with the accounting firm of Maxwell Locke and Ritter in Austin, Texas. Between July 2004 and December 2009 Mr. Spezialy was with PricewaterhouseCoopers LLP in their San Francisco, California and Austin, Texas offices. Mr. Spezialy received a Bachelor of Science in Accounting and Finance from the University of San Francisco and is a licensed CPA in Texas and California.

John Barton has been our Vice President and a director since February 2012. Mr. Barton has been a director of Vanguard Energy Corporation since June, 2010. Since 2007 Mr. Barton has served as a managing partner of Energy Capital Partners, LLC. Since 2005 Mr. Barton has been a partner of Cambridge Energy Associates, LLC. Mr. Barton has been active in raising capital for oil and gas corporations since 2003.

Rick A. Wilber has been one of our directors since April 2012. Mr. Wilber has been a director of Synergy Resources Corporation, a publicly traded oil and gas exploration and development corporation since September 2008. Mr. Wilber has been a director of Ultimate Software Group Inc. since October 2002 and serves as a member of its audit and compensation committees. Mr. Wilber has served as a director of Vanguard Energy Corporation since June, 2010. Mr. Wilber previously served as a director of Ultimate Software Group between October 1997 and May 2000. Since 1984 Mr. Wilber has been a private investor in, and a consultant to, numerous development stage companies. In 1974 Mr. Wilber was a co-founder of Champs Sporting Goods, a retail sporting goods chain, and served as its President between 1974 and 1984.

We believe our directions are qualified to act as such for the following reasons:

Michael D. Smith	Experience in the oil and gas industry
John Barton	Experience in corporate finance and business development
Rick Wilber	Experience in business development

Executive Compensation

No compensation has been paid, whether in the form of cash, stock bonus awards, or stock option awards, to any of our officers during the two fiscal years ended December 31, 2011.

The following shows the amounts we expect to pay to our officers during the twelve months ending August 31, 2013 and the amount of time these persons expect to devote to our business.

Name	Projected Compensation	Percent of Time to be Devoted to our Business
Michael D. Smith	$ 120,000	70%
Marc S. Spezialy	$ 120,000	90%

We do not have a compensation committee. Our Board of Directors serves as our Audit Committee. None of our directors is a financial expert as that term is defined by the Securities and Exchange Commission. None of our directors are independent as that term is defined in Rule 803 of the NYSE Amex.

We do not provide our officers or employees with pension, stock appreciation rights, long-term incentive, profit sharing, retirement or other plans, although we may adopt one or more of such plans in the future.

We do not maintain any life or disability insurance on any of our officers.

We do not have any outstanding options, warrants or other securities which provide for the issuance of additional shares of our common stock.

Employment Agreements

Michael D. Smith

In April 2012 we entered into an employment agreement with Michael D. Smith. The employment agreement provides that we will pay Mr. Smith an annual salary of $120,000 during the term of the agreement.

During each year of the employment term, Mr. Smith is entitled to six weeks of paid vacation days. During the employment term, Mr. Smith will be entitled to receive any benefits which are provided to our full time employees in accordance with our policies and practices and subject to Mr. Smith's satisfaction of any applicable conditions of eligibility.

In the event of Mr. Smith's illness or disability for a continuous period of six months during which he is unable to render services, Mr. Smith's compensation will continue during such period, and at the end of such period we may terminate Mr. Smith's employment on 30 days' prior written notice. Any dispute as to Mr. Smith's disability will be submitted to an impartial and reputable physician which we select and which is agreeable to Mr. Smith.

We may terminate the employment agreement at any time for cause, which means: (i) a willful act by Mr. Smith that is not in our financial best interest; (ii) a willful failure by Mr. Smith to follow the reasonable, prudent and lawful direction of our directors; or (iii) a failure by Mr. Smith to substantially perform his duties within 30 days after our demand for substantial performance. If Mr. Smith's employment is terminated for cause, we must pay him his full salary through the date of termination.

Mr. Smith may terminate his employment: for good reason. "Good reason" means: (A) a change-in-control of the Company (i.e. the acquisition by which any person of more than 50% of our common stock, or a change in a majority of our directors which has not been approved by the incumbent directors); (B) our failure to comply with any material provision of the employment agreement which has not been cured within 10 days after notice of such noncompliance has been given by Mr. Smith; or (C) any termination of Mr. Smith's employment other than for cause.

If, within one year following a change-in-control, Mr. Smith resigns for good reason or we terminate his employment without cause, Mr. Smith will receive: (i) a lump-sum severance payment equal to $120,000, less applicable deductions and withholdings; (ii) the full amount of any bonus for the fiscal year in which he is terminated, less applicable deductions and withholdings; (iii) immediate vesting of any unvested shares under any outstanding stock options; and (iv) should he be eligible for and elect to continue health insurance pursuant to COBRA, payment of COBRA premiums for twelve months following the termination of his employment.

In the event of Mr. Smith's death during the term, we will pay to his beneficiary an amount equal to the monthly rate of his salary for a period of six months.

Mr. Smith may terminate the employment agreement on 90-days' notice to us, without good reason, in which case we will pay Mr. Smith his salary up to the end of the 90 days.

Except as provided above, upon the termination of Mr. Smith's employment we will pay him his salary up through the date of termination.

Marc Spezialy

In April 2012 we entered into an employment agreement with Marc Spezialy. The employment agreement provides that we will pay Mr. Spezialy an annual salary of $120,000 during the term of the agreement. The employment agreement will continue in force until terminated by us or Mr. Spezialy.

During the employment term, Mr. Spezialy will be entitled to receive any benefits which are provided to our full time employees in accordance with our policies and practices and subject to Mr. Spezialy's satisfaction of any applicable conditions of eligibility.

PRINCIPAL SHAREHOLDERS

The following table shows, as of November 30, 2012 , information with respect to those persons owning beneficially 5% or more of our common stock and the number and percentage of outstanding shares owned by each of our officers and directors and by all officers and directors as a group. Unless otherwise indicated, each owner has sole voting and investment powers over his shares of common stock.

Name	Number of Shares	Percent of Class Before Offering (1)	Percent of Class After Offering (2)
Michael D. Smith	2,000,000(3)	11.4%	8.9%
John P. Barton	936,707(4)	5.3%	43.7%
Marc S. Spezialy	220,000	1.3%	1.0%
Rick A. Wilber	1,500,000	8.6%	6.7%
All officers and directors as a group (four persons)	4,656,707	26.5%	18.2%

(1) Does not give effect to sale of any Units.

(2) Assumes all Microbonds offered are sold and converted into shares of our common stock at a conversion price of $2.00 per share, but none of the Series A Warrants are exercised.

(3) Includes 400,000 shares owned by Kingman Operating Company, which is controlled by Mr. Smith.

(4) A total of 330,000 shares are held by Energy Capital Partners, LLC, a limited liability company controlled by Mr. Barton and a total of 375,000 shares are held by SGS, Ltd. a company over which Mr. Barton has investment control.

Transactions with Related Parties/ Conflicts of Interest/Consulting Agreements

In April 2012 we sold shares of our common stock to the following officers and/or directors, in the amounts, and for the consideration shown below:

Name	Shares	Consideration
Michael D. Smith	1,600,000	$ 16,000
John P. Barton	1,557,850	$ 35,032
Rick A. Wilber	600,000	$ 16,200
Rick A. Wilber	500,000	$ 25,000
Marc Spezialy	200,000	Services rendered

Subsequent to April 2012 Mr. Barton transferred 1,026,143 shares to unrelated third parties.

Oil and gas drilling ventures inevitably involve areas of activity in which conflicts of interest arise. As explained in the "Business' section of this prospectus, we have an agreement with Kingman Operating Company which pertains to drilling, completing and operating wells on our behalf. As consideration for amending an agreement pertaining a 300 acre lease in the Minevra-Rockdale field, we issued 400,000 shares of our restricted common stock to Kingman Operating Company.

Michael D. Smith, one of our officers and directors, is an officer and director of Kingman Energy, LLC. Kingman Operating Company is controlled by Kingman Energy. Accordingly, the price we will pay for the oil and gas lease, and the price will pay for drilling and completing wells, may not be the result of arm's length negotiations and may be higher than that which we could have obtained from unrelated third parties.

Although Kingman will not pay any of the costs required to drill, and if warranted, complete any wells which will be drilled with the proceeds from this prospectus, we will convey to Kingman a 10% working interest in the lease when we have recovered, from the net proceeds of the sale of any oil or gas produced from any wells drilled or completed on the lease, an amount equal to the cost of drilling, testing, completing, equipping and operating any wells on the lease. As a result, Kingman will have a conflict of interest in electing to complete wells since Kingman will have no financial risk if a well does not produce gas in commercial quantities.

Affiliates of Kingman own, or may acquire, leases which are adjacent to the leases we have acquired, or may acquire. Any wells which are completed as commercial wells could improve the value of the acreage held by these affiliates. In such an event, the affiliates would benefit in the increased value of their leasehold interests without bearing the expense or risk of drilling a well.

We have an agreement with Energy Capital Partners, LLC which provides that we will pay Energy Capital $18,000 a month for consulting with us concerning capital formation. In addition to providing consulting services, Energy Capital provides us, free of charge, with office space in Denver, Colorado. The consulting agreement expires on April 30, 2013. Energy Capital is controlled by John Barton.

We have an agreement which provides that we will pay a consultant $10,000 a month for consulting with us concerning capital formation. The consulting agreement expires on April 13, 2013.

We had an agreement with a consultant which provided us with investor relations services. During the term of this agreement, which ended on October 23, 2012, we paid the consultant $20,000 in cash and we issued 30,000 shares of our restricted common stock to the consultant.

We have an agreement with a consultant which advises us in the area of capital formation. During the twelve month term of this agreement, which expires on April 30, 2013, we have agreed to pay the consultant a fee of $10,000 per month.

With the exception of Energy Capital Partners, none of the consultants mentioned above are affiliated with us.

PLAN OF DISTRIBUTION

By means of this prospectus we are offering up to 2,000 Units to the public at a price of $5,000 per Unit. Each unit consists of 500 Microbonds and 2,500 Series A warrants.

We are offering the Units on a "best efforts" basis. We will not employ any brokers or sales agents to sell the Units and we will not compensate any officer or third party for their participation in this offering. There is no firm commitment by any person to purchase any of the Units and there is no assurance that any Units offered will be sold. All proceeds from the sale of the Units will be promptly delivered to us. We plan to end the offering on _____. However, we may at our discretion end the offering sooner or extend the offering to _____.

We have the right to refuse to accept subscriptions for Units from any person for any reason whatsoever. No subscription shall be deemed to be binding upon us until accepted in writing by our President.

This prospectus also relates to 5,000,000 shares of common stock which we may issue upon any conversion of the Microbonds and 5,000,000 shares of common stock which we may issue upon any exercise of the Series A warrants.

Determination of Offering Price

The factors considered in determining the conversion price of the Microbonds and the exercise price of the Series A warrants included our future prospects in the oil and gas industry and the likely future trading price for our common stock.

Because there is only a limited public market for our common stock, the conversion price for the Microbonds and the exercise price of the Series A warrants does not bear any relationship to our assets, book value or net worth, and may be greater than the price which investors in this offering may receive upon the resale of any shares of our common stock. The Microbonds and the exercise price of Series A warrants should not be considered to be any indication of the value of our common stock.

DESCRIPTION OF SECURITIES

Units

By means of this prospectus we are offering Units at a price of $5,000 per unit. Each unit consists of 500 Microbonds, with each Microbond in the principal amount of $10, and 2,500 Series A warrants.

Microbonds

The Microbonds we are offering by means of this Prospectus will be in the principal amount of $10, will bear interest at 12% per year, payable monthly, will mature in 2017, and will be convertible into shares of our common stock, initially at a conversion price of $2.00 per share. The Conversion Price will be proportionately adjusted in the event of any stock split or capital reorganization.

However, at our option, and upon twenty days prior written notice given at any time one year after the date of this prospectus, we may prepay any outstanding Microbonds, if:

- our common stock has closed at a price which is at least twice the then applicable conversion price for at least ten consecutive trading days; and
- the average trading volume in our common stock has been at least 30,000 shares during the ten trading days.

In addition, at our option, and upon twenty days prior written notice, we may prepay any outstanding Microbonds if:

- at least 50% of our outstanding shares are acquired in a merger, share-for-share exchange, or similar transaction, and
- the amount received for one share of our common stock in the transaction, either in cash, fair value of securities or property, or any combination of cash, securities or property, is at least twice the then applicable conversion price.

The Microbonds will be secured by a first lien by any wells we drill and complete or acquire with the proceeds from this offering and will be secured by a second lien on all our other assets. The second lien will be subordinate to any borrowings, not to exceed $5,000,000, from a bank or similar financial institution.

Any of the following are an event of default:

- We fail to make any interest or principal payment when due;
- We breach any representation, warranty or covenant or defaults in the timely performance of any other obligation in our agreements with the holders of the Microbonds and the breach or default continues uncured for a period of fifteen business days after the date on which notice of the breach or default is first given to us, or ten trading days after we become, or should have become, aware of such breach or default; and
- We file for protection from our creditors under the federal bankruptcy code, or a third party files an involuntary bankruptcy petition against us.

If an event of default occurs, the Microbonds will become immediately due and payable and the interest rate will increase to 18% on the outstanding principal.

Series A Warrants

Each Series A Warrant entitles the holder to purchase one share of our common stock at a price of $2.00 per share. The Series A Warrants will expire five years from the date of this prospectus.

However, at our option, and upon twenty days prior written notice, we may accelerate the expiration date of the Series A warrants if:

- our common stock has closed at a price which is at least twice the then applicable warrant exercise price for at least twenty consecutive trading days;
- the average trading volume in our common stock has been at least 30,000 shares during the ten trading days; and
- we have a current and effective registration statement available covering the shares of common stock issuable upon the exercise of the warrants.

Other provisions of the Warrants are set forth below. This information is subject to the provisions of the Warrant Certificate representing the Warrants.

1. Unless exercised within the time provided for exercise, the Warrants will automatically expire.

2. The exercise price of the Warrants may not be increased during the term of the Warrants, but the exercise price may be decreased at the discretion of our directors by giving each Warrant holder notice of such decrease. The expiration date of the Warrants may be extended by our directors giving notice of such extension to each Warrant holder of record.

3. There is no minimum number of shares which must be purchased upon exercise of the Warrants.

4. The holders of the Warrants in certain instances are protected against dilution of their interests represented by the underlying shares of common stock upon the occurrence of stock dividends, stock splits, reclassifications, and mergers.

5. The holders of the Warrants have no voting power and are not entitled to dividends. In the event of our liquidation, dissolution, or winding up, holders of the Warrants will not be entitled to participate in the distribution of our assets.

Common Stock

We are authorized to issue 75,000,000 shares of common stock. Holders of common stock are each entitled to cast one vote for each share held of record on all matters presented to shareholders. Cumulative voting is not allowed; hence, the holders of a majority of the outstanding common stock can elect all directors.

Holders of common stock are entitled to receive such dividends as may be declared by the Board of Directors out of funds legally available therefore and, in the event of liquidation, to share pro rata in any distribution of the Company's assets after payment of liabilities. The board is not obligated to declare a dividend. It is not anticipated that dividends will be paid in the foreseeable future.

Holders of common stock do not have preemptive rights to subscribe to additional shares if issued by the Company. There are no conversion, redemption, sinking fund or similar provisions regarding the common stock.

Preferred Stock

We are authorized to issue 10,000,000 shares of preferred stock. Shares of preferred stock may be issued from time to time in one or more series as may be determined by our Board of Directors. The voting powers and preferences, the relative rights of each such series and the qualifications, limitations and restrictions of each series will be established by the Board of Directors. Our directors may issue preferred stock with multiple votes per share and dividend rights which would have priority over any dividends paid with respect to the holders of our Common Stock. The issuance of preferred stock with these rights may make the removal of management difficult even if the removal would be considered beneficial to shareholders generally, and will have the effect of limiting shareholder participation in transactions such as mergers or tender offers if these transactions are not favored by our management. As of the date of this Memorandum offering memorandum we had not issued any shares of preferred stock.

Options and Warrants

See "Dilution and Comparative Share Data" for information concerning our outstanding options and warrants.

Transfer Agent

Our Transfer Agent and Registrar is:

Corporate Stock Transfer, Inc.
3200 Cherry Creek South Drive, Suite 430
Denver, CO 80209
Telephone: (303) 282-4800

Corporate Stock Transfer will be the Transfer Agent and Registrar for the Microbonds. Interest on the outstanding principal amount of the Microbonds will be paid monthly to the holder of the Microbonds at the address shown on the records of Corporate Stock Transfer.

EXPERTS

The financial statements of Rockdale Resources Corporation for the two years ended December 31, 2011 and 2010 included in this prospectus have been so included in reliance on the report of MaloneBailey, LLP.., an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

INDEMNIFICATION

Our Bylaws authorize indemnification of a director, officer, employee or agent of the Company against expenses incurred by him in connection with any action, suit, or proceeding to which he is named a party by reason of his having acted or served in such capacity, except for liabilities arising from his own misconduct or negligence in performance of his duty. In addition, even a director, officer, employee, or agent of the Company' who was found liable for misconduct or negligence in the performance of his duty may obtain such indemnification if, in view of all the circumstances in the case, a court of competent jurisdiction determines such person is fairly and reasonably entitled to indemnification. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, or persons controlling the Company' pursuant to the foregoing provisions, the Company has been informed that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Act and is therefore unenforceable.

GLOSSARY OF OIL AND GAS TERMS

DEVELOPED ACREAGE. The number of acres that are allocated or assignable to productive wells or wells capable of production.

DISPOSAL WELL. A well employed for the reinjection of salt water produced with oil into an underground formation.

HELD BY PRODUCTION. A provision in an oil, gas and mineral lease that perpetuates an entity's right to operate a property or concession as long as the property or concession produces a minimum paying quantity of oil or gas.

INJECTION WELL. A well employed for the injection into an underground formation of water, gas or other fluid to maintain underground pressures which would otherwise be reduced by the production of oil or gas.

LANDOWNER'S ROYALTY. A percentage share of production, or the value derived from production, which is granted to the lessor or landowner in the oil and gas lease, and which is free of the costs of drilling, completing, and operating an oil or gas well.

LEASE. Full or partial interests in an oil and gas lease, authorizing the owner thereof to drill for, reduce to possession and produce oil and gas upon payment of rentals, bonuses and/or royalties. Oil and gas leases are generally acquired from private landowners and federal and state governments. The term of an oil and gas lease typically ranges from three to ten years and requires annual lease rental payments of $1.00 to $2.00 per acre. If a producing oil or gas well is drilled on the lease prior to the expiration of the lease, the lease will generally remain in effect until the oil or gas production from the well ends. The owner of the lease is required to pay the owner of the leased property a royalty which is usually between 12.5% and 16.6% of the gross amount received from the sale of the oil or gas produced from the well.

LEASE OPERATING EXPENSES. The expenses of producing oil or gas from a formation, consisting of the costs incurred to operate and maintain wells and related equipment and facilities, including labor costs, repair and maintenance, supplies, insurance, production, severance and other production excise taxes.

NET ACRES OR WELLS. A net well or acre is deemed to exist when the sum of fractional ownership working interests in gross wells or acres equals one. The number of net wells or acres is the sum of the fractional working interests owned in gross wells or acres expressed as whole numbers and fractions.

NET REVENUE INTEREST. A percentage share of production, or the value derived from production, from an oil or gas well and which is free of the costs of drilling, completing and operating the well.

OVERRIDING ROYALTY. A percentage share of production, or the value derived from production, which is free of all costs of drilling, completing and operating an oil or gas well, and is created by the lessee or working interest owner and paid by the lessee or working interest owner to the owner of the overriding royalty.

PRODUCING PROPERTY. A property (or interest therein) producing oil or gas in commercial quantities or that is shut-in but capable of producing oil or gas in commercial quantities. Interests in a property may include working interests, production payments, royalty interests and other non-working interests.

PROSPECT. An area in which a party owns or intends to acquire one or more oil and gas interests, which is geographically defined on the basis of geological data and which is reasonably anticipated to contain at least one reservoir of oil, gas or other hydrocarbons.

PROVED RESERVES. Proved oil and gas reserves are the estimated quantities of crude oil, natural gas and natural gas liquids which geological and engineering data demonstrate with reasonable certainty to be recoverable in future years from known reservoirs under existing economic and operating conditions (prices and costs held constant as of the date the estimate is made).

SHUT-IN WELL. A well which is capable of producing oil or gas but which is temporarily not producing due to mechanical problems or a lack of market for the well's oil or gas.

UNDEVELOPED ACREAGE. Lease acres on which wells have not been drilled or completed to a point that would permit the production of commercial quantities of oil and gas regardless of whether or not such acreage contains proved reserves. Undeveloped acreage should not be confused with undrilled acreage which is "Held by Production" under the terms of a lease.

WORKING INTEREST. A percentage of ownership in an oil and gas lease granting its owner the right to explore, drill and produce oil and gas from a tract of property. Working interest owners are obligated to pay a corresponding percentage of the cost of leasing, drilling, producing and operating a well. After royalties are paid, the working interest also entitles its owner to share in production revenues with other working interest owners, based on the percentage of the working interest owned.

ADDITIONAL INFORMATION

In connection with the Units offered by this prospectus, we have filed a registration statement on Form S-1 under the Securities Act of 1933 with the Securities and Exchange Commission. This prospectus, filed as part of the registration statement, does not contain all of the information included in the registration statement and the accompanying exhibits and schedules. For further information with respect to our Units, shares and warrants, and us, you should refer to the registration statement and the accompanying exhibits. Statements contained in this prospectus regarding the contents of any contract or any other document are not necessarily complete, and you should refer to the copy of the contract or other document filed as an exhibit to the registration statement, each statement being qualified in all respects by the actual contents of the contract or other document referred to.

We also file reports and other information electronically with the SEC. Our registration statement and other SEC filings are available to the public over the Internet at the SEC's website at www.sec.gov. You may also read and copy any document we file with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of its Public Reference Room.

We intend to furnish our stockholders with annual reports containing financial statements audited by our independent registered public accounting firm.

Index to Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors of
Rockdale Resources (formerly Art Design, Inc.)
Englewood. CO

We have audited the accompanying balance sheets of Rockdale Resources Corporation (formerly Art Design, Inc.) (the "Company"), as of December 31, 2011 and 2010, and the related statements of expenses, stockholders' equity (deficit) and cash flows for each of the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform an audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2011 and 2010, and the results of its operations and its cash flows for each of the years then ended, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has not generated revenue and has a working capital deficit. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in this regard are described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ MaloneBailey, LLP
www.malonebailey.com
Houston, Texas
March 26, 2012, except for Note 7, which is December 17, 2012

ROCKDALE RESOURCES CORPORATION
(FORMELY ART DESIGN, INC.)
BALANCE SHEETS

	December 31	
	2011	**2010**
ASSETS		
Current assets		
Cash	$ 392	$ 18,766
Accounts receivable-related party	24,800	15,000
Total current assets	25,192	33,766
Property & equipment		
Furniture & equipment	13,269	13,269
Less accumulated depreciation	(12,914)	(12,494)
Net property and equipment	355	775
Total Assets	$ 25,547	$ 34,541
LIABILITIES & STOCKHOLDERS' EQUITY (DEFICIT)		
Current liabilities		
Accounts payable	$ 7,658	$ -
Accounts payable - related party	2,350	-
Accrued liabilities	137	-
Short term debt	3,250	-
Note payable - related party	42,301	34,201
Total current liabilities	55,696	34,201
Total Liabilities	55,696	34,201
Stockholders' Equity (Deficit)		
Preferred stock, $.10 par value; 1,000,000 shares authorized; No shares issued & outstanding	-	-
Common stock, $.001 par value; 50,000,000 shares authorized; 10,820,600 shares issued & outstanding	10,821	10,821
Additional paid in capital	185,218	185,218
Accumulated deficit	(226,188)	(195,699)
Total Stockholders' Equity (Deficit)	(30,149)	340
Total Liabilities and Stockholders' Equity (Deficit)	$ 25,547	$ 34,541

The accompanying notes are an integral part of these audited financial statements.

ROCKDALE RESOURCES CORPORATION
(FORMELY ART DESIGN, INC.)
STATEMENTS OF EXPENSES

	Year Ended December 31 2011	Year Ended December 31 2010
Operating expenses:		
Depreciation	$ 420	$ 420
Legal & accounting	19,702	13,150
General and administrative	10,230	4,046
	30,352	17,616
Loss from operations	(30,352)	(17,616)
Other income (expense):		
Interest (expense)	(137)	-
Net loss	$ (30,489)	$ (17,616)
Net income (loss) per share		
(Basic and fully diluted):	$ (0.00)	$ (0.00)
Weighted average number of common shares outstanding	10,820,600	10,820,600

The accompanying notes are an integral part of these audited financial statements.

ROCKDALE RESOURCES CORPORATION
(FORMELY ART DESIGN, INC.)
STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)

	Common Stock				
	Shares	Amount ($.001 Par)	Paid in Capital	Accumulated Deficit	Stockholders' Equity (Deficit)
Balances at December 31, 2009	10,820,600	$ 10,821	$ 185,218	$ (178,083)	$ 17,956
Net loss for the year				(17,616)	(17,616)
Balances at December 31, 2010	10,820,600	$ 10,821	$ 185,218	$ (195,699)	$ 340
Net loss for the year				(30,489)	(30,489)
Balances at December 31, 2011	10,820,600	$ 10,821	$ 185,218	$ (226,188)	$ (30,149)

The accompanying notes are an integral part of these audited financial statements.

ROCKDALE RESOURCES
(FORMELY ART DESIGN, INC.)
STATEMENTS OF CASH FLOWS

	Year Ended December 31, 2011	Year Ended December 31, 2010
Cash Flows From Operating Activities:		
Net loss	$ (30,489)	$ (17,616)
Adjustments to reconcile net loss to net cash provided by (used for) operating activities:		
Depreciation	420	420
Accounts payable	10,908	
Accounts payable – related party	2,350	
Accrued liabilities	137	-
Net cash used in operating activities	(16,674)	(17,196)
Cash Flows From Investing Activities:		
Loan to affiliated company	(9,800)	(15,000)
Net cash used in investing activities	(9,800)	(15,000)
Cash Flows From Financing Activities:		
Short term debt from related parties	8,100	-
Net cash provided by (used for) financing activities	8,100	-
Net Increase (Decrease) In Cash	(18,374)	(32,196)
Cash At The Beginning Of The Period	18,766	50,962
Cash At The End Of The Period	$ 392	$ 18,766
Schedule of Non-Cash Investing and Financing Activities		
Conversion of accounts payable into notes payable	$ 3,250	$ -
Supplemental Disclosure		
Cash paid for interest	$ -	$ -
Cash paid for income taxes	$ -	$ -

The accompanying notes are an integral part of these audited financial statements.

ROCKDALE RESOURCES CORPORATION
(FORMELY ART DESIGN, INC.)
NOTES TO FINANCIAL STATEMENTS
December 31, 2011 and 2010

NOTE 1. ORGANIZATION, OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Art Design, Inc. ("we", "our" or the "Company"), was incorporated in the State of Colorado on January 16, 2002. The Company sells art work and interior decorating to professional and business offices.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and cash equivalents

The Company considers all highly liquid investments with an original maturity of three months or less as cash equivalents.

Property and equipment

Property and equipment are recorded at cost and depreciated under straight line methods over each item's estimated useful life.

Income tax

We follow Financial Accounting Standards Board ("FASB") Statement of Financial Accounting Standards ("SFAS") No. 109, ASC 740 - "Accounting for Income Taxes" ("ASC 740"). This standard requires the use of an asset and liability approach for financial accounting for and reporting of income taxes. If it is more likely than not that some portion or all of a deferred tax asset will not be realized, a valuation allowance is recognized.

Net income (loss) per share

The net income (loss) per share is computed by dividing the net income (loss) by the weighted average number of shares of common outstanding. Warrants, stock options, and other dilutive instruments are not included in the computation if the effect would be anti-dilutive. As of and for the year ended December 31, 2011 and 2010, there were no potentially dilutive instruments outstanding.

ROCKDALE RESOURCES CORPORATION
(FORMELY ART DESIGN, INC.)
NOTES TO FINANCIAL STATEMENTS
December 31, 2011 and 2010

NOTE 1. ORGANIZATION, OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

Financial Instruments

The Company's financial instruments consist principally of cash and cash equivalents, other receivables, and related party notes payable. Management believes that the recorded values of our other financial instruments approximate their current fair values because of their nature and relatively short maturity dates or durations.

Long-Lived Assets

In accordance with ASC 350, the Company reviews the carrying value of intangible and other long-lived assets for the existence of facts or circumstances, both internally and externally, that may suggest impairment. If impairment testing indicates a lack of recoverability, an impairment loss is recognized by the Company if the carrying amount of a long-lived asset exceeds its fair value.

Reclassification

Certain prior year amounts have been reclassified to conform to the current year presentation.

Recently Issued Accounting Pronouncements

The Company has evaluated all the recent accounting pronouncements through the filing date and believes that none of them will have a material effect on the Company.

NOTE 2. GOING CONCERN

The Company has suffered recurring losses from operations and has a large working capital deficit. These conditions raise substantial doubt about the Company's ability to continue as a going concern. The Company may raise additional capital through the sale of its equity securities, through offerings of debt securities, or through borrowings from financial institutions. Management believes that actions presently being taken to obtain additional funding provide the opportunity for the Company to continue as a going concern.

ROCKDALE RESOURCES CORPORATION
(FORMELY ART DESIGN, INC.)
NOTES TO FINANCIAL STATEMENTS
December 31, 2011 and 2010

NOTE 3. RELATED PARTY TRANSACTIONS

The Company has a note payable to a Company officer. The note is unsecured and payable upon demand. The note bears interest at 8% per annum if not paid promptly upon demand. The outstanding principal balance on the note was $34,201 at December 31, 2011 and 2010.

The Company has a note payable to a Company officer. The note is unsecured and payable upon demand. The note bears interest at 8% per annum . The outstanding principal balance on the note was $8,100 and $0 at December 31, 2011 and 2010, respectively. As of December 31, 2011, company had accrued interest of $72, the interest has only been accrued for the money borrowed during the current period starting October 1, 2011.

During the year ended December 31, 2011, the company lent $9,800 to a company affiliated through common control. The receivable balance was $24,800 at December 31, 2011. The loan does not bear interest and is payable upon demand.

NOTE 4. SHORT TERM DEBT

In September 2011, a promissory note was issued in exchange for legal fees due in the amount of $3,250. The note amount bears an 8% interest rate, payable on demand and had accrued interest of $65 as of December 31, 2011.

NOTE 5. INCOME TAXES

Deferred income taxes arise from the temporary differences between financial statement and income tax recognition of net operating losses. These loss carryovers are limited under the Internal Revenue Code should a significant change in ownership occur.

At December 31, 2011 and 2010, after the spinoff of its subsidiary the Company had net operating loss carry forwards of $136,600 and $106,000 respectively, which begin to expire in 2026. The deferred tax asset of $46,400 and $36,000 respectively created by the net operating loss has been offset by a 100% valuation allowance. The change in the valuation allowance in 2011 and 2010 was $10,400 and $5,000 respectively.

The Company’s income tax filings are subject to audit by various taxing authorities. The Company’s open audit periods are 2008, 2009, and 2010, although, the statute of limitations for the 2008 tax year will expire effective March 15, 2011. In evaluating the Company’s provisions and accruals, future taxable income, and reversal of temporary differences, interpretations and tax planning strategies are considered. The Company believes its estimates are appropriate based on current facts and circumstances.

ROCKDALE RESOURCES CORPORATION
(FORMELY ART DESIGN, INC.)
NOTES TO FINANCIAL STATEMENTS
December 31, 2011 and 2010

NOTE 6. FIXED ASSETS

Fixed asset values recorded at cost are as follows:

	2011	2010
Furniture & Fixtures	$ 2,560	$ 2,560
Computers	6,511	6,511
Leasehold Improvements	4,198	4,198
	13,269	13,269
Less accumulated depreciation	(12,914)	(12,494)
Total	$ 355	$ 775

Depreciation expense in 2011 and 2010 was $420 each year.

NOTE 7. SUBSEQUENT EVENTS

In April 2012 the Company purchased 9,125,500 of the Company's common stock from an unrelated third party for $9,126.

During April 2012 the Company issued 210,000 shares of its common stock to an officer and employee of the Company in exchange for services rendered at a price of $0.02 per share.

During April, 2012 the Company sold 1,000,000 shares of its common stock to a group of private investors for $51,250.

In April 2012 the Company sold 8,367,850 shares of its common stock to its officers, directors and private investors for $173,902.

In April 2012, the Company entered into a farmout agreement with a related party pertaining to a 200-acre lease in Milam County, Texas at a price of $475,000. As of June 30, 2012, the Company had commenced drilling of five wells on the lease. The total amount incurred for the drilling of the five wells was $1,375,000 as of June 30, 2012.

Between May 1, 2012 and August 31, 2012 the Company sold 5,531,798 shares of its common stock, at a price of 0.70 per share, to a group of private investors. A director in the Company purchased 250,000 of these shares.

During July 2012 the Company issued 105,000 shares of its common stock to consultants in exchange for services rendered.

In October 2012 the Company purchased 20,000 shares from an unrelated party for $5,000.

In November 2012 the Company and Kingman Operating Company, Inc, a related party, amended their agreement relating to the 300 acre lease such that the Company issued Kingman 400,000 shares of its restricted common stock, valued at $280,000, for the option to acquire the lease at any time on or before January 31, 2012 for $920,000.

ROCKDALE RESOURCES CORPORATION
(FORMERLY ART DESIGNS, INC.)
INTERIM FINANCIAL STATEMENTS
(UNAUDITED)

ROCKDALE RESOURCES CORPORATION
(FORMERLY ART DESIGN, INC.)
BALANCE SHEETS
(Unaudited)

	September 30, 2012	December 31, 2011
ASSETS		
Current assets		
Cash	$ 1,130,103	$ 392
Accounts receivable-related party	16,450	24,800
Other current assets	19,782	-
Total current assets	1,166,335	25,192
Property & equipment		
Oil and gas, on the basis of full cost accounting Unproved properties and properties under Development, not being amortized	2,000,000	-
Furniture, equipment & software	16,823	13,269
Less accumulated depreciation	(4,024)	(12,914)
Net property and equipment	2,012,799	355
Other Assets	20,000	-
Total Assets	$ 3,199,134	$ 25,547
LIABILITIES & STOCKHOLDERS' EQUITY (DEFICIT)		
Current liabilities		
Accounts payable	$ 13,809	$ 7,658
Accounts payable - related party	-	2,350
Accrued liabilities	4,338	137
Short term debt	-	3,250
Deferred rent	2,453	-
Note payable - related party	-	42,301
Total current liabilities	20,600	55,696
Deferred Rent	7,929	-
Total Liabilities	28,529	55,696
Stockholders' Equity (Deficit)		
Preferred stock, $.10 par value; 1,000,000 shares authorized; No shares issued & outstanding	-	-
Common stock, $.001 par value; 50,000,000 shares authorized; 17,159,748 and 10,820,600 shares issued and outstanding	17,160	10,821
Additional paid in capital	4,519,856	185,218
Accumulated deficit	(1,366,411)	(226,188)
Total Stockholders' Equity (Deficit)	3,170,605	(30,149)
Total Liabilities and Stockholders' Equity (Deficit)	$ 3,199,134	$ 25,547

The accompanying notes are an integral part of these unaudited financial statements.

ROCKDALE RESOURCES CORPORATION
(FORMERLY ART DESIGN, INC.)
STATEMENT OF EXPENSES
(Unaudited)

	Three Months Ended September 30 2012	Three Months Ended September 30 2011	Nine Months Ended September 30 2012	Nine Months Ended September 30 2011
Revenues				
Oil and gas sales	$ 39,452	$	$ 39,452	$
Costs and expenses:				
Lease operating expense	16,089		16,089	
Production taxes	1,818		1,818	
Depreciation	2,103	105	4,129	315
Bad debt – related party	-	-	24,800	-
General and administrative	543,011	9,049	1,132,839	21,605
Total costs and expenses	563,021	9,154	1,179,675	21,920
Loss from operations	(523,569)	(9,154)	(1,140,223)	(21,920)
Net loss	$ (523,569)	$ (9,154)	$ (1,140,223)	$ (21,920)
Net loss per share				
(Basic and fully diluted):	$ (0.03)	$ (0.00)	$ (0.09)	$ (0.00)
Weighted average number of common shares outstanding	16,716,143	10,820,600	13,178,805	10,820,600

The accompanying notes are an integral part of these unaudited financial statements.

ROCKDALE RESOURCES CORPORATION
(FORMERLY ART DESIGN, INC.)
STATEMENTS OF CASH FLOWS
(Unaudited)

	Nine Months Ended September 30, 2012	Nine Months Ended September 30, 2011
Cash Flows From Operating Activities:		
Net loss	$ (1,140,223)	$ (21,920)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	4,129	315
Bad debt expense – related party	24,800	-
Loss on disposal of assets	250	-
Stock-based compensation expense	77,700	-
Changes in operating assets and liabilities:		
Accounts receivable – related party	(16,450)	-
Other assets	(39,782)	-
Accounts payable	6,151	7,300
Accounts payable – related party	(2,350)	2,350
Accrued liabilities	4,201	-
Deferred rent	10,382	-
Net cash used in operating activities	(1,071,192)	(11,955)
Cash Flows From Investing Activities:		
Purchase of property and equipment	(16,823)	-
Purchase of oil and gas properties	(475,000)	-
Capital expenditures on oil and gas properties	(1,525,000)	-
Loan to affiliated company	-	(9,800)
Net cash used in investing activities	(2,016,823)	(9,800)
Cash Flows From Financing Activities:		
Advances from officer	-	-
Short term borrowing from related parties	110,557	3,500
Short term payments to related parties	(156,108)	-
Purchase of treasury stock	(9,126)	-
Proceeds from issuance of common stock	4,272,403	-
Net cash provided by financing activities	4,217,726	3,500
Net Increase (Decrease) In Cash	1,129,711	(18,255)
Cash At The Beginning Of The Period	392	18,766
Cash At The End Of The Period	$ 1,130,103	$ 511
Non-Cash Transactions		
Conversion of accounts payable into Notes payable	$ -	3,250
Supplemental Disclosure		
Cash paid for interest	$ -	$ -
Cash paid for income taxes	$ -	$ -

The accompanying notes are an integral part of these unaudited financial statements.

ROCKDALE RESOURCES CORPORATION
(FORMELY ART DESIGN, INC.)
STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
NINE MONTHS ENDED SEPTEMBER 30, 2012
(Unaudited)

	Common Stock			Additional Paid-In		Stockholders' Equity
	Shares	Amount	Treasury Stock	Capital	Accumulated Deficit	(Deficit)
Balance as of December 31, 2011	10,820,600	$ 10,821	$ -	$ 185,218	(226,188)	$ (30,149)
Repurchase of common shares	-		$ (9,126)	$ -		$ (9,126)
Shares issued for cash	6,024,148	$ 6,024	$ 9,126	$ 4,257,253		$ 4,272,403
Shares Issued for Services	315,000	$ 315		$ 77,385		$ 77,700
Net Loss					(1,140,223)	$ (1,140,223)
Balance as of September 30, 2012	17,159,748	$ 17,160	$ -	$ 4,519,856	$ (1,366,411)	$ 3,170,605

The accompanying notes are an integral part of these unaudited financial statements.

ROCKDALE RESOURCES CORPORATION
(FORMERLY ART DESIGN, INC.)
NOTES TO FINANCIAL STATEMENTS
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2012
(Unaudited)

NOTE 1. ORGANIZATION, OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Art Design, Inc. was incorporated in the State of Colorado on January 16, 2002. In April 2012 the Company discontinued its prior operations and became involved in the exploration and development of oil and gas. On May 4th, 2012, the Company amended its articles of incorporation to change its name to Rockdale Resources Corporation (the "Company").

Basis of Presentation

The accompanying unaudited interim financial statements of the Company have been prepared in accordance with accounting principles generally accepted in United States of America and the rules of the Securities and Exchange Commission ("SEC"), and should be read in conjunction with the audited financial statements and notes thereto contained in the Company's financial statements for the year ended December 31, 2011 which are included as part of this prospectus. In the opinion of management, all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of the results of operations for the interim periods presented have been reflected herein. The results of operations for such interim periods are not necessarily indicative of operations for a full year. Notes to the consolidated financial statements which would substantially duplicate the disclosure contained in the audited financial statements for the year ended December 31, 2011 have been omitted.

Estimates

The process of preparing financial statements requires that the Company make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements; accordingly, actual results may differ from estimated amounts. The Company's estimates and assumptions are based on current facts, historical experience and various other factors the Company believes to be reasonable under the circumstances. The most significant estimates with regard to the Company's financial statements relate to carrying values of oil and gas properties and deferred income tax rates and timing of the reversal of income tax differences. These estimates and assumptions are reviewed periodically and, as adjustments become necessary, they are reported in earnings in the periods in which they become known.

Petroleum and Natural Gas Properties

The Company uses the full cost method to account for our investment in oil and gas properties. Accordingly, all costs associated with acquisition, exploration and development of oil and gas reserves, including such costs as leasehold acquisition costs relating to unproved properties, geological expenditures, tangible and intangible development costs, including direct internal costs, are capitalized to the full cost pool. If the Company commences production from established proven oil and gas reserves, capitalized costs, including estimated future costs to develop the reserves and estimated abandonment costs, net of salvage, will be depleted on the units-of-production method using estimates of proved reserves. Costs of unproved properties are not amortized until the proved reserves associated with the projects can be determined or until impairment occurs. If an assessment of such properties indicates that properties are impaired, the amount of impairment is added to the capitalized cost base to be amortized. The capitalized costs included in the full cost pool are subject to a "ceiling test" (based on the average of 12-month first-day-of-the-month prices), which limits such costs to the aggregate of the (i) estimated present value, using a ten percent discount rate, of the future net revenues from proved reserves, based on current economic and operating conditions, (ii) the lower of cost or estimated fair value of unproven properties included in the costs being amortized, (iii) the cost of properties not being amortized, less (iv) income tax effects related to differences between the book and tax basis of the cost of properties not being amortized and the cost or estimated fair value of unproved properties included in the costs being amortized. If net capitalized costs exceed this limit, the excess is charged to expense in the current period. Sales of proved and unproved properties are accounted for as adjustments of capitalized costs with no gain or loss recognized, unless such adjustments would significantly alter the relationship between capitalized costs and proved reserves of oil and gas, in which case the gain or loss is recognized in the statement of operations.

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Asset Retirement Obligations

The Company records the fair value of an asset retirement obligation as a liability in the period in which it incurs an obligation associated with the retirement of tangible long-lived assets that result from the acquisition, construction, development and/or normal use of the assets. The estimated fair value of the asset retirement obligation is based on the current cost escalated at an inflation rate and discounted at a credit adjusted risk-free rate. This liability is capitalized as part of the cost of the related asset and amortized over its useful life.

Fair Value of Financial Instruments

The estimated fair values for financial instruments are determined at discrete points in time based on relevant market information. These estimates involve uncertainties and cannot be determined with precision. The estimated fair value of cash, other receivables, accounts payable, accrued liabilities and demand notes payable approximates their carrying value due to their short-term nature. The Company considers all highly liquid instruments with an original maturity of three months or less at the time of issuance to be cash equivalents.

Income Taxes

The Company follows the asset and liability method of accounting for future income taxes. Under this method, future income tax assets and liabilities are recorded based on temporary differences between the carrying amount of balance sheet items and their corresponding tax bases. In addition, the future benefits of income tax assets, including unused tax losses, are recognized, subject to a valuation allowance, to the extent that it is more likely than not that such future benefits will ultimately be realized. Future income tax assets and liabilities are measured using enacted tax rates and laws expected to apply when the tax liabilities or assets are to be either settled or realized.

Revenue Recognition

The Company recognizes revenue when persuasive evidence of an arrangement exists, services have been rendered, the sales price is fixed or determinable, and collectability is reasonably assured. The Company follows the “sales method” of accounting for oil and revenue, hence the Company recognizes revenue on all crude oil sold to purchasers, regardless of whether the sales are proportionate to the Company’s ownership in the property. Operating costs and taxes are recognized in the same period in which revenue is earned. Severance and ad valorum taxes are reflected as a component of lease operating expense.

Recent Accounting Pronouncements

The Company has evaluated all recent accounting pronouncements through the date of this prospectus and believes that none of them will have a material effect on the Company.

NOTE 2. GOING CONCERN

The Company has suffered recurring losses from operations and has a working capital deficit. These conditions raise substantial doubt about the Company’s ability to continue as a going concern. The Company may raise additional capital through the sale of its equity securities, through offerings of debt securities, or through borrowings from financial institutions. Management believes that actions presently being taken to obtain additional funding provide the opportunity for the Company to continue as a going concern.

NOTE 3. RELATED PARTY TRANSACTIONS

During the year ended December 31, 2011, the Company had a note payable to a Company officer. The note is unsecured and payable upon demand. The note bears interest at 8% per annum if not paid promptly upon demand. The outstanding principal balance on the note was $0 and $34,201 at September 30, 2012 and December 31, 2011, respectively. The balance was paid in full during the three months ended June 30, 2012.

During the year ended December 31, 2011, the Company had a note payable to a Company officer. The note is unsecured and payable upon demand. The note bears interest at 8% per annum. The outstanding principal balance on the note was $0 and $8,100 at September 30, 2012 and December 31, 2011, respectively. The balance was paid in full during the three months ended June 30, 2012 .

On March 14, 2012 the Company entered into a promissory note with a related party in the amount of $100,000. The note amount bears a 0% interest rate, and was unsecured. The note was paid in full during the three months ended June 30, 2012.

In addition, through June 30, 2012, related parties contributed another $5,044 to the Company for operations. The payable was paid in full during the three months ended June 30, 2012.

During the year ended December 31, 2011, the Company loaned $9,800 to a Company affiliated through common control. The receivable balance was $24,800 at December 31, 2011. The receivable balance was forgiven in connection with the Company's change in control on May 4, 2012. The Company recorded a bad debt expense of $24,800 for the three months ended June 30, 2012.

NOTE 4. EQUITY

In April 2012 the Company purchased 9,125,500 of the Company's common stock from an unrelated third party for $9,126.

During April 2012 the Company issued 210,000 shares of its common stock to an officer and employee of the Company in exchange for services rendered at a price of $0.02 per share.

During April, 2012 the Company sold 1,000,000 shares of its common stock to a group of private investors for $51,250.

In April 2012 the Company sold 8,367,850 shares of its common stock to our officers, directors and private investors for $173,902.

Between April 1, 2012 and August 31, 2012 the Company sold 5,531,798 shares of its common stock, at a price of $0.70 cents per share to a group of private investors. A director in the company purchased 250,000 of these shares.

During July 2012 the Company issued 105,000 shares of its common stock to its consultants in exchange for services rendered.

As a result of the foregoing, a change of control took place, and the Company's ability to use any net operating losses for federal income tax purposes will be significantly restricted.

NOTE 5. OIL AND GAS ACQUISITIONS

In April 2012, the Company entered into a farmout agreement with a related party pertaining to a 200-acre lease in Milam County, Texas at a price of $475,000. As of September 30, 2012, the Company had completed the drilling of six wells on the lease. The total amount incurred for the drilling of the six wells was $1,525,000 as of September 30, 2012.

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(Unaudited)

NOTE 6. GENERAL AND ADMINISTRATIVE EXPENSES

The following table presents the components of General and Administrative expenses for the three and nine months ended September 30, 2012:

	Three Months Ended September 30, 2012	Nine Months Ended September 30, 2012
General and Administrative expenses:		
Contract Labor	$ 296,708	$ 447,708
Acquisition Expense	0	148,014
Employee's Salaries	80,125	155,587
Travel	40,461	125,927
Professional, Legal, and Filing Fees	58,959	116,754
Others	66,758	138,849
Total General and Administrative expenses	$ 543,011	$ 1,132,839

NOTE 7 . COMMITMENTS AND CONTINGENCIES

The Company, as a lessee of oil and gas properties, is subject to various federal, state and local laws and regulations relating to discharge of materials into, and protection of, the environment. These laws and regulations may, among other things, impose liability on the lessee under an oil and gas lease for the cost of pollution clean-up resulting from operations and subject the lessee to liability for pollution damages. In some instances, the Company may be directed to suspend or cease operations in the affected area. The Company is not aware of any environmental claims existing as of September 30, 2012 , which have not been provided for, covered by insurance or otherwise have a material impact on its financial position or results of operations. There can be no assurance, however, that current regulatory requirements will not change, or past noncompliance with environmental laws will not be discovered on the Company's properties.

Operating Lease

The Company has a non-cancelable lease for its office in Austin, Texas. The following table summarizes the Company's future minimum payments as of September 30, 2012 :

	Total	2012	2013	2014	Thereafter
Office leases	$ 189,903	$ 16,818	$ 68,206	$ 69,608	$ 35,271

Rental expense was approximately $22,841 and $0 for the three months ended September 30, 2012 and 2011, respectively, and $40,039 and $0 for the nine months ended September 30, 2012 and 2011, respectively. Deferred rent was approximately $10,382 as of September 30, 2012 .

NOTE 8. SUBSEQUENT EVENTS

In October 2012 the company purchased 20,000 shares from an unrelated party for $5,000.

In November 2012 the Company and Kingman Operating Company, Inc. a related party, amended their agreement relating to the 300 acre lease such that the Company issued Kingman 400,000 shares of restricted common stock, valued at $280,000, for the option to acquire the lease at any time on or before January 31, 2013 for $920,000.

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No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus. You must not rely on any unauthorized information or representations. This prospectus is an offer to sell only the units offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. No action is being taken in any jurisdiction outside the United States to permit a public offering of our securities or the possession or distribution of this prospectus in any such jurisdiction. Persons who come into possession of this prospectus in jurisdictions outside of the United States are required to inform themselves about and to observe any restrictions as to this offering and the distribution of this prospectus applicable in that jurisdiction.

The information in this prospectus may only be accurate as of the date appearing on the cover page of this prospectus, regardless of the time this prospectus is delivered or our units are sold.

PART II
Information Not Required in Prospectus

Item 13. Other Expenses of Issuance and Distribution.

The following table shows the costs and expenses payable by the Company in connection with this registration statement.

SEC filing fee	$	4,092
Legal fees and expenses		50,000
Accounting fees and expenses		15,000
Miscellaneous expenses		5,872
TOTAL	$	75,000

All expenses, other than the SEC filing fee, are estimated.

Item 14. Indemnification of Officers and Directors

The Colorado Business Corporation Act provides that the Company may indemnify any and all of its officers, directors, employees or agents or former officers, directors, employees or agents, against expenses actually and necessarily incurred by them, in connection with the defense of any legal proceeding or threatened legal proceeding, except as to matters in which such persons shall be determined to not have acted in good faith and in the Company's best interest.

Item 15. Recent Sales of Unregistered Securities.

In April 2012 we sold shares of our common stock to the following officers and/or directors, in the amounts, and for the consideration shown below:

Name	Shares	Consideration	Note Reference
Michael D. Smith	1,600,000	$ 16,000	
John P. Barton	1,557,850	$ 35,032	
Rick A. Wilber	600,000	$ 16,200	
Rick A. Wilber	500,000	$ 25,000	
Marc Spezialy	200,000	Services rendered	A
Subsequent to April 2012 Mr. Barton transferred 1,026,143shares to unrelated third parties.			
In April 2012 we issued 10,000 shares of our common to an employee for services rendered.			A
In April 2012 we sold 1,000,000 shares of our common stock to a group of private investors for $51,250.			A
In April 2012 we sold 8,367,850 shares of our common stock to a group of private investors for $173,902.			A
Between April 1, 2012 and August 31, 2012 we sold 5,781,798 shares of our common stock, at a price of $0.70 per share, to a group of private investors.			B
In July, 2012 we issued 75,000 shares of common stock to a consultant for investor relations services.			A
We had an agreement with a consultant which provided us with investor relations services. During the term of this agreement, which ended on October 23, 2012, we paid the consultant $20,000 in cash and we issued 30,000 shares of our restricted common stock to the consultant.			A
In November 2012 we issued 400,000 shares of our common stock to Kingman Operating Company as consideration for amending an agreement pertaining to our option to acquire a 300 acre oil and gas lease.			A

A. We relied upon the exemption provided by Section 4(2) of the Securities Act of 1933 with respect to the issuance of these shares. The persons who acquired these shares were sophisticated investors and were provided full information regarding our business and operations. There was no general solicitation in connection with the offer or sale of these securities. The persons who acquired these shares acquired them for their own accounts. The certificates representing these shares bear a restricted legend providing that they cannot be sold except pursuant to an effective registration statement or an exemption from registration. No commission or other form of remuneration was given to any person in connection with the issuance of these shares.

B. We relied upon the exemption provided by Rule 506 of the Securities and Exchange Commission with respect to the issuance of these securities. The persons who acquired these securities were sophisticated investors and were provided full information regarding the Company. There was no general solicitation in connection with the offer or sale of these securities. The persons who acquired these securities acquired them for their own accounts. The certificates representing these securities bear a restricted legend providing that they cannot be sold except pursuant to an effective registration statement or an exemption from registration.

Item 16. Exhibits and Financial Statement Schedules

The following exhibits are filed with this Registration Statement:

Exhibits

3.1	Articles of incorporation (1)
3.2	Amended and Restated Articles of Incorporation (1)
3.3	Amendment to Articles of Incorporation
3.4	Bylaws
4.1	Form of Microbond
4.2	Form of Series A Warrant Certificate
4.3	Form of Warrant Agent Agreement
4.4	Form of Indenture
5	Opinion of Counsel
10.1	Agreement with Kingman Operating Company

10.2 Assignment of oil and gas lease

10.3 Turnkey drilling and operating agreement

10.4 Employment agreement with Michael Smith

10.5 Employment agreement with Marc Spezialy

10.6 Consulting agreement with Energy Capital Partners, LLC

10.7 Amendment to agreement with Kingman Operating Company

23.1 Consents of attorneys

23.2 Consent of accountants

(1) Incorporated by reference to the same exhibit filed with the Company's registration statement on Form SB-2 (Commission File No. 333-136012)

Item 17. Undertakings

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section l0 (a)(3) of the Securities Act:

(ii) To reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities that remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i)

(A) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(B) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(ii) For purposes of Rule 430B:

(A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(iii) If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of l933 (the "Act") may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of l933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Austin, Texas on the 14th day of December, 2012.

ROCKDALE RESOURCES CORPORATION

By: /s/ Michael D. Smith
Michael D. Smith, Principal Executive Officer

POWER OF ATTORNEY

The registrant and each person whose signature appears below hereby authorizes the agent for service named in this Registration Statement, with full power to act alone, to file one or more amendments (including post-effective amendments) to this Registration Statement, which amendments may make such changes in this Registration Statement as such agent for service deems appropriate, and the Registrant and each such person hereby appoints such agent for service as attorney-in-fact, with full power to act alone, to execute in the name and in behalf of the Registrant and any such person, individually and in each capacity stated below, any such amendments to this Registration Statement.

In accordance with the requirements of the Securities Act of l933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date/s/
/s/ Michael D. Smith Michael D. Smith	Principal Executive Officer and a Director	December 14, 2012
/s/ Marc Spezialy Marc Spezialy	Principal Financial and Accounting Officer	December 14, 2012
/s/ John P. Barton John P. Barton	Director	December 14, 2012
/s/ Rick A. Wilber Rick A. Wilber	Director	December 14, 2012

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EXHIBIT 3.3

Colorado Secretary of State
Date and Time: 05/04/2012 11:03 A.M.
ID Number: 20021010602
Document Number: 20121255423
Amount Paid: $25.00

Articles of Amendment
filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

ID number: 20021010602

1. Entity name: ART DESIGN, INC.
(If changing the name of the limited liability company, indicate name BEFORE the name change)

2. New Entity name: ROCKDALE RESOURCES CORPORATION
(if applicable)

3. Use of Restricted Words *(if any of these* ☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance, "casualty, "mutual, or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6.If the corporation's period of duration as amended is less than perpetual, state the date on which the period of duration expires: _____
(mm/dd/yyyy)

OR

If the corporation's period of duration as amended is perpetual, mark this box: ☒

7. *(Optional)* Delayed effective date: _____
(mm/dd/yyyy)

8. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Hart Will
(Last) *(First)* *(Middle)* *(Suffix)*

1624 Washington St.
(Street name and number or Post Office Box information)

Denver CO 80203
(City) *(State)* *(Postal/Zip Code)*

_____ _____

(Province – if applicable) *(Country – if not US)*

EXHIBIT 3.4

BYLAWS
OF
ROCKDALE RESOURCES CORPORATION

ARTICLE I
OFFICES

Section l. Offices:

The principal office of the Corporation shall be determined by the Board of Directors, and the Corporation shall have other offices at such places as the Board of Directors may from time to time determine.

ARTICLE II
STOCKHOLDER'S MEETINGS

Section l. Place:

The place of stockholders' meetings shall be the principal office of the Corporation unless another location shall be determined and designated from time to time by the Board of Directors.

Section 2. Annual Meeting:

The annual meeting of the stockholders of the Corporation for the election of directors to succeed those whose terms expire, and for the transaction of such other business as may properly come before the meeting, shall be held each year on a date to be determined by the Board of Directors.

Section 3. Special Meetings:

Special meetings of the stockholders for any purpose or purposes may be called by the President, the Board of Directors, or the holders of ten percent (l0%) or more of all the shares entitled to vote at such meeting, by the giving of notice in writing as hereinafter described.

Section 4. Voting:

At all meetings of stockholders, voting may be viva voce; but any qualified voter may demand a stock vote, whereupon such vote shall be taken by ballot and the Secretary shall record the name of the stockholder voting, the number of shares voted, and, if such vote shall be by proxy, the name of the proxy holder. Voting may be in person or by proxy appointed in writing, manually signed by the stockholder or his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided therein. One third of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders.

Each stockholder shall have such rights to vote as the Articles of Incorporation provide for each share of stock registered in his name on the books of the Corporation, except where the transfer books of the Corporation shall have been closed or a date shall have been fixed as a record date, not to exceed, in any case, fifty (50) days preceding the meeting, for the determination of stockholders entitled to vote. The Secretary of the Corporation shall make, at least ten (l0) days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten (l0) days prior to such meeting, shall be kept on file at the principal office of the Corporation and shall be subject to inspection by any stockholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the whole time of the meeting.

Section 5. Order of Business:

The order of business at any meeting of stockholders shall be as follows:

l. Calling the meeting to order.

2. Calling of roll.

3. Proof of notice of meeting.

4. Report of the Secretary of the stock represented at the meeting and the existence or lack of a quorum.

5. Reading of minutes of last previous meeting and disposal of any unapproved minutes.

6. Reports of officers.

7. Reports of committees.

8. Election of directors, if appropriate.

9. Unfinished business.

10 New business.

11. Adjournment.

12. To the extent that these Bylaws do not apply, Roberts' Rules of Order shall prevail.

Section 6. Notices:

Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (l0) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

Section 7. Quorum:

A quorum at any annual or special meeting shall consist of the representation in person or by proxy of one-third in number of shares of the outstanding capital stock of the Corporation entitled to vote at such meeting. In the event a quorum be not present, the meeting may be adjourned by those present for a period not to exceed sixty (60) days at any one adjournment; and no further notice of the meeting or its adjournment shall be required.

ARTICLE III
BOARD OF DIRECTORS

Section l. Organization and Powers:

The Board of Directors shall constitute the policy-making or legislative authority of the Corporation. Management of the affairs, property, and business of the Corporation shall be vested in the Board of Directors, which shall consist of not less than one nor more than ten members, who shall be elected at the annual meeting of stockholders by a plurality vote for a term of one (l) year, and shall hold office until their successors are elected and qualify. The number of directors shall be established from time-to-time by a resolution of the directors. Directors need not be stockholders. Directors shall have all powers with respect to the management, control, and determination of policies of the Corporation that are not limited by these Bylaws, the Articles of Incorporation, or by statute, and the enumeration of any power shall not be considered a limitation thereof.

Section 2. Vacancies:

Any vacancy in the Board of Directors, however caused or created, shall be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board, or at a special meeting of the stockholders called for that purpose. The directors elected to fill vacancies shall hold office for the unexpired term and until their successors are elected and qualify.

Section 3. Regular Meetings:

A regular meeting of the Board of Directors shall be held, without other notice than this Bylaw, immediately after and at the same place as the annual meeting of stockholders or any special meeting of stockholders at which a director or directors shall have been elected. The Board of Directors may provide by resolution the time and place, either within or without the State of Colorado, for the holding of additional regular meetings without other notice than such resolution.

Section 4. Special Meetings:

Special meetings of the Board of Directors may be held at the principal office of the Corporation, or such other place as may be fixed by resolution of the Board of Directors for such purpose, at any time on call of the President or of any member of the Board, or may be held at any time and place without notice, by unanimous written consent of all the members, or with the presence and participation of all members at such meeting. A resolution in writing signed by all the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly called, constituted, and held.

Section 5. Notices:

Notices of both regular and special meetings, save when held by unanimous consent or participation, shall be mailed by the Secretary to each member of the Board not less than three days before any such meeting and notices of special meetings may state the purposes thereof. No failure or irregularity of notice of any regular meeting shall invalidate such meeting or any proceeding thereat.

Section 6. Quorum and Manner of Acting:

A quorum for any meeting of the Board of Directors shall be a majority of the Board of Directors as then constituted. Any act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Any action of such majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board, shall always be as valid and effective in all respects as if otherwise duly taken by the Board of Directors.

Section 7. Executive Committee:

The Board of Directors may by resolution of a majority of the Board designate two (2) or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the Corporation; but the designation of such committee and the delegation of authority thereto shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed on it or him by law.

Section 8. Order of Business:

The order of business at any regular or special meeting of the Board of Directors, unless otherwise prescribed for any meeting by the Board, shall be as follows:

l. Reading and disposal of any unapproved minutes.

2. Reports of officers and committees.

3. Unfinished business.

4. New business.

5. Adjournment.

6. To the extent that these Bylaws do not apply, Roberts' Rules of Order shall prevail.

ARTICLE IV
OFFICERS

Section l. Titles:

The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, and a Treasurer, who shall be elected by the directors at their first meeting following the annual meeting of stockholders. Such officers shall hold office until removed by the Board of Directors or until their successors are elected and qualify. The Board of Directors may appoint from time to time such other officers as it deems desirable who shall serve during such terms as may be fixed by the Board at a duly held meeting. The Board, by resolution, shall specify the titles, duties and responsibilities of such officers.

Section 2. President:

The President shall preside at all meetings of stockholders and, in the absence of a, or the, Chairman of the Board of Directors, at all meetings of the directors. He shall be generally vested with the power of the chief executive officer of the Corporation and shall countersign all certificates, contracts, and other instruments of the Corporation as authorized by the Board of Directors or required by law. He shall make reports to the Board of Directors and stockholders and shall perform such other duties and services as may be required of him from time to time by the Board of Directors.

Section 3. Vice President:

The Vice President shall perform all the duties of the President if the President is absent or for any other reason is unable to perform his duties and shall have such other duties as the Board of Directors shall authorize or direct.

Section 4. Secretary:

The Secretary shall issue notices of all meetings of stockholders and directors, shall keep minutes of all such meetings, and shall record all proceedings. He shall have custody and control of the corporate records and books, excluding the books of account, together with the corporate seal. He shall make such reports and perform such other duties as may be consistent with his office or as may be required of him from time to time by the Board of Directors.

Section 5. Treasurer:

The Treasurer shall have custody of all moneys and securities of the Corporation and shall have supervision over the regular books of account. He shall deposit all moneys, securities, and other valuable effects of the Corporation in such banks and depositories as the Board of Directors may designate and shall disburse the funds of the Corporation in payment of just debts and demands against the Corporation, or as they may be ordered by the Board of Directors, shall render such account of his transactions as may be required of him by the President or the Board of Directors from time to time and shall otherwise perform such duties as may be required of him by the Board of Directors.

The Board of Directors may require the Treasurer to give a bond indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, or any other act of fraud or dishonesty resulting from his duties as Treasurer of the Corporation, which bond shall be in such amount as appropriate resolution or resolutions of the Board of Directors may require.

Section 6. Vacancies or Absences:

If a vacancy in any office arises in any manner, the directors then in office may choose, by a majority vote, a successor to hold office for the unexpired term of the officer. If any officer shall be absent or unable for any reason to perform his duties, the Board of Directors, to the extent not otherwise inconsistent with these Bylaws, may direct that the duties of such officer during such absence or inability shall be performed by such other officer or subordinate officer as seems advisable to the Board.

ARTICLE V
STOCK

Section 1. Regulations:

The Board of Directors shall have power and authority to take all such rules and regulations as they deem expedient concerning the issue, transfer, and registration of certificates for shares of the capital stock of the Corporation. The Board of Directors may appoint a Transfer Agent and/or a Registrar and may require all stock certificates to bear the signature of such Transfer Agent and/or Registrar.

Section 2. Restrictions on Stock:

The Board of Directors may restrict any stock issued by giving the Corporation or any stockholder "first right of refusal to purchase" the stock, by making the stock redeemable or by restricting the transfer of the stock, under such terms and in such manner as the directors may deem necessary and as are not inconsistent with the Articles of Incorporation or by statute. Any stock so restricted must carry a stamped legend setting out the restriction or conspicuously noting the restriction and stating where it may be found in the records of the Corporation.

ARTICLE VI
DIVIDENDS AND FINANCES

Section l. Dividends:

Dividends may be declared by the directors and paid out of any funds legally available therefor, as may be deemed advisable from time to time by the Board of Directors of the Corporation. Before declaring any dividends, the Board of Directors may set aside out of net profits or earned or other surplus such sums as the Board may think proper as a reserve fund to meet contingencies or for other purposes deemed proper and to the best interests of the Corporation.

Section 2. Monies:

The monies, securities, and other valuable effects of the Corporation shall be deposited in the name of the Corporation in such banks or trust companies as the Board of Directors shall designate and shall be drawn out or removed only as may be authorized by the Board of Directors from time to time.

Section 3. Fiscal Year:

The Board of Directors by resolution shall determine the fiscal year of the Corporation.

ARTICLE VII
AMENDMENTS

These Bylaws may be altered, amended, or repealed by the Board of Directors by resolution of a majority of the Board.

ARTICLE VIII
INDEMNIFICATION

The Corporation shall indemnify any and all of its directors or officers, or former directors or officers, or any person who may have served at its request as a director or officer of another corporation in which this Corporation owns shares of capital stock or of which it is a creditor and the personal representatives of all such persons, against expenses actually and necessarily incurred in connection with the defense of any action, suit, or proceeding in which they, or any of them, were made parties, or a party, by reason of being or having been directors or officers or a director or officer of the Corporation, or of such other corporation, except in relation to matters as to which any such director or officer or person shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of any duty owed to the Corporation. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, independently of this Article, by law, under any Bylaw agreement, vote of stockholders, or otherwise.

ARTICLE IX
CONFLICTS OF INTEREST

No contract or other transaction of the Corporation with any other persons, firms or corporations, or in which the Corporation is interested, shall be affected or invalidated by the fact that any one or more of the directors or officers of the Corporation is interested in or is a director or officer of such other firm or corporation; or by the fact that any director or officer of the Corporation, individually or jointly with others, may be a party to or may be interested in any such contract or transaction.

EXHIBIT 4.1

NUMBER

ROCKDALE
RESOURCES CORPORATION

MICROBONDS

INCORPORATED UNDER THE LAWS OF
THE STATE OF COLORADO

CUSIP _____

This Certifies that _____

or registered assigns (the "Registered Holder") is the owner of ____ Microbonds issued by Rockdale Resources Corporation (the "Company"). Each Microbond is in the principal amount of $10.00, bears interest at 12% per year, and is due and payable on _____.

This certificate is issued under and pursuant to a Trust Indenture dated as of _____ (the "Indenture") between the Company and _____ ("the Trustee"). The terms of the Microbonds include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code §§77aaa-77bbbb) as in effect on the date of the Indenture. Copies of the Indenture are available for inspection at the office of the Trustee or may be obtained upon written request addressed to Rockdale Resources Corporation, 11044 Research Blvd., Suite A-200, Austin, Texas 78759, attention: Chief Executive Officer. The Microbonds are subject to all terms of the Indenture all of which the holder of this Certificate consents to by acceptance hereof.

The Microbonds represented by this certificate are held by the Trustee for the benefit of the holder of this certificate. The Microbonds are secured by certain assets of the Company, as provided by the Indenture.

Pursuant to the Indenture, Corporate Stock Transfer, Inc. has been appointed the Transfer Agent and Registrar for this certificate. This certificate is not valid unless countersigned by the Transfer Agent and Registrar.

Interest on the principal amount of the Microbonds will be paid _____. Interest and principal payments as called for by the Microbonds will be paid to the holder of this certificate at the address shown on the records of the Registrar and Transfer Agent.

The principal of each Microbond is convertible into shares of the Company's common stock, initially at a conversion price of $2.00 per share. Upon any conversion of the Microbonds, the shares issued upon conversion will be issued to the holder of this certificate, interest will be paid to the date the conversion notice is received, and the Microbonds converted will be retired. The Indenture provides for adjustment to the conversion price of the Microbonds, and in the number of shares of Common Stock to be delivered upon conversion, in certain circumstances. At the option of the Company, and upon twenty days prior written notice at any time after _____, the Company may prepay any Microbonds represented by this certificate, if (i) the Company's common stock has closed at a price which is at least twice the then applicable Conversion Price for at least twenty consecutive trading days; and (ii) the average trading volume in the Company's common stock has been at least 30,000 shares during the twenty consecutive trading days.

WITNESS the facsimile signatures of its duly authorized officers.

Dated:

_____ _____ _____

President Secretary

Countersigned:

CORPORATE STOCK TRANSFER, INC.
3200 Cherry Creek South Drive, Suite 430
Denver, CO 80209

By _____
Authorized Officer, Transfer Agent and Registrar

Rockdale Certificate 8-1-12

To: Corporate Stock Transfer, Inc.
3200 Cherry Creek Drive South, Suite 430
Denver, CO 80209

ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers to _____ _____ Microbonds represented by this certificate.

Print name, address including zip, social security, federal tax ID number or other identifying number of person named above:

_____
Name

_____

_____
Address

_____
SS or Tax I.D. #

NOTICE OF CONVERSION

The undersigned hereby elects to convert _____ Microbonds represented by this certificate into shares of the Company's common stock according to the terms of the Microbonds.

Dated: _____

Signature(s):

_____ _____

(Signature(s) must conform in all respects to the name of Registered Holder as specified on the face of this certificate in every particular, without alteration or any change whatsoever, and the signature(s) must be guaranteed in the usual manner.)

Signature(s) Guaranteed:

_____

The signature(s) should be guaranteed by an eligible institution (banks, stockbrokers, savings and loan association and credit unions with

membership in an approved signature medallion program), pursuant to S.E.C. Rule 17Ad-15.

EXHIBIT 4.3

WARRANT AGENT AGREEMENT

This Agreement is between Rockdale Resources Corporation, a Colorado corporation (the **"Company"**), and Corporate Stock Transfer, Inc., a Colorado corporation (the "Warrant Agent").

WHEREAS, the Company, at or about the time that it is entering into this Agreement, proposes to issue and sell to public investors up to 2,000 Units. Each Unit consists of (i) 500 Microbonds and (ii) 2,500 Series A Warrants (each a "Series A Warrant," collectively, the "Series A Warrants") of the Company. Each Series A Warrant is exercisable to purchase one share of Common Stock upon the terms and conditions and subject to adjustment in certain circumstances, all as set forth in this Agreement.

WHEREAS, the Company wishes to retain the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing so to act, in connection with the issuance, transfer, exchange and replacement of the certificates evidencing the Series A Warrants to be issued under this Agreement (each a "Warrant Certificate," collectively, the "Warrant Certificates") and the exercise of the Series A Warrants.

WHEREAS, the Company and the Warrant Agent wish to enter into this Agreement to set forth the terms and conditions of the Series A Warrants and the rights of the holders thereof (each a "Warrant Holder," collectively, the "Warrant Holders") and to set forth the respective rights and obligations of the Company and the Warrant Agent. Each Warrant Holder is an intended beneficiary of this Agreement with respect to the rights of Warrant Holders herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereto agree as follows:

1. Warrants. Each Series A Warrant will entitle the registered holder to purchase from the Company one share of Common Stock (each a "Share," collectively, the "Shares") at $2.00 per Share. The exercise price for the Series A Warrant is referred to herein as the "Exercise Price." The Exercise Price is subject to adjustments as provided in Section 12 hereof. A Warrant Holder may exercise all or any number of Series A Warrants resulting in the purchase of a whole number of Shares.

2. Exercise Period. The Series A Warrants may be exercised at any time on or before 5:00 p.m., Mountain Time on _____, 2017 ("Expiration Date"). After the Expiration Date, any unexercised Series A Warrants will be void and all rights of Warrant Holders shall cease; provided, however, the Company may, in its sole discretion, extend the Exercise Period and delay the Expiration Date by providing not less than 10 days' prior notice, which may be in the form of a press release, of such extension.

3. Execution of Warrant Certificates. Warrant Certificates shall be in registered form only and shall be substantially in the form set forth in Exhibit A attached to this Agreement. Warrant Certificates shall be signed by, or shall bear the facsimile signature of, the Chief Executive Officer, President or a Vice President of the Company and the Secretary or an Assistant Secretary of the Company. If any person, whose facsimile signature has been placed upon any Warrant Certificate or the signature of an officer of the Company, shall have ceased to be such officer before such Warrant Certificate is countersigned, issued and delivered, such Warrant Certificate shall be countersigned, issued and delivered with the same effect as if such person had not ceased to be such officer. Any Warrant Certificate may be signed by, or made to bear the facsimile signature of, any person who at the actual date of the preparation of such Warrant Certificate shall be a proper officer of the Company to sign such Warrant Certificate even though such person was not such an officer upon the date of the Agreement.

4. Countersigning. Warrant Certificates shall be manually countersigned by the Warrant Agent and shall not be valid for any purpose unless so countersigned. The Warrant Agent hereby is authorized to countersign and deliver to, or in accordance with the instructions of, any Warrant Holder any Warrant Certificate which is properly issued.

5. Registration of Transfer and Exchanges. The Warrant Agent shall from time to time register the transfer of any outstanding Warrant Certificate upon records maintained by the Warrant Agent for such purpose upon surrender of such Warrant Certificate to the Warrant Agent for transfer, accompanied by appropriate instruments of transfer in form satisfactory to the Company and the Warrant Agent and duly executed by the Warrant Holder or a duly authorized attorney. Upon any such registration of transfer, a new Warrant Certificate shall be issued in the name of and to the transferee and the surrendered Warrant Certificate shall be cancelled.

6. Exercise of Warrants.

(a) Subject to the terms of the Series A Warrants, any Series A Warrant may be exercised upon any single occasion during the exercise period. The Series A Warrants shall be exercised by the Warrant Holder by surrendering to the Warrant Agent the Warrant Certificate with the exercise form on the reverse of such Warrant Certificate duly completed and executed and delivering to the Warrant Agent (or by providing such other notice of exercise made available by the Company), by good check or bank draft payable to the order of the Warrant Agent, the Exercise Price for each Share to be purchased. Notwithstanding the foregoing, the Company will extend a three day "protect" period after the Expiration Date so that any Series A Warrant for which notice of exercise is received in the three business days prior to and including the Expiration Date shall be deemed exercised so long as the Exercise Price is received by the Warrant Agent no more than three business days after the notice of exercise.

(b) Upon receipt of a Warrant Certificate with the exercise form thereon duly executed together with payment in full of the Exercise Price for the Shares for which Series A Warrants are then being exercised, the Warrant Agent shall requisition from any transfer agent for the Shares, and upon receipt shall make delivery of, certificates evidencing the total number of whole Shares for which Series A Warrants are then being exercised in such names and denominations as are required for delivery to, or in accordance with the instructions of, the Warrant Holder. Such certificates for the Shares shall be deemed to be issued, and the person whom such Shares are issued of record shall be deemed to have become a holder of record of such Shares, as of the date of the surrender of such Warrant Certificate and payment of the Exercise Price, whichever shall last occur; provided that if the transfer books of the Company with respect to the Shares, shall be closed, the certificates for the Shares issuable upon exercise of the Series A Warrants shall be issued as of the date on which such books shall next be open, and the person to whom such Shares are issued of record shall be deemed to have become a record holder of such Shares as of the date on which such books shall next be open (whether before, on or after the Expiration Date) and until such date the Warrant Agent shall be under no duty to deliver any certificate for such Shares.

(c) If less than all of a Warrant Holder's Series A Warrants are exercised upon a single occasion, a new Warrant Certificate for the balance of the Series A Warrants not so exercised shall be issued and delivered to, or in accordance with, transfer instructions properly given by the Warrant Holder until the Expiration Date.

(d) All Warrant Certificates surrendered upon exercise shall be cancelled.

(e) Upon the exercise of any Series A Warrant, the Warrant Agent shall promptly deposit the payment into an escrow account established by mutual agreement of the Company and the Warrant Agent at a federally insured commercial bank. All funds deposited in the escrow account will be disbursed on a weekly basis to the Company once they have been determined by the Warrant Agent to be collected funds. Once the funds are determined to be collected, the Warrant Agent shall cause the share certificate(s) representing the exercised Series A Warrants to be issued.

(f) Expenses incurred by the Warrant Agent will be paid by the Company. These expenses, including delivery of Share certificates to the stockholder, will be deducted from the Exercise Price submitted by a Warrant Holder prior to the distribution of funds to the Company. A detailed accounting statement relating to the number of Series A Warrants exercised, name of registered Warrant Holder and the net amount of exercised funds remitted will be given to the Company with the payment of each exercise amount.

7. Acceleration of Expiration Date.

At the Company's option, and upon twenty days prior written notice, the Company may accelerate the expiration date of the Series A warrants if:

- The Company's common stock has closed at a price which is at least twice the then applicable warrant exercise price for at least twenty consecutive trading days;
- The average trading volume in the Company's common stock has been at least 30,000 shares during the ten trading days; and
- The Company has a current and effective registration statement available covering the shares of common stock issuable upon the exercise of the warrants.

8. Taxes. The Company will pay all taxes attributable to the initial issuance of Shares upon exercise of Series A Warrants. The Company shall not, however, be required to pay any tax which may be payable in respect to any transfer involved in any issue of Warrant Certificates or in the issue of any certificates of Shares in the name other than that of the Warrant Holder upon the exercise of any Series A Warrants.

9. Mutilated or Missing Warrant Certificates. On receipt by the Company and the Warrant Agent of evidence satisfactory as to the ownership of and the loss, theft, destruction or mutilation of any Warrant Certificate, the Company shall execute and the Warrant Agent shall countersign and deliver in lieu thereof, a new Warrant Certificate. In the case of loss, theft or destruction of any Warrant Certificate, the Registered Owner requesting issuance of a new Warrant Certificate shall be required to secure an indemnity bond from an approved surety bonding company. In the event a Warrant Certificate is mutilated, such Warrant Certificate shall be surrendered and canceled by the Warrant Agent prior to delivery of a new Warrant Certificate. Applicants for a substitute Warrant Certificate shall also comply with such other regulations and pay such other reasonable charges as the Warrant Agent may prescribe.

10. Reservation of Shares. For the purpose of enabling the Company to satisfy all obligations to issue Shares upon exercise of the Series A Warrants, the Company will at all times reserve and keep available free from preemptive rights, out of the aggregate of its authorized but unissued shares, the full number of Shares which may be issued upon the exercise of the Series A Warrants and such Shares will upon issue be fully paid and nonassessable by the Company and free from all taxes, liens, charges and security interests with respect to the issue thereof.

11. Governmental Restrictions. If any Shares issuable upon the exercise of Series A Warrants require registration or approval of any governmental authority, the Company will use all commercially reasonable efforts to cause such Shares to be duly registered, or approved, as the case may be, and, to the extent practicable, take all such action in anticipation of and prior to the exercise of the Series A Warrants, including, without limitation, filing any and all post-effective amendments to the Company's Registration Statement on Form S-1 (Registration No. 333-_____) necessary to permit a public offering of the Shares underlying the Series A Warrants at any and all times during the term of this Agreement; provided, however, that in no event shall such Shares be issued, and the Company is authorized to refuse to honor the exercise of any Series A Warrant, if such exercise would result, in the opinion of the Company's Board of Directors, upon advice of counsel, in the violation of any law. In the case of Series A Warrants exercisable solely for securities listed on a securities exchange or for which there are at least three independent market makers, in lieu of obtaining such registration or approval, the Company may elect to redeem Series A Warrants submitted to the Warrant Agent for exercise for a price equal to the difference between the aggregate low asked price, or closing price, as the case may be, of the securities for which such Series A Warrants are exercisable on the date of such submission and the Exercise Price of such Series A Warrants. In the event of such redemption, the Company will pay to the holder of such Series A Warrants the above-described redemption price in cash within 10 business days after receipt of notice from the Warrant Agent that such Series A Warrants have been submitted for exercise. If, at the Expiration Date, the Series A Warrants are not currently exercisable as a result of the provisions of this Section 11, the Expiration Date shall be extended to a date that is 30 calendar days following notice to the Warrant Holders that the Series A Warrants are again exercisable and references to the Expiration Date herein shall thereafter refer to such extended Expiration Date.

12. Adjustments.

(a) If prior to the exercise of any Series A Warrants, the Company shall have effected one or more stock split-ups, stock dividends or other increases or reductions of the number of shares of its Common Stock outstanding without receiving compensation therefor in money, services or property, the number of Shares subject to the Series A Warrants shall (i) if a net increase shall have been effected in the number of outstanding shares of the Common Stock, be proportionately increased, and the Exercise Price payable per Share shall be proportionately reduced, and (ii) if a net reduction shall have been effected in the number of outstanding shares of the Common Stock, be proportionately reduced and the Exercise Price payable per Share be proportionately increased.

(b) In the event of a capital reorganization or a reclassification of the Common Stock (except as provided in Subsection 12(a)), any Warrant Holder, upon exercise of the Series A Warrants, shall be entitled to receive, in substitution for the Common Stock to which the Warrant Holder would have become entitled upon exercise immediately prior to such reorganization or reclassification, the shares (of any class or classes) or other securities or property of the Company (or cash) that he would have been entitled to receive at the same aggregate Exercise Price upon such reorganization or reclassification if such Series A Warrants had been exercised immediately prior to the record date with respect to such event; and in any such case, appropriate provision (as determined by the Board of Directors of the Company, whose determination shall be conclusive and shall be evidenced by a certified Board resolution filed with the Warrant Agent) shall be made for the application of this Section 12 with respect to the rights and interests thereafter of the Warrant Holders (including but not limited to the allocation of the Exercise Price between or among shares of classes of capital stock), to the end that this Section 12 (including the adjustments of the number of Shares or other securities purchasable and the Exercise Price thereof) shall thereafter be reflected, as nearly as reasonably practicable, in all subsequent exercises of the Series A Warrants for any shares or securities or other property (or cash) thereafter deliverable upon the exercise of the Series A Warrants.

(c) In case of any consolidation of the Company with, or merger of the Company into, another corporation (other than a consolidation or merger which does not result in any reclassification or change of the outstanding Common Stock), the corporation formed by such consolidation or merger shall execute and deliver to the Warrant Agent a supplemental warrant agreement providing that the holder of each Series A Warrant then outstanding shall have the right thereafter (until the expiration of such Series A Warrant) to receive, upon exercise of such Series A Warrant, solely the kind and amount of shares of stock and other securities and property (or cash) receivable upon such consolidation or merger by a holder of the number of shares of Common Stock for which such Series A Warrant might have been exercised immediately prior to such consolidation, merger, sale or transfer. Such supplemental warrant agreement shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided in this Section 12.

(d) The Company may, in its sole discretion, lower the Exercise Price at any time prior to the Expiration Date.

13. Notice to Warrant Holders. Upon any adjustment as described in Section 12, the Company shall (i) cause to be filed with the Warrant Agent a certificate signed by a Company officer setting forth the details of such adjustment, the method of calculation and the facts upon which such calculation is based, which certificate shall be conclusive evidence of the correctness of the matters set forth therein, (ii) cause notice of such adjustments to be given to the Warrant Holders of record, which notice may be by publication of a press release and by taking such other steps as may be required under applicable laws. Without limiting the obligation of the Company hereunder to provide notice to each Warrant Holder, failure of the Company to give notice shall not invalidate any corporate action taken by the Company.

14. No Fractional Warrants or Shares. The Company shall not be required to issue fractions of Shares issuable upon exercise of the Series A Warrants, upon the reissue of Series A Warrants, or any adjustments as described in Section 12 or otherwise; but the Company in lieu of issuing any such fractional interest, shall round up or down to the nearest full Share issuable upon exercise of the Series A Warrant. If the total Series A Warrants surrendered by exercise would result in the issuance of a fractional share, the Company shall not be required to issue a fractional share but rather the aggregate number of shares issuable will be rounded up or down to the nearest full share.

15. Rights of Warrant Holders. No Warrant Holder, as such, shall have any rights of a stockholder of the Company, either at law or equity, and the rights of the Warrant Holders, as such, are limited to those rights expressly provided in the Warrant Certificate. The Company and the Warrant Agent may treat the registered Warrant Holder in respect of any Series A Warrant as the absolute owner thereof for all purposes notwithstanding any notice to the contrary.

16. Warrant Agent. The Company hereby appoints the Warrant Agent to act as the agent of the Company and the Warrant Agent hereby accepts such appointment upon the following terms and conditions by all of which the Company and every Warrant Holder, by acceptance of his Warrant Certificates, shall be bound:

(a) Statements contained in this Agreement and in the Warrant Certificate shall be taken as statements of the Company. The Warrant Agent assumes no responsibility for the correctness of any of the same except such as describes the Warrant Agent or for action taken or to be taken by the Warrant Agent.

(b) The Warrant Agent shall not be responsible for any failure of the Company to comply with any of the Company's covenants contained in this Agreement or in the Warrant Certificates.

(c) The Warrant Agent may consult at any time with counsel satisfactory to it (who may be counsel for the Company) and the Warrant Agent shall incur no liability or responsibility to the Company or to any Warrant Holder in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion or the advice of such counsel, provided the Warrant Agent shall have exercised reasonable care in the selection and continued employment of such counsel.

(d) The Warrant Agent shall incur no liability or responsibility to the Company or to any Warrant Holder for any action taken in reliance upon any notice, resolution, waiver, consent, order, certificate or other paper, document or instrument believed by it to be genuine and to have been signed, sent or presented by the proper party or parties.

(e) The Company agrees to pay to the Warrant Agent reasonable compensation for all services rendered by the Warrant Agent in the execution of this Agreement, to reimburse the Warrant Agent for all expenses, taxes and governmental charges and all other charges of any kind or nature incurred by the Warrant Agent in the execution of this Agreement and to indemnify the Warrant Agent and save it harmless against any and all liabilities, including judgments, costs and counsel fees, for this Agreement except as a result of the Warrant Agent's gross negligence or bad faith or willful misconduct.

(f) The Warrant Agent shall be under no obligation to institute any action, suit or legal proceeding or to take any other action likely to involve expense unless the Company or one or more Warrant Holders shall furnish the Warrant Agent with reasonable security and indemnity for any costs and expenses that may be incurred in connection with such action, suit or legal proceeding, but this provision shall not affect the power of the Warrant Agent to take such action as the Warrant Agent may consider proper, whether with or without any such security or indemnity. All rights of action under this Agreement or under any of the Series A Warrants may be enforced by the Warrant Agent without the possession of any of the Warrant Certificates or the production thereof at any trial or other proceeding relative thereto, and any such action, suit or proceeding instituted by the Warrant Agent shall be brought in its name as Warrant Agent, and any recovery of judgment shall be for the ratable benefit of the Warrant Holders as their respective rights or interest may appear.

(g) The Warrant Agent and any stockholder, director, officer or employee of the Warrant Agent may buy, sell or deal in any of the Series A Warrants or other securities of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Warrant Agent under this Agreement. Nothing herein shall preclude the Warrant Agent from acting in any other capacity for the Company or for any other legal entity.

17. Successor Warrant Agent. Any corporation into which the Warrant Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Warrant Agent shall be a party, or any corporation succeeding to the corporate trust business of the Warrant Agent, shall be the successor to the Warrant Agent hereunder with the same powers, rights, responsibilities and obligations of the Warrant Agent without the execution or filing of any paper or any further act of a party or the parties hereto. In any such event or if the name of the Warrant Agent is changed, the Warrant Agent or such successor may adopt the countersignature of the original Warrant Agent and may countersign such Series A Warrants either in the name of the predecessor Warrant Agent or in the name of the successor Warrant Agent.

18. Change of Warrant Agent. The Warrant Agent may resign or be discharged by the Company from its duties under this Agreement by the Warrant Agent or the Company, as the case may be, by giving notice in writing to the other, and by giving a date when such resignation or discharge shall take effect, which notice shall be sent at least 30 days prior to the date so specified. If the Warrant Agent shall resign, be discharged or shall otherwise become incapable of acting, the Company shall appoint a successor to the Warrant Agent. If the Company shall fail to make such appointment within a period of 30 days after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Warrant Agent or by any Warrant Holder or after discharging the Warrant Agent, then the Company agrees to perform the duties of the Warrant Agent hereunder until a successor Warrant Agent is appointed. After appointment and execution of a copy of this Agreement in effect at that time, the successor Warrant Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Warrant Agent without further act or deed and the former Warrant Agent shall deliver and transfer to the successor Warrant Agent any property at the time held by it thereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for effecting the delivery or transfer. Failure to give any notice provided for in this Section 18, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Warrant Agent or the appointment of the successor Warrant Agent, as the case may be.

19. Notices. Any notice or demand authorized by this Agreement to be given or made by the Warrant Agent or by any Warrant Holder to or on the Company shall be sufficiently given or made if sent by facsimile, mail, first class, certified or registered, postage prepaid, addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

To the Company:

Rockdale Resources Corporation
11044 Research Blvd., Suite A-200
Austin, Texas 78759
Attn: Chief Executive Officer
Facsimile: (512) 795-0777

To the Warrant Agent:

Corporate Stock Transfer, Inc.
3200 Cherry Creek Drive South, Suite 430
Denver, Colorado 80209
Attn: _____
Fax: (303) 282-5800

Except as otherwise provided in this Agreement, any distribution, notice or demand required or authorized by this Agreement to be given or made by the Company or the Warrant Agent to or on the Warrant Holders shall be sufficiently given or made if sent by mail, first class, addressed to the Warrant Holders at their last known addresses as they shall appear on the registration books for the Warrant Certificates maintained by the Warrant Agent.

20. Supplements and Amendments. The Company and the Warrant Agent may from time to time supplement or amend this Agreement without the approval of any Warrant Holders in order to cure any ambiguity or to correct or supplement any provisions herein, or to make any other provisions in regard to matters or questions arising hereunder which the Company and the Warrant Agent may deem necessary or desirable. In furtherance of the foregoing, the Company may extend the duration of the Exercise Period and/or lower the Exercise Price pursuant to Sections 2 and 12, respectively, without the consent of the Warrant Holders.

21. Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

22. Termination. This Agreement shall terminate at the close of business on the Expiration Date or such earlier date upon which all Series A Warrants have been exercised; provided, however, that if exercise of the Series A Warrants is suspended pursuant to Section 11 and such suspension continues past the Expiration Date, this Agreement shall terminate at the close of business on the business day immediately following the expiration of such suspension. The provisions of Section 16 shall survive such termination.

23. Governing Law. This Agreement and each Warrant Certificate issued hereunder shall be deemed to be a contract made under the laws of the State of Colorado and for all purposes shall be construed in accordance with the laws of said State.

24. Benefits of this Agreement. Nothing in this Agreement shall be construed to give any person or corporation other than the Company, the Warrant Agent or the registered holders of the Warrant Certificates any legal or equitable right, remedy or claim under this Agreement.

25. Counterparts. This Agreement may be executed in any number of counterparts and the signatures delivered by facsimile or electronic means (*e.g.*, PDF), each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by one of its officers thereunto duly authorized.**

Date: _____

ROCKDALE RESOURCES CORPORATION

By: _____
Name:
Title:

CORPORATE STOCK TRANSFER, INC.

By: _____
Name:
Title:

Rockdale Warrant Agent Agree 10-17-12

VOID AFTER 5 P.M. Mountain TIME ON _____,

SERIES A WARRANTS TO PURCHASE COMMON STOCK

No. _-_____ _____ Series A Warrants

CUSIP _____

ROCKDALE RESOURCES CORPORATION.

THIS CERTIFIES THAT

or registered assigns, is the registered holder of the number of Series A Warrants ("**Warrants**") set forth above. Each Series A Warrant entitles the holder thereof to purchase from Rockdale Resources Corporation, a corporation incorporated under the laws of the State of Colorado (the "**Company**"), subject to the terms and conditions set forth hereinafter and in the Warrant Agreement between the Company and Corporate Stock Transfer dated _____, 2012 (the "**Warrant Agreement**"), at any time on or after _____, 20__ and before the close of business on _____, 20__ ("**Expiration Date**"), one fully paid and non-assessable share of Common Stockof the Company ("**Common Stock**") upon presentation and surrender of this Warrant Certificate, with the instructions for the registration and delivery of Common Stock filled in, at the stock transfer office located in Denver, Colorado of Corporate Stock Transfer, Inc., Warrant Agent of the Company ("**Warrant Agent**") or of its successor warrant agent or, if there be no successor warrant agent, at the corporate offices of the Company, and upon payment of the **Exercise Price** of $2.00 (as may be adjusted the Warrant Agreement) and any applicable taxes paid either in cash, or by certified or official bank check, payable in lawful money of the United States of America to the order of the Company. Each Warrant initially entitles the holder to purchase one share of Common Stock. The number and kind of securities or other property for which the Warrants are exercisable are subject to adjustment in certain events, such as mergers, stock splits, and stock dividends, to prevent dilution. The Company may, in its sole discretion, (i) extend the Expiration Date by providing not less than 10 days' prior notice, or (ii) lower the Exercise Price at any time prior to the Expiration Date. All Warrants will expire on the Expiration Date.

At the Company's option, and upon twenty days prior written notice, the Company may accelerate the expiration date of the Warrants if:

- the Company's common stock has closed at a price which is at least twice the then applicable Exercise Price for at least twenty consecutive trading days;
- the average trading volume in the Company's common stock has been at least 30,000 shares during the twenty consecutive trading days; and
- the Company has a current and effective registration statement available covering the shares of common stock issuable upon the exercise of the Warrants.

This Warrant Certificate is subject to all of the terms, provisions and conditions of the Warrant Agreement, to all of which terms, provisions and conditions the registered holder of this Warrant Certificate consents by acceptance hereof. The Warrant Agreement is incorporated herein by reference and made a part hereof and reference is made to the Warrant Agreement for a full description of the rights, limitations of rights, obligations, duties and immunities of the Warrant Agent, the Company and the holders of the Warrant Certificates. Copies of the Warrant Agreement are available for inspection at the stock transfer office of the Warrant Agent or may be obtained upon written request addressed to the Company at Rockdale Resources Corporation, 11044 Research Blvd., Suite A-200, Austin, Texas 78759, Attention: Chief Executive Officer.

In certain cases, the sale of securities by the Company upon exercise of Warrants may violate the securities laws of the United States, certain states thereof or other jurisdictions. The Company has agreed to use all commercially reasonable efforts to cause a registration statement to continue to be effective during the term of the Warrants with respect to such sales under the Securities Act of 1933, and to take such action under the laws of various states as may be required to cause the sale of securities upon exercise to be lawful. However, the Company will not be required to honor the exercise of Warrants if, in the opinion of the Board of Directors, upon advice of counsel, the sale of securities upon such exercise would be unlawful.

No holder of this Warrant Certificate, as such, shall be entitled to vote, receive dividends or be deemed the holder of Common Stock or any other securities of the Company which may at any time be issuable on the exercise hereof for any purpose whatsoever, nor shall anything contained in the Warrant Agreement or herein be construed to confer upon the holder of this Warrant Certificate, as such, any of the rights of a stockholder of the Company.

This Warrant Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Warrant Agent.

WITNESS the facsimile signatures of the proper officers of the Company and its corporate seal.

Dated:

ROCKDALE RESOURCES CORPORATION

CORPORATE

Michael Smith SEAL

COLORADO

PRESIDENT

Countersigned:

CORPORATE STOCK TRANSFER, INC.

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-- as tenants in common
TEN ENT	-- as tenants by the entireties
JT TEN	-- as joint tenants with rights of survivorship and not as tenants in common
COM PROP	-- as community property

UNIF GIFT MIN ACT -- _____ Custodian _____
(Cust) (minor)
under Uniform Gifts to Minors Act
_____
(State)

UNIF TRF MIN ACT -- _____ Custodian _____
(Cust) (minor)
under Uniform Transfers to Minors Act
_____
(State)

SERIES A WARRANT

FORM OF EXERCISE

To: Rockdale Resources Corporation

The undersigned, pursuant to the provisions set forth in the within Warrant Certificate, hereby irrevocably elects to exercise the right of purchase represented thereby, and hereby agrees to subscribe for and to purchase shares of the Common Stock of Rockdale Resources Corporation ("Common Shares"), as provided for therein, and tenders herewith payment of the purchase price in full in cash or by wire transfer, check, draft, money order or certified or bank cashier's check in the amount of $_____.

Please issue a certificate or certificates for such Common Shares in the name of the undersigned. If the number of Common Shares purchased hereby shall not be all the Common Shares purchasable under the within Warrant Certificate, a new Warrant Certificate is to be issued in the name of the undersigned for the balance remaining of the Common Shares purchasable thereunder.

Name: _____

(Please Print Name and Address)

Address: _____

_____

Signature(s): _____

_____

Note: This above signature(s) must correspond with the name on the face of this Warrant Certificate or with the name of the assignee appearing in the assignment form below.

Date: _____

FORM OF ASSIGNMENT

(TO BE SIGNED ONLY UPON ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned Registered Holder (_____)

_____

(Please insert social security or other identification number of Registered Holder)

hereby sells, assigns and transfers unto

_____

_____ _____

(Please Print Name and Address including Zip Code) (Please insert social security or other identification number of transferee)

Unit Warrants evidenced by the within Warrant Certificate, and irrevocably constitutes and appoints _____ attorney to transfer this Warrant Certificate on the books of Rockdale Resources Corporation with the full power of substitution in the premises.

Dated: _____

Signature(s):

_____

_____

(Signature(s) must conform in all respects to the name of Registered Holder as specified on the face of this Warrant Certificate in every particular, without alteration or any change whatsoever, and the signature(s) must be guaranteed in the usual manner.)

Signature(s) Guaranteed:

_____

The signature(s) should be guaranteed by an eligible institution (banks, stockbrokers, savings and loan association and credit unions with membership in an approved signature medallion program), pursuant to S.E.C. Rule 17Ad-15.

EXHIBIT 4.4

ROCKDALE RESOURCES CORPORATION

AND

_____

Trustee

_____

INDENTURE

Dated as of _____

_____

$_____

TABLE OF CONTENTS

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 ***Definitions.***

"*Affiliate*" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company.

"*Agent*" means any Registrar, Paying Agent, Conversion Agent or co-registrar.

"*Bankruptcy Law*" means title 11, U.S. Code or any similar Federal or State law for the relief of debtors.

"*Board of Directors*" means the Board of Directors of the Company or any authorized committee of the Board.

"*Collateral*" means the assets secured by the Mortgage and Security Agreement.

"*Common Stock"* means the common stock of the Company as it exists on the date of this Indenture as originally signed.

"*Company*" means the party named as such above until a successor replaces it and thereafter means the successor.

"*Custodian*" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law or Colorado Corporation Law.

"*Default*" means any event which is, or after notice or passage of time would be, an Event of Default.

"*Holder*" or "*Securityholder*" means a person in whose name a Security is registered.

"*Indenture*" means this Indenture as amended from time to time.

"*Mortgage and Security Agreement*" means that instrument between the Company and the Trustee which provides that the Securities will be secured by a first lien by any wells the Company drills and completes or acquires with the proceeds from the sale of the Securities.

"*Mortgage Properties*" means the properties referred to in the Mortgage and Security Agreement.

"*Officer*" means the President, any Vice-President, the Treasurer, the Secretary, any Assistant Treasurer or any Assistant Secretary of the Company.

"*Officers' Certificate*" means a certificate signed by two Officers, one of whom must be the President, the Treasurer or a Vice-President of the Company.

"*Opinion of Counsel*" means a written opinion from legal counsel who is acceptable to the trustee. The counsel may be an employee of or counsel to the Company or the Trustee.

"*Principal*" of a debt security means the principal of the security plus the premium, if any, on the security.

"*SEC*" means the Securities and Exchange Commission.

"*Securities*" means the Securities described above issued under this Indenture.

"*TIA*" means the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb) as in effect on the date shown above.

"*Trustee*" means the party named as such above until a successor replaces it and thereafter means the successor.

"*Trust Officer*" means the Chairman of the Board, the President or any other officer or assistant officer of the Trustee assigned by the Trustee to administer its corporate trust matters.

Section 1.02 ***Other Definitions.***

Term	Defined in Section
"Bankruptcy Law"	6.01
"Common Stock"	10.01
"Conversion Agent"	2.03
"Custodian"	6.01
"Debt"	11.02
"Event of Default"	6.01
"Legal Holiday"	12.07
"Officer"	12.10
"Paying Agent"	2.03
"Quoted Price"	12.10
"Registrar"	2.03
"Representative"	11.02
"Senior Debt"	11.02
"U.S. Government Obligations"	8.01

Section 1.03 ***Incorporation by Reference of Trust Indenture Act.***

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

The following TIA terms used in this Indenture have the following meanings:

"*indenture securities*" means the Securities;

"*indenture security holder*" means a Securityholder;

"*indenture to be qualified*" means this Indenture;

"*indenture trustee*" or "*institutional trustee*" means the Trustee;

"*obligor*" on the indenture securities means the Company.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA have the means assigned to them.

Section 1.04 ***Rules of Construction*.**

Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles;

(3) "*or*" is not exclusive;

(4) words in the singular include the plural, and in the plural include the singular; and

(5) provisions apply to successive events and transactions.

ARTICLE 2

THE SECURITIES

Section 2.01 ***Form and Dating.***

The Securities shall be substantially in the form of Exhibit A, which is part of this Indenture. The Securities may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Security shall be dated the date of its authentication.

Section 2.02 ***Execution and Authentication***.

Two Officers shall sign the Securities for the Company by manual or facsimile signature. The Company's seal shall be reproduced on the Securities.

If an Officer whose signature is on a Security no longer holds that office at the time the Security is authenticated, the Security shall nevertheless be valid.

A security shall not be valid until authenticated by the manual signature of the Trustee. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture.

The Trustee shall authenticate Securities for original issue up to the aggregate principal amount of $10,000,000 upon a written order of the Company signed by two Officers. The aggregate principal amount of Securities outstanding at any time may not exceed that amount except as provided in Section 2.07.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Securities. An authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with the Company or an Affiliate. An authenticating agent is sometimes referred to in this Indenture as the Transfer Agent.

Section 2.03 ***Registrar, Paying Agent and Conversion Agent***.

The Company shall maintain an office or agency where Securities may be presented for registration of transfer or for exchange ("Registrar"), an office or agency where Securities may be presented for payment ("Paying Agent") and an office or agency where Securities may be presented for conversion ("Conversion Agent"). The Registrar shall keep a register of the Securities and of their transfer and exchange. The Company may appoint one or more co-registrars, one or more additional paying agents and one or more additional conversion agents. The term "Paying Agent" includes any additional paying agent; the term "Conversion Agent" includes any additional conversion agent. The Company shall notify the Trustee of the name and address of any Agent not a party to this Indenture. If the Company fails to maintain a Registrar, Paying Agent or Conversion Agent, the Trustee shall act as such.

Section 2.04 ***Paying Agent to Hold Money in Trust.***

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent will hold in trust for the benefit of Security holders or the Trustee all money held by the Paying Agent for the payment of principal or interest on the Securities, and will notify the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the paying Agent shall have no further liability for the money. If the Company acts as Paying Agent, it shall segregate and hold as a separate trust fund all money held by it as Paying Agent.

Section 2.05 ***Securityholder Lists.***

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Securityholders. If the Trustee is not the Registrar, the Company shall furnish to the Trustee on or before each interest payment date and at such other times as the Trustee may request in writing a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Securityholders.

Section 2.06 ***Transfer and Exchange***

Where Securities are presented to the Registrar or a co-registrar with a request to register transfer or to exchange them for an equal principal amount of Securities of other denominations, the Registrar shall register the transfer or make the exchange if its requirements for such transactions are met. To permit registrations of transfer and exchanges, the Trustee shall authenticate Securities at the Registrar's request. The Company may charge a reasonable fee for any registration of transfer or exchange but not for any exchange pursuant to Section 9.05 or 10.02.

Section 2.07 ***Replacement Securities.***

If the Holder of a Security claims that the Security has been lost destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate a replacement Security if the Trustee's requirements are met. If required by the Trustee or the Company, an indemnity bond must be sufficient in the judgment of both to protect the Company, the Trustee, any Agent or any authenticating agent from any loss which any of them may suffer if a Security is replace. The Company may charge for its expenses in replacing a Security.

Every replacement Security is an additional obligation of the Company.

Section 2.08 ***Outstanding Securities.***

The Securities outstanding at any time are all the Securities authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation, and those described in this Section as not outstanding.

If a Security is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Security is held by a bona fide purchase.

If Securities are considered paid under Section 4.01, they cease to be outstanding and interest on them ceases to accrue.

A Security does not cease to be outstanding because the Company or an Affiliate holds the Security.

Section 2.09 ***Treasury Securities.***

In determining whether the Holders of the required principal amount of Securities have concurred in any direction, waiver or consent, Securities owned by the Company or an Affiliate shall be disregarded, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities which the Trustee knows are so owned shall be so disregarded.

Section 2.10 ***Priority of Liens.***

The Securities will be secured by a first lien by any wells the Company drills and completes or acquires with the proceeds from the sale of the Securities. The Securities will also be secured by a second lien on all other assets of the Company. The Second lien will be subordinate to any borrowings, not to exceed $5,000,000, from any bank or similar financial institute.

Section 2.11 ***Cancellation.***

The Company at any time may deliver Securities to the Trustee for cancellation. The Registrar, Paying Agent and Conversion Agent shall forward to the Trustee any Securities surrendered to them for registration of transfer, exchange, payment or conversion. The Trustee shall cancel all Securities surrendered for registration of transfer, exchange, payment, conversion or cancellation and shall dispose of cancelled Securities as the Company directs. The Company may not issue new Securities to replace Securities that it has paid or delivered to the Trustee for cancellation or that any Securityholder has converted pursuant to Article 10.

Section 2.12 ***Defaulted Interest.***

If the Company defaults in a payment of interest on the Securities, it shall pay the defaulted interest in any lawful manner. It may pay the defaulted interest, plus any interest payable on the defaulted interest, to the persons who are Securityholders on a subsequent special record date. The Company shall fix the record date and payment date. At least 15 days before the record date, the Company shall mail to Securityholders a notice that states the record date, payment date, and amount of interest to be paid.

ARTICLE 3

REDEMPTION

Section 3.01 ***Conditions of Redemption.***

At any time the Company may redeem all outstanding Securities, if:

- The Company's common stock has closed at a price which is at least twice the then applicable Conversion Price of the Securities for at least ten consecutive trading days; and

- The average trading volume in the Company's stock has been at least 30,000 shares during the ten trading days.

In addition to the foregoing, the Company may redeem all outstanding Securities if:

- At least 50% of the Company's outstanding shares are acquired in a merger, share-for-share exchange, or similar transaction, and

- The amount received for one share of the Company's common stock in the transaction, either in cash, fair value of securities or property, or any combination of cash, securities of property, is at least twice the then applicable Conversion Price.

If the Company elects to redeem the Securities, it shall notify the Trustee of the redemption date. In the case of redemption, all outstanding Securities must be redeemed.

Section 3.02 ***Notice of Redemption.***

At least 20 days but not more than 60 days before a redemption date, the Company shall mail a notice of redemption to each Holder of the Securities.

The notice shall state:

(1) the redemption date;

(2) the conversion price;

(3) the name and address of the Paying Agent and Conversion Agent;

(4) that Securities may be converted at any time before the close of business on the redemption date;

(5) that Securities must be surrendered to the Paying Agent to collect the redemption price; and

(6) that interest on Securities called for redemption ceases to accrue on and after the redemption date.

Section 3.03 ***Effect of Notice of Redemption.***

Once notice of redemption is mailed, the Securities called for redemption become due and payable on the redemption date.

Section 3.04 ***Deposit of Redemption Price.***

On or before the redemption date, the Company shall deposit with the Paying Agent money sufficient to pay the outstanding principal amount of the Securities, plus all accrued and unpaid interest computed up to the redemption date. The Paying Agent shall return to the Company any money not required for that purpose as a result of the conversion of Securities.

ARTICLE 4

COVENANTS

Section 4.01 ***Payment of Securities.***

The Company shall pay the principal of and interest on the Securities on the dates and in the manner provided in the Securities . Principal and interest shall be considered paid on the date due if the Paying Agent holds on that date money sufficient to pay all principal and interest then due.

Section 4.02 ***SEC Reports.***

The Company shall file with the Trustee within 15 days after it files them with the SEC copies of the annual reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as the4 SEC may be rules and regulations prescribe) which the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1935.

Section 4.03 ***Compliance Certificate.***

The Company shall deliver to the Trustee within 120 days after the end of each fiscal year of the Company an Officers' Certificate stating whether or not the signers know of any Default that occurred during the fiscal year. If they do, the certificate shall describe the Default and its status.

ARTICLE 5

SUCCESSORS

Section 5.01 ***When Company May Merge, etc.***

The Company shall not consolidate or merge into, or transfer or lease all or substantially all of its assets to, any person unless:

(1) the person is a corporation;

(2) The person assumes by supplemental indenture all the obligations of the Company under the Securities and this Indenture, except that it need not assume the obligations of the Company as to conversion of Securities if pursuant to Section 10.15 the Company or another person enters into a supplemental indenture obligating it to deliver securities, cash or other assets upon conversion of Securities; and

(3) Immediately after the transfer no Default exists.

The surviving transferee or lessee corporation shall be the successor Company, but the predecessor Company in the case of a transfer or lease shall not be released from the obligation to pay the principal of and interest on the Securities.

ARTICLE 6

DEFAULTS AND REMEDIES

6.01 vents of Default

A. An "Event of Default" occurs if:

- The Company fails to make any interest or principal payment when;
- The Company breaches any representation, warranty or covenant or defaults in the timely performance of any other obligation in this Indenture or the Mortgage and Security Agreement and the breach or default continues uncured for a period of fifteen business days after the date in which notice of the breach or default is given to the Company, or ten trading days after the Company becomes, or should have become, aware of such breach or default; and
- The Company files for protection from its creditors under the federal bankruptcy code, or a third party files an involuntary bankruptcy petition against the Company

B. A default is not an Event of Default until the Trustee or the Holders of at least 25% in principal amount of the Securities notify the Company of the Default and the Company does not cure the Default within in fifteen days after receipt of the notice. The notice must specify the Default, demand that it be remedied and state that the notice is a "Notice of Default."

C. Upon the occurance of a Default, Trustee is authorized and empowered and it shall be Trustee's duty to sell the Mortgaged Properties and Collateral pursuant to terms of the Mortgage and Security Agreement and to otherwise take any actions required or permitted by the Mortgage and Security Agreement.

Section 6.02 ***Acceleration*****.**

If an Event of Default occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in principal amount of the Securities by notice to the Company and the Trustee, may declare all principal and accrued interest on all the Securities to be due and payable. Upon such declaration the principal and interest due with respect to the Securities shall be due and payable immediately. The Holders of a majority in principal amount of the Securities by notice to the Trustee may rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of the acceleration.

Section 6.03 ***Other Remedies.***

If an Event of Default occurs and is continuing the Trustee may pursue any available remedy to collect the payment of principal or interest on the Securities or to enforce the performance of any provision of the Securities, or this Indenture, or the Mortgage and Security Agreement.

The Trustee may maintain a proceeding even if it does not possess any of the Securities or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Securityholder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04 ***Waiver of Past Defaults.***

The Holders of a majority in principal amount of the Securities by notice to the Trustee may waive an existing Default and its consequences except a Default in the payment of the principal of or interest on any Security.

Section 6.05 ***Control by Majority.***

The Holders of a majority in principal amount of the Securities may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture, is unduly prejudicial to the rights of other Securityholders or would subject the Trustee to personal liability.

Section 6.06 ***Limitation on Suits.***

A Securityholder may pursue a remedy with respect to this Indenture or the Securities only if:

(1) the Holder gives to the Trustee notice of a Event of Default;

(2) the Holders of at least 25% in principal amount of the Securities make a request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and

(5) during such 60-day period the Holders of a majority in principal amount of the Securities do not give the Trustee a direction inconsistent with the request.

A Securityholder may not use this Indenture to prejudice the rights of another Securityholder or to obtain a preference or priority over another Securityholder.

Section 6.07 ***Rights of Holders to Receive Payment.***

Notwithstanding any other provision of this Indenture, the right of any Holder of a Security to receive payment of principal and interest on the Security, on or after the respective due dates expressed in the Security, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of the Holder.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Security to bring suit for the enforcement of the right to convert the Security shall not be impaired or affected without the consent of the Holder.

Section 6.08 ***Collection Suit by Trustee.***

If an Event of Default occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal and interest remaining unpaid on the Securities.

Section 6.09 ***Trustee May File Proofs of Claim.***

The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Securityholders allowed in any judicial proceedings relative to the Company, its creditors or its property.

Section 6.10 ***Priorities.***

If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

First: to the Trustee for amounts due under Section 7.07;

Second: to Securityholders for amounts due and unpaid on the Securities for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Securities for principal and interest, respectively; and

Third: to the Company.

The Trustee may fix a record date and payment date for any payment to Securityholders.

Section 6.11 ***Undertaking for Costs.***

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.06, or a suit by Holders of more than 67% in principal amount of the Securities,

ARTICLE 7

TRUSTEE

Section 7.01 ***Duties of Trustee.***

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) Except during the continuance of an Event of Default:

1) The Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

2) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

1) This paragraph does not limit the effect of paragraph (b) of this Section.

2) The Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts.

3) The Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section.

(e) The Trustee may refuse to perform any duty or exercise any right or power unless it receives indemnity satisfactory to it against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

Section 7.02 ***Rights of Trustee.***

(a) The Trustee may rely on any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Certificate or Opinion.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

Section 7.03 ***Individual Rights of Trustee.***

The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company or an Affiliate with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights. However, the Trustee is subject to Sections 7.10 and 7.11

Section 7.04 ***Trustee's Disclaimer.***

The Trustee makes no representation as to the validity or adequacy of this Indenture or the Securities, it shall not be accountable for the Company's use of the proceeds from the securities, and it shall not be responsible for any statement in the Securities other than its authentication.

Section 7.05 ***Notice of Defaults.***

If a Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to Securityholders a notice of the Default within 90 days after it occurs. Except in the case of a Default in payment on any Security, the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding the notice is in the interests of Securityholders.

Section 7.06 ***Reports by Trustee to Holders.***

Within 60 days after the reporting date stated in Section 12.10, the Trustee shall mail to Securityholders a brief report dated as of such reporting date that complies with TIA §313(a). The Trustee also shall comply with TIA §313(b)(2).

A copy of each report at the time of its mailing to Securityholders shall be filed with the SEC and each stock exchange on which the Securities are listed. The Company shall notify the Trustee when the Securities are listed on any stock exchange.

Section 7.07 ***Compensation and Indemnity.***

The Company shall pay to the Trustee from time to time reasonable compensation for its services. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred by it. Such expenses shall include the reasonable compensation and out-of-pocket expenses of the Trustee's agents and counsel.

The Company shall indemnify the Trustee against any loss or liability incurred by it. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent.

The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through negligence or bad faith.

To secure the Company's payment obligations in this Section, the Trustee shall have a lien prior to the Securities n all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Securities.

When the Trustee incurs expenses or renders services after an Event of Default occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any Bankruptcy Law.

Section 7.08 ***Replacement of Trustee.***

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section.

The Trustee may resign by so notifying the Company. The Holders of a majority in principal amount of the Securities may remove the Trustee by so notifying the Trustee and the Company. The Company may remove the Trustee if:

(1) the Trustee fails to comply with Section 7.10;

(2) the Trustee is adjudged as bankrupt or insolvent;

(3) a receiver or public officer takes charge of the Trustee or its property; or

(4) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the Securities may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of at least 10% in principal amount of the Securities may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.10, any Securityholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Securityholders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.07.

Section 7.09 ***Successor Trustee by Merger, etc.***

If the Trustee consolidates, merges or converts into or transfers all or substantially all of its corporate trust business to another corporation, the successor corporation without any further act shall be the successor Trustee.

ARTICLE 8

DISCHARGE OF INDENTURE

Section 8.01 ***Termination of Company's Obligations.***

The Company may terminate all of its obligations under this Indenture if:

(1) the Securities are no longer outstanding, or

(2) the Company irrevocably deposits in trust with the Trustee money sufficient to pay all principal and interest on the Securities to maturity or redemption, as the case may be.

After the deposit, the Trustee, upon request, shall acknowledge in writing the discharge of the Company's obligations under this Indenture.

Section 8.02 ***Application of Trust Money.***

The Trustee shall hold in trust money or US. Government Obligations deposited with it pursuant to Section 8.091. It shall apply the deposited money and the money from U.S. Government Obligations through the Paying Agent and in accordance with this Indenture to the payment of principal and interest on the Securities. Money and securities so held in trust are not subject to Article 11.

Section 8.03 ***Repayment to Company.***

The Trustee and the Paying Agent shall promptly pay to the Company upon request any excess money or securities held by them at any time.

The Trustee and the Paying Agent shall pay to the Company upon request any money held by them for the payment of principal or interest that remains unclaimed for two years. After payment to the Company, Securityholders entitled to the money must look to the Company for payment as general creditors unless an applicable abandoned property law designates another person.

ARTICLE 9

AMENDMENTS

Section 9.01 ***Without Consent of Holders.***

The Company and the Trustee may amend this Indenture or the Securities without the consent of any Securityholder:

(1) to cure any ambiguity, defect or inconsistency;

(2) to comply with Sections 5.01 and 10.15;

(3) to provide for uncertificated Securities in addition to certificated Securities; or

(4) to make any change that does not adversely affect the rights of any Securityholder.

Section 9.02 ***With Consent of Holders.***

The Company and the Trustee may amend this Indenture or the Securities with the written consent of the Holders of at least 66 2/3% in principal amount of the Securities. However, without the consent of each Securityholder affected, an amendment under this Section may not:

(1) reduce the amount of Securities whose Holders must consent to an amendment;

(2) reduce the rate of or change the time for payment of interest on any Security;

(3) reduce the principal of or change the fixed maturity of any Security;

(4) make any Security payable in money other than that stated in the Security;

(5) make any change in Section 6.04, 6.07 or 9.02 (second sentence);

(6) make any change that adversely affects the right to convert any Security; or

(7) make any change in Article 11 that adversely affects the rights of any Securityholder.

An amendment under this Section may not make any change that adversely affects the rights under Article 11 of any holder of an issue of Senior Debt unless the holders of the issue, pursuant to its terms, consent to the change.

After an amendment under this Section becomes effective, the Company shall mail to Securityholders a notice briefly describing the amendment.

Section 9.03 ***Compliance with Trust Indenture Act.***

Every amendment to this Indenture or the Securities shall be set forth in a supplemental indenture that complies with the TIA as then in effect.

Section 9.04 ***Revocation and Effect of Consents.***

Until an amendment or waiver becomes effective, a consent to it by a Holder of a Security is a continuing consent by the Holder and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent is not made on any Security. However, any such Holder or subsequent Holder may revoke the consent as to his Security or portion of a Security if the Trustee receives the notice of revocation before the date the amendment or waiver becomes effective. An amendment or waiver becomes effective in accordance with its terms and thereafter binds every Securityholder.

Section 9.05 ***Notation on or Exchange of Securities.***

The Trustee may place an appropriate notation about an amendment or waiver on any Security thereafter authenticated. The Company in exchange for all Securities, may issue and the Trustee shall authenticate new Securities that reflect the amendment or waiver.

Section 9.06 ***Trustee Protected.***

The Trustee need not sign any supplemental indenture that adversely affects its rights.

ARTICLE 10

CONVERSION

Section 10.01 ***Conversion Privilege.***

A Holder of a Security may convert it into Common Stock at any time. Prior to the time it has been paid or prior to the redemption date, whichever first occurs. The number of shares issuable upon conversion of a Security is determined by dividing the principal amount to be converted by the conversion price.: Divide the principal amount to be converted by the conversion price in effect on the conversion date.

Section 10.02 ***Conversion Procedure.***

To convert a Security a Holder must deliver the Security to the Conversion Agent with the Conversion Notice properly completed and signed. The date on which the Holder satisfies all those requirements is the conversion date. As soon as practical, the Company shall deliver through the Conversion Agent a certificate for the number of full shares of Common Stock issuable upon the conversion The person in whose name the certificate is registered shall be treated as a stockholder of record on and after the conversion date.

No payment or adjustment will be made for accrued interest on a converted Security.

If a Holder converts more than one Security at the same time, the number of full shares issuable upon the conversion shall be based on the total principal amount of the Securities converted.

Upon surrender of a Security that is converted in part, the Trustee shall authenticate for the Holder a new Security equal in principal amount to the unconverted portion of the Security surrendered.

If the last day on which a Security may be converted is a Legal Holiday in a place where a Conversion Agent is located, the Security may be surrendered to that Conversion Agent on the next succeeding day that is not a Legal Holiday.

Section 10.03 ***Fractional Shares.***

The Company will not issue a fractional share of Common Stock upon conversion of a Security. Instead the Company will round the fractional share to the nearest whole share.

Section 10.04 ***Taxes on Conversion.***

Upon the conversion of a Security, the Company shall pay any documentary, stamp or similar issue or transfer tax due on the issue of shares of Common Stock upon the conversion. However, the Holder shall pay any such tax which is due because the shares are issued in a name other than the Holder's name.

Section 10.05 ***Company to Provide Stock.***

The Company shall reserve out of its authorized but unissued Common Stock or its Common Stock held in treasury enough shares of Common Stock to permit the conversion of the Securities.

All shares of Common Stock which may be issued upon conversion of the Securities shall be fully paid and non-assessable.

The Company will endeavor to comply with all securities laws regulating the offer and delivery of shares of Common Stock upon conversion of Securities and will endeavor to list such shares on each national securities exchange or dealer quotation system on which the Common Stock is listed.

Section 10.06 ***Adjustment for Change in Capital Stock.***

(1) Pays a dividend or makes a distribution on its Common Stock in shares of its Common Stock;

(2) Subdivides its outstanding shares of Common Stock into a greater number of shares;

(3) Combines its outstanding shares of Common Stock into a smaller number of shares;

(4) Makes a distribution on its Common Stock in shares of its capital stock other than Common Stock; or

(5) Issues by reclassification of its Common Stock any shares of its capital stock,

Then the conversion privilege and the conversion price in effect immediately prior to such action shall be adjusted so that the Holder of a Security thereafter converted may receive the number of shares of capital stock of the Company which he would have owned immediately following such action if he had converted the Security immediately prior to such action.

The adjustment shall become effective immediately after the record date in the case of a dividend or distribution and immediately after the effective date in the case of a subdivision, combination or reclassification.

If after an adjustment a Holder of a Security upon conversion of it may receive shares of tow or ore classes of capital stock the Company, the Company shall determine that allocation of the adjusted conversion price between the classes of capital stock. After such allocation, the conversion privilege and the conversion price of each class of capital stock shall thereafter be subject to adjustment on terms comparable to those applicable to Common Stock in this article.

Section 10.07 ***Adjustment for Rights Issue.***

If the Company distributes any rights or warrants to all holders of its Common Stock entitling them for a period expiring within 60 days after the record date mentioned below to purchase shares of Common Stock at a price per share less than the current market price per share on that record date, the conversion price shall be adjusted in accordance with the formula:

$$C' = C \times \frac{O + \frac{N \times P}{M}}{O + N}$$

Where:

C' = the adjusted conversion price.
C = the current conversion price.
O = the number of shares of Common Stock outstanding on the record date.
N = the number of additional shares of Common Stock offered.
P = the offering price per share of the additional shares.
M = the current market price per share of Common Stock on the record date.

The adjustment shall become effective immediately after the record date for the determination of stockholder entitled to receive the rights or warrants.

Section 10.08 ***Adjustment for Other Distributions.***

If the Company distributes to all holder of its Common Stock any of its assets or debt securities or any rights or warrants to purchase securities of the Company, the conversion price shall be adjusted in accordance with the formula:

$$C' = C \times \frac{M - F}{M}$$

Where:

C' = the adjusted conversion price.
C = the current conversion price.
M = the current market price per share of Common Stock on the record date mentioned below.
F = the fair market value on the record date of the assets, securities, rights or warrants applicable to one share of Common Stock. The Company shall determine the fair market value.

The adjustment shall become effective immediately after the record date for the determination of stockholders entitled to receive the distribution.

This Section does not apply to cash dividends or cash distributions paid out of consolidated current or retained earnings as shown on the books of the Company. Also, this Section does not apply to rights or warrants referred to in Section 10.07.

Section 10.09 ***Current Market Price.***

In Section 10.07 and 10.08 the current market price per share of Common Stock on any date is the average of the Quoted Prices of the Common Stock for 30 consecutive trading days commencing 45 trading days before the date in question. In the absence of one or more such quotations, the Company shall determine the current market price on the basis of such quotations as it considers appropriate.

Section 10.10 ***When Adjustment May be Deferred.***

No adjustment in the conversion price need be made unless the adjustment would require an increase or decrease of at least 1% in the conversion price. Any adjustments that are not made shall be carried forward and taken into account in any subsequent adjustment.

All calculations under this Article shall be made to the nearest cent or to the nearest 1/100th of a share, as the case may be.

Section 10.11 ***When No Adjustment Required.***

No adjustment need be made for a transaction referred to in Section 10.06, 10.07 or 10.08 if Securityholders are to participate in the transaction on a basis and with notice that the Board of Directors determines to be fair and appropriate in light of the basis and notice on which holders of Common Stock participate in the transaction.

No adjustment need be made for rights to purchase Common Stock pursuant to a Company plan for reinvestment of dividends or interest.

No adjustment need be made for a change in the par value or no par value of the Common Stock.

To the extent the Securities become convertible into cash, no adjustment need be made thereafter as to the cash. Interest will not accrue on the cash.

Section 10.12 ***Notice of Adjustment.***

Whenever the conversion price is adjusted, the Company shall promptly mail to Securityholders a notice of the adjustment. The Company shall file with the Trustee a certificate form the Company's independent public accountants briefly stating the facts requiring the adjustment and the manner of computing it. The certificate shall be conclusive evidence that the adjustment is correct.

Section 10.13 ***Voluntary Reduction.***

The Company from time to time may reduce the conversion price b any amount for any period of time if the period is at least 20 days and if the reduction is irrevocable during the period.

Whenever the conversion price is reduced, the Company shall mail to Securityholders a notice of the reduction. The Company shall mail the notice at least 15 days before the date the reduced conversion price takes effect. The notice shall state the reduced conversion price and the period it will be in effect.

A reduction of the conversion price does not change or adjust the conversion price otherwise in effect for purposes of Sections 10.06 through 10.08.

Section 10.14 ***Notice of Certain Transactions.***

If:

(1) the Company takes any action that would require an adjustment in the conversion price pursuant to Section 10.06, 10.07, or 10.08 and if the Company does not let Securityholders participate pursuant to Section 10.11;

(2) the Company takes any action that would require a supplemental indenture pursuant to Section 10.15; or

(3) there is a liquidation or dissolution of the Company.

the Company shall mail to Securityholders a notice stating the proposed record date for a dividend or distribution or the proposed effective date of a subdivision, combination, reclassification, consolidation, merger, transfer, lease, liquidation or dissolution. The Company shall mail the notice at least 15 days before such date. Failure to mail the notice or any defect in it shall not affect the validity of the transaction.

Section 10.15 ***Reorganization of Company.***

If the Company is a party to a transaction subject to Section 5.01 or a merger which reclassifies or changes it outstanding Common Stock, the person obligated to deliver securities, cash or other assets upon conversion of Securities shall enter into a supplemental indenture. If the issuer of securities deliverable upon conversion of Securities is an affiliate of the surviving, transferee or lessee corporation, that issuer shall join in the supplemental indenture.

The supplemental indenture shall provide that the Holder of a Security may convert it into the kind and amount of securities, cash or other assets which he would have owned immediately after the consolidation, merger, transfer or lease if he had converted the Security immediately before the effective date of the transaction. The supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practical to the adjustments provided for in this Article. The successor Company shall mail to Securityholders a notice briefly describe in the supplemental indenture.

If this Section applies, Section 10.06 does not apply.

Section 10.16 ***Company Determination Final.***

Any determination that the Company or the Board of Directors must make pursuant to Section 10.03, 10.06, 10.08, 10.09 or 10.11 is conclusive.

Section 10.17 ***Trustee's Disclaimer.***

The Trustee has no duty to determine when an adjustment under this Article should be made, how it should be made or what it should be. The Trustee has no duty to determine whether any provisions of a supplemental indenture under Section 10.15 are correct. The Trustee makes no representation as to the validity or value of any securities or assets issued upon conversion of Securities. The Trustee shall not be responsible for the Company's failure to comply with this Article. Each Conversion Agent other than the Company shall have the same protection under this Section as the Trustee.

ARTICLE 11

MISCELLANEOUS

Section 11.01 ***Trust Indenture Act.***

This Indenture, by law, is not subject to the provisions of the TIA. However the Company believes that certain provisions of the TIA are beneficial. Accordingly if, any provision of this Indenture incorporates by reference any provision of the TIA, the applicable provision the TIA shall control.

Section 11.02 ***Notices.***

Any notice or communication by the Company of the Trustee to the other is duly given if in writing and delivered in person or mailed by first-class mail to the other's address stated in §12.10. The Company or the Trustee by notice of the other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication to a Securityholder shall be mailed by first-class mail to his address shown on the register kept by the Registrar. Failure to mail a notice or communication to a Securityholder or any defect in it shall not affect its sufficiency with respect to the other Securityholder.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Company mails a notice or communication to Securityholders, it shall mail a copy to the Trustee and each Agent at the same time.

All other notices or communications shall be in writing.

Section 11.03 ***Communication by Holder with Other Holders.***

Securityholders may communicate pursuant to TIA §312(b) with other Securityholders with respect to their rights under this Indenture or the securities. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA §312(c).

Section 12.04. Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(a) An Officers' Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) An Opinion of Counsel stating that, in the opinion of such counsel all such conditions precedent have been complied with.

Section 11.05 ***Statements Required in Certificate or Opinion.***

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(1) a statement that the person making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

Section 11.06 ***Rules by Trustee and Agents.***

The Trustee may make reasonable rules for action by or a meeting of Securityholders. The Registrar, Paying Agent or Conversion Agent may make reasonable rules and set reasonable requirements for its function.

Section 11.07 ***Legal Holidays.***

A "Legal Holiday" is a Saturday, a Sunday or a day on which banking institutions are not required to be open. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

Section 11.08 ***No Recourse Against Others***.

All liability described in the securities of any director, officer, employee or stockholder, as such, of the Company is waived and released.

Section 11.09 ***Duplicate Originals.***

The parties may sign any number of copies of this Indenture. One signed copy is sufficient to prove this Indenture.

Section 11.10 ***Variable Provisions.***

"*Officer*" means the President, any Vice-President, the Treasurer, the Secretary, any Assistant Treasurer or any Assistant Secretary of the Company.

The Trustee initially appoints Corporate Stock Transfer, Inc. as authenticating agent.

The Company initially appoints Corporate Stock Transfer, Inc. as Paying Agent, Registrar, and Conversion Agent.

The first certificate pursuant to Section 4.03 shall be for the fiscal year ending _____, 2012.

The reporting date for Section 7.06 is _____ of each year. The first reporting date is _____.

In Section 10.03 and 10.09, the "Quoted Price" of the Company's Common Stock is the price of the Common Stock on the principal market where the Company's Common Stock is traded.

The Company's address is:

11044 Research Blvd.
Suite A-200
Austin, Texas 78759

The Trustee's address is:

_____
_____
_____

Section 11.11 Governing Law. The laws of the State of Colorado shall govern this Indenture and the Securities.

SIGNATURES

Dated: _____ ROCKDALE RESOURCES CORPORATION

By: _____
President

Attest: _____

(SEAL)

Dated: _____

By: _____
Trust Officer

Attest: _____

(SEAL)

Rockdale Indenture 10-19-12

EXHIBIT A

(Face of Security)

(Back of Security)

EXHIBIT 5

December 17, 2012

Rockdale Resources
11044 Research Blvd., Suite A-200
Austin, Texas 78759

This letter will constitute an opinion upon the legality of the sale by Rockdale Resources Corporation, a Colorado corporation, of up to 2,000 Units. Each Unit consists of 500 Microbonds, with each Microbond in the principal amount of $10, and 2,500 Series A warrants, all as referred to in the Registration Statement on Form S-1 filed by the Company with the Securities and Exchange Commission.

We have examined the Articles of Incorporation, the Bylaws and the minutes of the Board of Directors of the Company and the applicable laws of the State of Colorado, and a copy of the Registration Statement. In our opinion:

- the Company has duly authorized the issuance of the Units mentioned above and such Units, when sold, will be legally issued, fully paid, and nonassessable;
- the shares of common stock issuable upon the conversion of the Microbonds will be legally issued, fully paid and nonassessable;
- the shares of common stock issuable upon the exercise of the Series A warrants will be legally issued, fully paid and nonassessable; and
- the Microbonds will be the binding obligations of the Company.

Very truly yours,

HART & TRINEN

By /s/ William T. Hart

EXHIBIT 10.1

March 21, 2012

John P. Barton, Chairman
Rockdale Resources, Inc.
11044 Research Blvd.
Suite A-200
Austin, Texas 78759

RE: *Letter of Agreement for Farmout of Milam County "Airport Lease"*

Dear John,

As we have discussed, this letter outlines the agreement between Rockdale Resources, Inc., ("Rockdale") and Kingman Operating Company, Inc., ("Kingman") whereby (a) Kingman will farmout its leasehold rights in 200 acres under that certain Paid Up Oil and Gas Lease described below, (b) Rockdale will have an exclusive option to farmout an additional 300 acres of Kingman's leasehold rights under that Paid Up Oil and Gas Lease, (c) Kingman will serve as the operator for the wells drilled on the aforementioned 200-acres and 300-acres and will drill all such wells on a turn-key basis, (d) Rockdale will assign to Kingman a 10% working interest in each such well after "Payout" (defined herein), (e) Rockdale will convey to Kingman 1.6 million shares of Rockdale's capital stock, (f) Rockdale will pay the expense of office space for Kingman in Austin, Texas for a period of time, and (g) Rockdale and Michael Smith will enter into an employment agreement whereby Mr. Smith will serve as CEO of Rockdale.

The Lease

Kingman has acquired the rights in that certain paid up oil and gas lease dated June 20, 2011 by and between Noack Farms, LLC, as lessor, and Ardent 1, LLC, as lessee, covering 623.29 acres, more or less, out of the James Reese League, A-303, in Milam County, Texas (the "Lands"), which is recorded at Volume 1150, Page 01, of the Deed Records of Milam County, Texas, by virtue of an assignment from Ardent 1, LLC, to Kingman dated January 11, 2012 which is recorded at Volume 1165, Page 688, of the Deed Records of Milam County, Texas (the "Lease"). A copy of the Lease is attached to this letter agreement as Exhibit A.

Farmout of 200-acre Tract

Upon execution of this letter agreement, Rockdale will pay Kingman the sum of US$475,000.00; thereupon Kingman will execute and file the Assignment of Paid Up Oil and Gas Lease attached hereto as Exhibit B-1 thereby assigning to Rockdale all of Kingman's rights under the Lease to the 200-acre tract of the Lands described in Exhibit B-1, subject to an overriding royalty reserved by Ardent 1, LLC (on its own behalf and on behalf of other overriding royalty interest holders including the landowners) equal to 25% of $^{8}/_{8}$ of the oil, gas and all other hydrocarbons in, under and that may be produced, saved and marketed from said 200-acre tract. Simultaneously, and as a condition of Kingman's executing and filing Exhibit B-1, Rockdale will execute the single owner turnkey drilling and operating agreement attached hereto as Exhibit C whereby Kingman shall serve as operator for such 200-acre tract (the parties agreeing that Kingman shall have the exclusive right to serve as operator of any wells drilled on such 200-acre tract). Kingman will drill any and all wells on the 200-acre tract on a turnkey basis at $275,000.00 per well and will operate such wells at a monthly management fee of $1,000.00 per well per month.

Option to Farmout 300-acret Tract

If no later than November 1, 2012, Rockdale pays Kingman the sum of US$1,275,000.00, Kingman will execute and file the Assignment of Paid Up Oil and Gas Lease attached hereto as Exhibit B-2 thereby assigning to Rockdale all of Kingman's rights under the Lease to the 300-acre tract of the Lands described in Exhibit B-2, subject to an overriding royalty reserved by Ardent 1, LLC (on its own behalf and on behalf of other overriding royalty interest holders including the landowners) equal to 25% of $^{8}/_{8}$ of the oil, gas and all other hydrocarbons in, under and that may be produced, saved and marketed from said 300-acre tract. As a condition of Kingman's executing and filing Exhibit B-2, Kingman shall serve as operator for such 300-acre tract pursuant to the single owner turnkey drilling and operating agreement attached hereto as Exhibit C (the parties agreeing that Kingman shall have the exclusive right to serve as operator of any wells drilled on such 300-acre tract). Kingman will drill any and all wells on the 300-acre tract on a turnkey basis at $275,000.00 per well and will operate such wells at a monthly management fee of $1,000.00 per well per month.

Kingman's 10% Working Interest

It is further agreed, that when "Payout" occurs on the 200-acre and 300-acre tracts, respectively, Rockdale shall reassign to Kingman an undivided 10% working interest therein. "Payout" means that point in time when Rockdale has recovered from the net proceeds of the production attributed to the respective leasehold estate a sum equal to the cost attributed thereto for the drilling, testing, completing and equipping of a test well and a like proportionate interest in the cost of operating said test well during the payout period (it being the parties' intent to comply with the restrictive definition of "complete payout" under Revenue Ruling, 1971-1 C.B. 160, Rev. Rul. 71-207 (1971)).

Conveyance of Rockdale Capital Stock

Within five (5) days of the effective date of this letter agreement, Rockdale and Kingman will execute the Subscription Agreement attached hereto as Exhibit D whereby Rockdale conveys to Kingman _____% of the Capital Stock (defined below) of Rockdale Resources, Inc., currently authorized to be issued, which amount equates to 1,600,000 shares as of the effective date of this letter agreement. "Capital Stock" means any preferred stock, common stock or other stock or similar securities or any security convertible or exchangeable into or for preferred stock, common stock or other stock or similar securities issued by Rockdale Resources, Inc.

Austin Office Space

Upon execution of this letter agreement, Rockdale will secure and maintain (or already will have secured and maintained), at Rockdale's cost and expense, for a period of three (3) (subject to extension by the parties' written agreement), mutually agreeable office space for Kingman's use in Austin, Texas, consisting of at least six (6) executive offices, a reception area, and a kitchenette.

Michael Smith Executive Agreement

No later than March 31, 2012, Rockdale and Michael Smith will enter into the executive employment and compensation agreement attached hereto as Exhibit E, whereby Mr. Smith will serve as President and Chief Executive Officer of Rockdale commencing April 1, 2012. Rockdale will pay Mr. Smith the sum of US$10,000.00 per month and reimburse him for expenses (including attorneys' fees) incurred by him in such role, and Mr. Smith will devote such of his time to this position as is necessary and in the best interests of Rockdale but in no event less than 70% of normal business hours. Rockdale understands that Mr. Smith will continue to serve as President of Kingman during this time, therefore Rockdale will make such disclosures of this dual executive role and interest (including any appearance of or potential for a conflict of interest) as reasonably prudent or required by law and indemnify Mr. Smith and reimburse him for any damages and costs he suffers from any failure by Rockdale to make those disclosures.

Miscellaneous

To the extent additional instruments or documents are needed to effect the parties' agreement herein, each party agrees to work in good faith with the other and execute such other instruments or documents needed to effect their agreement herein.

Except as provided in, and then only for the purposes of, the operating agreement attached as Exhibit C, the parties do not intend that this letter agreement create a partnership or joint venture between then; rather, for the purposes of this letter agreement, the parties remain independent contractors.

The parties agree that this letter agreement shall be governed by and construed under the laws of the State of Texas, without regard to its conflict of laws principles, and that the courts located in Travis County, Texas shall preside over any dispute under this letter agreement.

No provision of this letter agreement may be assigned by a party without the other party's prior written consent (and any attempt to do so shall be void as against the non-consenting party).

This letter agreement may be executed in multiple counterparts (including facsimile copies) and any copy bearing the signatures of both parties shall be deemed an original as long as it bears the original signature of at least one of the parties.

This letter agreement contains the parties' sole and exclusive agreement concerning its subject matter, with each Exhibit hereto containing the parties' sole and exclusive agreement concerning the subject matter stated therein.

If this letter agreement accurately sets forth the terms of our agreement, please sign below and return a fully-signed copy to me; this offer will expire and be void if not signed by 5:00 p.m., CDT, on March 31, 2012. Upon your signature below, the effective date of this letter agreement will be March 21, 2012.

Yours truly,

Kingman Operating Company, Inc.

By: /s/ Michael D. Smith
[authorized signature]

Name: Michael D. Smith
[printed name]

Its: President
[title]

AGREED:

Rockdale Resources, Inc.

By: /s/ John P. Barton
[authorized signature]

Name: John P. Barton
[printed name]

Its: Chairman of the Board of Directors
[title]

Art/Rockdale Kingman-Rockdale Letter Agree Final 4-12-12

EXHIBIT A

THE LEASE

EXHIBIT B-1

ASSIGNMENT OF 200-ACRE TRACT

EXHIBIT B-2

ASSIGNMENT OF 300-ACRE TRACT

EXHIBIT C

SINGLE OWNER TURNKEY DRILLING & OPERATING AGREEMENT

EXHIBIT 10.2

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

ASSIGNMENT OF PAID-UP OIL AND GAS LEASE

STATE OF TEXAS §
COUNTY OF MILAM §

WHEREAS, heretofore, on the 20th day of June, 2011, a certain paid up oil and gas lease was made and entered into by and between NOACK FARMS, LLC, as lessor ("Lessor"), and ARDENT 1, LLC, as lessee, covering:

> 623.29 acres, more or less, out of the James Reese League, A-303, in Milam County, Texas[;] [b]eing the same lands described in a[n] Assignment/Deed dated May 4, 2011 between Stacy Ann Smith Wood to Noack Farms, LLC, recorded in Volume 1148, page 634 of the Official Records of Milam County, Texas[;] [s]aid lands also described in a Special Warranty Deed dated November 29, 2008 recorded in Volume 1091, page 87 of the Official Records of Milam County, Texas[,]

(the "Lands"), which said lease is recorded in Volume 1150, Pages 01-06, of the Deed Records of Milam County, Texas (the "Lease"); and

WHEREAS, by virtue of an assignment dated January 11, 2012 between ARDENT 1, LLC, and KINGMAN OPERATING COMPANY, INC. ("Kingman"), recorded at Volume 1165, Page 688, of the Deed Records of Milam County, Texas, the Lease is now owned and held by Kingman, subject to an overriding royalty reserved by ARDENT 1, LLC (on its own behalf and on behalf of Lessor) equal to 25% of $^{8}/_{8}$ of the oil, gas and all other hydrocarbons in, under and that may be produced, saved and marketed from the Lands;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that Kingman, for and in consideration of the sum of Ten and No/100's ($10.00) Dollars and other good and valuable consideration enumerated in that certain letter agreement between Kingman and Rockdale Resources, Inc., dated March 21, 2012, the receipt and sufficiency of which is hereby acknowledged, and, subject to the terms, conditions, covenants, obligations and reservations hereinafter set out, has granted, sold, transferred, conveyed, assigned and delivered, and by these presents does grant, sell, transfer, convey, assign and deliver unto the said ROCKDALE RESOURCES, INC. ("Rockdale") the Lease above mentioned, together with all leasehold and other rights, titles and interests that Kingman has by virtue of said Lease, and all rights, titles and interests purported to be created by said Lease, insofar as said Lease covers:

> a total of 200 Acres, being comprised of two (2) Tracts, of which Tract A is comprised of 124.134 Acres and Tract B is comprised of 75.866 Acres, which are more fully described as all that certain tract or parcel of land situated in Milam County, Texas, being a part of the James Reese Survey, Abstract No. 303, and a part of the James A. Prewitt Survey, Abstract No. 288, being a part of the residue of a called 220 Acre tract (Tract 1), a part of the residue of a called 104 Acre tract (Tract 2), a part of the residue of a called 153 Acre tract (Tract 3), a part of the residue of a called 200 Acre tract (Tract 4) and a part of the residue of a called 100 Acre tract (Tract 5) conveyed from Stacy Ann Smith Wood, Independent Executor Under the Last Will and Testament of Thelma Noack Smith, Deceased, to Stacy Ann Smith Wood by Deed dated July 18, 2007, recorded in Volume 1081, Page 007, of the Official Records of Milam County, Texas and being more particularly described by metes and bounds as follows, to wit:
>
> <u>TRACT A- 124.134 Acres</u>
>
> BEGINNING at a set 5/8" iron rod on the east Right-of-Way line of U.S. Highway 77, at the southwest corner of Tract 26 of the South Oaks Subdivision recorded in Cabinet A, Slide 99A of the Plat Records of Milam County, for the common northwest corner of the said residue of Tract 2 and of this tract;

THENCE along the common line between the said residue of Tract 2 and the said residue of Tract 3 respectively and the said Tract 26 and Tracts 25, 24, 23 and 27 respectively of the said South Oaks Subdivision for the following courses and distances:

N 68°16'19" E-917.66 feet to a found 5/8" iron rod at the southeast corner of Tract 25, at the southwest corner of Tract 24, for an interior ell corner of this tract;

N 68°04'02" E-367.09 feet to a found 5/8" iron rod at the southeast corner of Tract 24, at the south corner of Tract 23, at the southwest corner of Tract 27, for an interior ell corner of this tract;

N 67°47'18" E-1338.62 feet to a found 5/8" iron rod on a west line of a called 283.162 Acre tract conveyed to James F. and Amy L. Eisterhold in Volume 1166, Page 302, at the southeast corner of Tract 27, at a northeast corner of the said residue of Tract 3, for the northeast corner of this tract;

THENCE S 03°48'58" W-1932.44 feet along the common line between the said 283.162 Acre tract and the said residue of Tract 3, the said residue of Tract 2 and the said residue of Tract 5 respectively to a set 5/8" iron rod for the southeast corner of this tract;

THENCE S 67°53'42" W-3595.12 feet crossing the said residue of Tract 5, the said residue of Tract 4 and the said residue of Tract 1 respectively to a set 5/8" iron rod on the common line between the said east Right-of-Way line of U.S. Highway 77 and the said residue of Tract 1, for the southwest corner of this tract;

THENCE N 24°05'00" E-2517.27 feet along the common line between the said east Right-ofWay line of U.S. Highway 77 and the said residue of Tract 1, the said residue of Tract 4 and the said residue of Tract 2 to the POINT OF BEGINNING containing within these metes and bounds 124.134 Acres of land.

Tract B: 75.866 Acres

BEGINNING at a set 5/8" iron rod on the West Right-of-Way line of F.M. Highway 908, at the southeast corner of a called 21 5094/5645 Acre tract conveyed to Douglas Key in Volume 315, Page 333, for the common northeast comer of the said residue of Tract 3 and of this tract;

THENCE along the common line between the said West Right-of-Way line of F.M. Highway 908 and the said residue of Tract 3 for the following courses and distances:

S 21°20'10" E-219.48 feet to a set 5/8" iron rod for an interior ell corner of this tract;
S 21°30'10" E-1523.30 feet to a set 5/8" iron rod for the southeast corner of this tract;

THENCE S 67°53'42" W-2311.85 feet crossing the said residue of Tract 3 and the said residue of Tract 5 respectively to a set 5/8" iron rod on the common line between a called 283.162 Acre tract conveyed to James F. and Amy L. Eisterhold in Volume 1166, Page 302 and the said residue of Tract 5, for the southwest comer of this tract;

THENCE N 03°48'58" E-1934.51 feet along the common line between the said 283.162 Acre tract and the said residue of Tract 5, the said residue of Tract 2 and the said residue of Tract 3 respectively to a found W' iron rod at the southwest comer of a called 54.534 Acre tract conveyed to the City of Rockdale in Volume 585, Page 433, at a northwest corner of the said residue of Tract 3, for the northwest corner of this tract;

THENCE N 67°47'14" E-1485.17 feet along the common line between the said residue of Tract 3 and the said 54.534 Acre tract and the said 21 5094/5645 Acre tract respectively to the POINT OF BEGINNING containing within these metes and bounds 79.089 Acres of land; as more fully described in the survey of Bradley L. Lipscomb RPLS attached hereto as Addendum A and incorporated herein by reference, (the "Leased Parcel") on the terms set forth below, insofar only as the same covers and includes oil and gas, if any, which may lie in and under the Leased Parcel, and, provided, however, that unless Rockdale or its assigns actually commence (spud in) a test well thereon for oil within 120 days from and after the date hereof, and, after having so commenced said test well, prosecute the drilling of same with all due and reasonable diligence to such total depth at which oil in paying quantities, or flowing sulphur water, if any, is encountered, this assignment and all rights and obligations hereunder shall then *ipso facto* cease and terminate as to all parties.

It is understood that the drilling and completion of said well shall be at the sole cost, expense and risk of Rockdale hereunder, but the drilling and completion of the same is expressly made a condition of this assignment, and in the event Rockdale shall fail either to commence said well, or to drill and complete the same, as herein provided, this assignment shall be void and of no further force or effect, and Kingman shall have the right to peaceably retake possession of the hereinabove described Leased Parcel and the leasehold estate therein and thereunder, whereupon Rockdale shall have no further interest in said Lease, insofar as the same covers any part of the Leased Parcel above described, or in the production therefrom, and upon demand, shall reassign to Kingman herein, its successors and assigns, all of the rights, title, interest and property hereby conveyed.

This assignment is made subject to that certain letter agreement dated March 21, 2012, by and between Kingman and Rockdale, a copy of said letter agreement being available for inspection in Kingman's principal office, which letter agreement provides, among other things, for a reversionary interest in the leasehold estate in Kingman. When Payout occurs, as that term is hereinafter defined, Rockdale shall reassign to Kingman an undivided 10% working interest in the leasehold estate herein assigned by Kingman to Rockdale and a like proportionate interest in all wells and equipment located therein and thereon. "Payout" for the purpose of this assignment is defined as that point in time when Rockdale has recovered from the net proceeds of the production attributed to the leasehold estate assigned to Rockdale by Kingman a sum equal to the cost attributed to such leasehold estate in the drilling, testing, completing and equipping of the test well and a like proportionate interest in the cost of operating said test well during the payout period (it being the parties' intent to comply with the restrictive definition of "complete payout" under Revenue Ruling, 1971-1 C.B. 160, Rev. Rul. 71-207 (1971)).

As a further and additional consideration for this assignment, Rockdale herein expressly binds and obligates itself, its successors and assigns, to operate the Leased Parcel in such a manner as to obtain the maximum production from each and every well for each and every accounting month; it being understood and agreed, however, that the amount of maximum production therefrom shall be governed by the rules and regulations of the Oil and Gas Division of the Railroad Commission of Texas. In this connection, it is further understood and agreed that Kingman herein, or its representative, shall at all times have access to the Leased Parcel herein assigned for the purpose of gauging the production therefrom.

It is understood and agreed that this assignment is in all things subject to all of the terms, conditions, covenants and obligations in said Lease contained, including, without limitation, an overriding royalty interest reserved unto ARDENT 1, LLC (on its own behalf and on behalf of Lessor) equal to 25% of $^{8}/_{8}$ of the oil, gas and all other hydrocarbons in, under and that may be produced, saved and marketed from the Lease, insofar as the Lease covers the Lands; provided, however, that such overriding royalties shall be subject to being proportionately reduced in the event the Lease covers less than the entire mineral fee estate in the Land, and/or Lessor owns less than all of the working interest in and to the Lands; and Rockdale herein expressly binds itself, its successors or assigns, to in all things strictly comply with each and all such terms, conditions, covenants and obligations and expressly assumes the same.

This assignment is made with warranty of title by, through and under Kingman, but no further. The express representations of Kingman contained in this agreement are exclusive and are in lieu of, and Kingman expressly disclaims and negates and Rockdale hereby waives, any representation or warranty, express or implied, with respect to: (i) title to the Leased Parcel, (ii) the quality, quantity or volume of the reserves, if any, of oil, gas or other hydrocarbons in or under the Leased Parcel, and (iii) the environmental condition of the Leased Parcel, both surface and subsurface. Kingman does not make or provide, and Rockdale hereby waives, any warranty or representation, express or implied, as to the quality, merchantability or fitness for a particular purpose of the Leased Parcel or its conformity to models or samples of materials. Except as provided herein, Kingman disclaims and negates, and Rockdale hereby waives, all other representations and warranties, express or implied or statutory. There are no warranties that extend beyond the face of this assignment. Rockdale acknowledges that this waiver is conspicuous.

Witness the execution hereof, this 22nd day of March, 2012.

By: Kingman Operating Company, Inc.

By: /s/ Michael D. Smith

Name: Michael D. Smith

Its: President

SUBSCRIBED AND SWORN TO BEFORE ME this 22nd day of March 2012, by Michael D. Smith, personally known to me to be the person whose name is subscribed to the foregoing instrument, who on his oath acknowledged that he executed the same for the purposes and considerations and in the capacity and with the authority therein expressed, to which WITNESS MY HAND AND SEAL OF OFFICE.

/s/ Jeremy R. Hallford

[SEAL] NOTARY PUBLIC, STATE OF TEXAS

SINGLE OWNER TURNKEY DRILLING & OPERATING AGREEMENT

This agreement is made and entered into as of the 31st day of March, 2012 ("Effective Date") by and between ROCKDALE RESOURCES, INC., ("Owner"), a Colorado corporation, and KINGMAN OPERATING COMPANY, INC., ("Operator"), a Texas corporation.

Owner has acquired, or expects to acquire, oil and gas leasehold interests in the lands described in Addendum A hereto and desires by this agreement to engage Operator for the development and operation of said lands for the production of oil and gas. It is, therefore, agreed as follows:

1. Definitions. As used in this agreement, the following terms shall have the following definitions:

"AFE" shall mean an authority for expenditure prepared by Operator for the purpose of estimating the costs to be incurred in conducting an operation hereunder.

"Completion" or "Complete" shall mean a single operation intended to complete a well as a producer of oil and gas in one or more Zones, including, but not limited to, the setting of production casing, perforating, well stimulation and production testing conducted in such operation.

"Contract Area" shall mean all of the lands described in Addendum "A" hereto, all of the oil and gas leases covering such lands or fee interests in oil and gas therein now owned or hereafter acquired by Owner and intended to be developed and operated for Oil and Gas purposes under this agreement.

"Deepen" means a single operation whereby a well is drilled to an objective Zone below the deepest Zone in which the well was previously drilled, or below the deepest Zone proposed in the associated AFE, whichever is the lesser.

"First Level Supervisors" shall mean those employees whose primary function in Operations is the direct supervision of other employees and/or contract labor directly employed on the Contract Area in a field operating capacity.

"Oil and Gas" shall mean oil, gas, casinghead gas, gas condensate and/or all other liquid or gaseous hydrocarbons and other marketable substances produced therewith.

"Operations" means all operations necessary or proper for the development, operation, protection and maintenance of the wells and facilities in the Contract Area.

"Plug Back" shall mean a single operation whereby a deeper Zone is abandoned in order to attempt a Completion in a shallower zone.

"Recompletion" or "Recomplete" shall mean an operation whereby a Completion in one Zone is abandoned in order to attempt a Completion in a different Zone within the existing wellbore.

"Rework" shall mean an operation conducted in the wellbore of a well after it is Completed to secure, restore or improve production in a Zone which is currently open to production in the wellbore. Such operations include, but are not limited to, well stimulation operations but exclude any routine repair or maintenance work or drilling, Sidetracking, Deepening, Completing, Recompleting or Plugging Back of a well.

"Sidetrack" shall mean the directional control and intentional deviation of a well from vertical so as to change the bottom hole location unless done to straighten the hole or to drill around junk in the hole or overcome other mechanical difficulties.

"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Operations is the handling of specific operating conditions and problems for the benefit of the Contract Area.

"Turnkey" or "Turnkey Basis" means Contractor shall furnish the equipment, labor, and perform the services as herein provided, to drill a well to the specified depth.

"Zone" means a stratum of earth containing or thought to contain a common accumulation of Oil and Gas separately producible from any other common accumulation of Oil and Gas.

2. Responsibilities of Operator. Operator shall conduct and direct and have full control of all Operations on the Contract Area as permitted and required by, and within the limits of this agreement. In its performance of services hereunder for Owner, Operator shall be an independent contractor not subject to the control or direction of Owner except as to the type of operation to be undertaken and the objective thereof in accordance with the notification and approval procedures contained in this agreement. Operator shall not be deemed, or hold itself out as, the agent of Owner with authority to bind Owner to any obligation or liability assumed or incurred by Operator as to any third party. Operator shall conduct its activities under this agreement as a reasonable and prudent operator, in a good and workmanlike manner, with due diligence and dispatch, in accordance with good oilfield practice, and in compliance with applicable law and regulation, but in no event shall Operator have any liability as such to Owner for losses sustained or liabilities incurred except such as may result from gross negligence or willful misconduct.

3. Rights and Duties of Operator.

(a) Employees and Contractors. The number of employees or contractors used by Operator in conducting Operations hereunder, their selection, and the hours of labor and the compensation for services performed shall be determined by Operator, and all such employees or contractors shall be the employees or contractors of Operator.

(b) Turnkey Basis. All wells drilled on the Contract Area shall be drilled on a Turnkey Basis at the rate set forth below in Section 4, unless otherwise agreed in writing between Owner and Operator.

(c) Discharge of Obligations. Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge Owner for reimbursement as provided in this agreement. Operator shall keep an accurate record of all expenses incurred and charges and credits made and received.

(d) Protection from Liens. Operator shall pay, or cause to be paid, as and when they become due and payable, all accounts of contractors and suppliers and wages and salaries for services rendered or performed, and for materials supplied on, to or in respect of the Contract Area or any Operations thereon or therefor, and shall keep the Contract Area free from liens and encumbrances resulting therefrom except for those resulting from a bona fide dispute as to the services rendered or materials supplied.

(e) Custody of Funds. Operator shall hold for the account of Owner any funds of Owner advanced or paid to Operator, either for the conduct of Operations hereunder or as a result of the sale of production from the Contract Area, and such funds shall remain the funds of Owner until used for their intended purpose or otherwise delivered to Owner or applied toward the payment of debts as provided herein. Nothing in this subparagraph shall be construed to establish a fiduciary relationship between Operator and Owner for any purpose other than to account for Owner funds as herein specifically provided. Nothing in this paragraph shall require the maintenance by Operator of separate accounts for the funds of Owner unless the parties otherwise specifically agree.

(f) Access to Contract Area and Records. Operator shall, except as otherwise provided herein, permit Owner or Owner's duly authorized representative, at Owner's sole risk and cost, full and free access at all reasonable times to all Operations of every kind and character being conducted on the Contract Area and to the records and Operations conducted thereon or production therefrom, including Operator's books and records relating thereto. Such access rights shall not be exercised in a manner interfering with Operator's conduct of an operation hereunder. Operator will furnish Owner upon request copies of any and all reports and information obtained by Operator in connection with production and related items, including, without limitation, meter and chart reports, production purchaser statements, run tickets and monthly gauge reports.

(g) Filing and Furnishing Governmental Reports. Operator will file, and upon written request promptly furnish copies to Owner, all operational notices, reports or applications required to be filed by local, state or federal agencies or authorities having jurisdiction over Operations hereunder. Owner shall provide to Operator on a timely basis all information necessary to Operator to make such filings.

(h) Drilling and Testing Operations. The following provisions shall apply to each well drilled hereunder:

(i) Operator will promptly advise Owner of the date on which the well is spudded, or the date on which drilling operations are commenced.

(ii) Operator will send to Owner such reports, test results and notices regarding the progress of Operations on the well as Owner shall reasonably request, including, but not limited to, daily drilling reports, completion reports, and well logs.

(iii) Operator shall adequately test all strata and horizons encountered which may reasonably be expected to be capable of producing oil and gas in paying quantities as a result of examination of any logs or cores or tests conducted hereunder.

(i) Insurance. At all times while Operations are conducted hereunder, Operator shall comply with the worker compensation laws of the state where the Operations are being conducted. Operator shall also carry or provide insurance as follows:

(i) General Liability, including contract, with limits of not less than $1,000,000 Per Occurrence, $2,000,000 General Aggregate, and $1,000,000 Products/Completed Operations Aggregate;

(ii) Automobile Liability with limits of not less than $1,000,000 Combined Single Limit; and

(iii) Workers' Compensation as required by applicable law or, in the absence of a statute governing workers' compensation insurance, with limits of not less than $1,000,000 Each Accident, $1,000,000 Disease Policy Limit, and $1,000,000 Disease Each Employee.

Operator shall require all contractors engaged in work on or for the Contract Area to comply with the worker compensation laws of the state where the Operations are being conducted and to maintain such other insurance as Operator may require.

4. Drilling Operations & Turnkey Rate.

(a) Initial Drilling Operations. Within 30 days after Operator's receipt of the Turnkey Rate stated below in Section 4(c), Operator shall commence the drilling of the first well on the Contract Area at a well site to be determined by the mutual agreement of Operator and Owner and shall thereafter continue the drilling with due diligence to a depth of 2,000 feet below the surface or a depth sufficient to adequately test the Navarro B Formation to the extent the depth of the Navarro B Formation is shallower than 2,000 feet below the surface.

(b) Subsequent/Additional Drilling Operations. Thereafter, Operator will not drill any well in the Contract Area and will not Rework, Sidetrack, Deepen, Recomplete or Plug Back a dry hole or a well no longer capable of producing in paying quantities on the Contract Area without first obtaining the approval of Owner. Before any such operation is performed, the following procedure will be followed unless otherwise agreed in writing:

(i) When and as requested by Owner, or whenever Operator deems it necessary or advisable, Operator will prepare and submit to Owner a proposal for the operation, specifying the location, proposed depth, and objective Zone or Zones. Owner will respond in writing to such proposal, either approving it with any modifications that Owner may direct or rejecting the proposal. Owner's approval of any such proposal will represent Owner's agreement to bear and pay the Turnkey Rate for each such well and all other necessary expenditures in conducting the proposed operation pursuant to Section 5 below.

(ii) When a well that has been proposed to be drilled, Deepened or Sidetracked under this agreement has reached its authorized depth, and all logs, cores and other tests have been completed, and the results thereof furnished to Owner, Operator shall give immediate notice to Owner whether or not Operator recommends attempting to Complete the well. Owner will thereupon (within 48 hours exclusive of Saturday, Sunday and legal holidays) either direct that an attempt be made to Complete the well or that the well be plugged and abandoned.

(iii) Notwithstanding the foregoing, if Owner shall so direct at any time during the conduct of an operation approved pursuant to this Section 4, Operator will cease the operation and will incur no further expenditure for such operation, except that Operator will take such actions as are reasonably necessary, as expeditiously as reasonably possible, to plug and abandon the well or to conduct such other or further operation in such well as may be approved by Owner in the manner herein provided.

(c) Turnkey Rate. For work performed on a Turnkey Basis, as herein provided, Owner will pay Operator the sum of $275,000.00 per well, prior to and as a condition precedent to Operator's commencing drilling operations.

(d) Operator's Monthly Management Fee. Upon completion of a well, and in addition to the Turnkey rate specified herein, Owner shall pay Operator a monthly management fee of $1,000.00 per well (the "Monthly Management Fee") for its continued operation of the well(s).

(e) Costs Due to Catastrophe. In addition to direct costs incurred in connection with a Catastrophe, Operator shall be paid the following rate in excess of the expenditure limit set forth in Section 5 to compensate Operator for overhead costs:

5% of total costs if such costs are less than $100,000; plus
3% of total costs in excess of $100,000 but less than $1,000,000; plus
2% of total costs in excess of $1,000,000.

Overhead costs for Catastrophe shall be applied as follows:

(i) Catastrophe is defined as a sudden calamitous event bringing damage, loss or destruction to property or the environment, such as an oil spill, blowout, explosion, fire, storm, hurricane or other disaster. The overhead rate shall be applied to those costs necessary to restore the Contract Area to the equivalent condition that existed prior to the event.

(ii) Total cost shall mean the gross cost of any one project, and the rates shall be applied to all costs associated with each single occurrence or event.

(iii) For the purpose of calculating Catastrophe overhead, the cost of drilling relief wells or substitute wells, or conducting other well operations directly resulting from the catastrophic event shall be included. Expenditures to which these rates apply shall not be reduced by salvage or insurance recoveries. Expenditures that qualify for Catastrophe overhead shall not qualify for overhead under any other overhead provisions.

5. Other Operations. Operator may, without first obtaining the express approval of Owner, perform routine maintenance, repairs and other tasks in the operation of wells and facilities on the Contract Area, and Owner shall bear the cost in the manner herein provided. However, Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of $50,000.00 without Owner's approval, either separately or in connection with the drilling, Sidetracking, Reworking, Deepening, Completing, Recompleting or Plugging Back of a well that has previously been authorized by or pursuant to this agreement; provided that in the case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in Operator's opinion are required to deal with the emergency to safeguard life and property, but Operator, as promptly as possible, shall report the emergency to Owner. Operator may also take such steps and incur such expenses as it may be ordered to take by governmental authority. If Operator prepares an AFE for its own use, Operator shall furnish Owner an information copy thereof.

6. Taking Production. Owner shall take in kind or separately dispose of the Oil and Gas produced from the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and treating Oil and Gas for marketing purposes and production unavoidably lost. Owner shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area and shall be entitled to receive payment directly from the purchaser thereof for all production. If Owner fails to make the arrangements necessary to take in kind or separately dispose of the Oil and Gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by Owner, and if Owner so requests Operator shall have the obligation, to sell such Oil and Gas to others at any time and from time to time, for the account of Owner, subject always to the right of Owner upon ten days written notice to Operator to exercise at any time its right to take in kind, or separately dispose of, its share of all Oil and Gas not previously delivered to a purchaser. Unless Owner shall expressly direct otherwise in writing, any purchase or sale by Operator of Owner's Oil and Gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one year. Any such sale by Operator shall be in a manner commercially reasonable under the circumstances, but Operator shall have no duty to share any existing market or to obtain a price equal to that received under any existing market. The sale or delivery by Operator of Owner's share of Oil and Gas under the terms of any existing contract of Operator shall not give Owner any interest in or make Owner a party to said contract. No purchase shall be made by Operator without first giving Owner at least ten days written notice of such intended purchase and the price to be paid or the pricing basis to be used. Operator shall maintain records of all marketing arrangements and of volumes actually sold or transported, which records shall be made available to Owner upon reasonable request.

7. Expenditures and Liability.

(a) Direct Charges. Owner shall be responsible for, and shall be liable to Operator for reimbursement of, the direct costs of developing and operating the Contract Area beyond work performed on a Turnkey Basis, including the following items:

(i) Ecological and Environmental. Costs incurred for the benefit of the Contract Area as a result of governmental or regulatory requirements to satisfy environmental considerations applicable to Operations. Such costs may include survey of an ecological or archaeological nature and pollution control procedures that are required by applicable laws and regulations.

(ii) Rentals and Royalties. Lease rentals and royalties paid by Operator for Operations on the Contract Area.

(iii) Damages and Losses to Property. All costs or expenses necessary for the repair or replacement of equipment and personal property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct. Operator shall furnish Owner written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

(iv) Legal Expense. Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and amounts paid for settlement of claims incurred in or resulting from Operations under this agreement or necessary to protect or recover real or personal property interests related to the Contract Area, except that no charge for services of attorneys shall be made unless previously agreed to by Owner.

(v) Taxes. All taxes of every kind and nature assessed or levied upon or in connection with the Contract Area, the operation thereof, or the production therefrom, and which taxes have been paid by Operator for the benefit of Owner.

(vi) Insurance. Net premiums paid for insurance carried for the Operations on the Contract Area for the protection of Owner and Operator.

(vii) Abandonment and Reclamation. Costs incurred for abandonment of wells and facilities on the Contract Area, including costs required by governmental or other regulatory authority.

(viii) Other Expenditures. Any other expenditure not covered or dealt with in the foregoing provisions of this Section 7(a) and which is of direct benefit to the Contract Area and is incurred by Operator in the necessary and proper conduct of Operations on or for the Contract Area.

(b) Statement and Billings. Operator shall bill Owner on or before the last day of each month for all of the direct costs of Operations on the Contract Area for the preceding month and for the following month's Monthly Management Fee. Such bills will be accompanied by statements identifying the AFE, lease or facility, and all charges and credits summarized by appropriate classifications of investment and expense, except that unusual charges and credits shall be separately identified and fully described in detail. Owner will pay all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate published by the Wall Street Journal as of the first day of the month in which the delinquency occurs plus 1%, or the maximum contract rate permitted by applicable law, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts. Payment of any such bills shall not prejudice the right of Owner to protest or question the correctness thereof; provided, however, all bills and statements rendered to Owner by Operator during any calendar year shall conclusively be presumed to be true and correct after 24 months following the end of any such calendar year, unless within said 24-month period Owner takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period.

(c) Liens and Security Interests. Owner grants to Operator a lien upon any interest it now owns or hereafter acquires in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement including but not limited to payment of expense, interest and fees. Such lien and security interest shall include Owner's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from gas imbalances or from the sale of Oil and/or Gas at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

To perfect the lien and security agreement provided herein, Owner shall execute and acknowledge a recording supplement and/or any financing statement prepared and submitted by Owner in conjunction herewith or at any time following execution hereof, and Operator is authorized to file this agreement or the recording supplement executed herewith, if any, as a lien or mortgage in the applicable real estate records and as a financing statement with the proper officer under the Uniform Commercial Code (the "Code") in the state in which the Contract Area is situated and such other states as Operator shall deem appropriate to perfect the security interest granted hereunder. Owner may file this agreement, any recording supplement executed herewith, or such other documents as it deems necessary as a lien or mortgage in the applicable real estate records and/or a financing statement with the proper officer under the Code.

Owner represents and warrants to Operator that the lien and security interest granted hereby shall be a first and prior lien, and Owner hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in oil and gas leases and interests covered by this agreement by, through or under Owner. All parties acquiring an interest in oil and gas leases and oil and gas interests covered by this agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by this Section 7(c) as to all obligations attributable to such interest hereunder whether or not such obligations arise before or after such interest is acquired.

To the extent that Operator has a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by Operator in the payment of expenses, interest or fees, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of Owner's share of Oil and Gas until the amount owed by Owner, plus interest as provided in Section 7(b), has been received, and shall have the right to offset the amount owed against the proceeds from the sale of Owner's Oil and Gas. All purchasers of production may rely on a notification of default from Operator stating the amount due as a result of the default, and Owner waives any recourse available against purchasers for releasing production proceeds as provided in this paragraph.

If Owner does not perform all of its obligations hereunder, and the failure to perform subjects Owner to foreclosure or execution proceedings pursuant to the provisions of this agreement, to the extent allowed by governing law, Owner waives any available right of redemption from and after the date of judgment, any required valuation or appraisement of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, Owner hereby grants to Operator a power of sale as to any property that is subject to the lien and security rights granted hereunder, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.

Owner agrees that Operator shall be entitled to utilize the provisions of Oil and Gas lien law or other lien law of any state in which the Contract Area is situated to enforce the obligations of each party hereunder. Without limiting the generality of the foregoing, to the extent permitted by applicable law, Owner agrees that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due hereunder for services performed or materials supplied by Operator.

8. Claims and Lawsuits. Operator may settle any single uninsured third-party damage claim or suit arising from Operations hereunder if the expenditure does not exceed $50,000.00 and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, Owner shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expenses of handling, settling or otherwise discharging such claim or suit shall be borne by Owner. Operator shall immediately notify Owner of any claim or suit arising from Operations hereunder.

9. Term of Agreement. The term of this agreement shall be for an initial period of five (5) years and shall continue thereafter until terminated on sixty (60) days notice by either party to the other. However, Owner shall have the right to remove Operator and terminate this agreement at any time if Operator is in material breach of this agreement and remains in material breach sixty (60) days after notice by Owner to Operator, specifying the nature of Operator's breach and the necessary action to remedy the breach. The termination of this agreement shall not relieve any party from any obligation or any remedy therefor that has accrued or attached prior to the date of termination.

10. Miscellaneous:

(a) Notices: Except as otherwise expressly provided in this agreement to the contrary, any notice required or permitted to be given under this agreement shall be in writing (including facsimile or similar electronic transmission, provided that such notice will only be deemed effective upon the sender's receipt of a non-automated reply) and sent to the address of the person to be notified as set forth below, or such other more recent address of which the sending person has actually received written notice.

If to Owner:

Rockdale Resources, Inc.
ATTN: Chief Financial Officer
11044 Research Blvd.
Suite A-200
Austin, Texas 78759

If to Operator:

Kingman Operating Company, Inc.
ATTN: President
11044 Research Blvd.
Suite A-200
Austin, Texas 78759

With a copy to:

Jim E. Bullock, Esq.
Christiansen Davis Bullock, LLC
4100 Spring Valley Road
Suite 450
Dallas, Texas 75244

Each such notice or other communication shall be effective, if given by registered or certified mail, return receipt requested, as of the third day after the date indicated on the mailing certificate, or if given by any other means, when such notice or other communication is actually received.

(b) Force Majeure: If a party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to indemnify or make money payments, that party will give to the other party prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The term "force majeure," as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood or other act of nature, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

(c) Laws, Regulations and Orders: This agreement shall be subject to the applicable laws of the State of Texas, to the valid rules, regulations and orders of any duly constituted regulatory body of said state, and to all other applicable federal, state, and local laws, ordinances, rules, regulations and orders. Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any rights, privileges or obligations Owner may have under federal or state laws or under rules, regulations or orders promulgated under such laws in reference to oil, gas and mineral operations, including the location, operation or production of wells on tracts offsetting or adjacent to the Contract Area. With respect to the Operations hereunder, Owner agrees to release Operator from any and all losses, damages, injuries, claims and causes of action arising out of, incident to or arising directly or indirectly from Operator's interpretation or application of rules, rulings, regulations or orders of the Department of Energy or Federal Energy Regulatory Commission or predecessor or successor agencies to the extent such interpretation or application was made in good faith and does not constitute gross negligence. Owner further agrees to reimburse Operator for any refund, fine, levy or other governmental sanction that Operator may be required to pay as a result of such incorrect interpretation or application, together with interest and penalties thereon owing by Operator as a result of such incorrect interpretation or application.

(d) Governing Law: This agreement and all matters pertaining hereto, including but not limited to matters of performance, nonperformance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the law of the State of Texas.

(e) Successors and Assigns: This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and the terms hereof shall be deemed to run with the oil and gas leases or other interests of Owner in the Contract Area.

[SIGNATURE PAGE FOLLOWS]

OPERATOR:

KINGMAN OPERATING COMPANY, INC.

By: /s/ Michael D. Smith
Printed Name: Michael D. Smith
Title: President Date: 3/22/12

STATE OF TEXAS §
COUNTY OF DALLAS §

On this day, appeared before me, Michael Smith, known to me to be the President and CEO of Kingman Operating Company, Inc., who, after being duly sworn, on his oath deposed and said that he executed the foregoing instrument, in the capacity stated, of his own free will and accord, with knowledge of the content and scope thereof, for the purposes set forth therein, and with authority to do so. SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public, to which witness my hand and official seal.

By: /s/ Jeremy R. Hallford
NOTARY PUBLIC IN AND FOR
[SEAL] THE STATE OF TEXAS
Date: 3/22/12

OWNER

ROCKDALE RESOURCES, INC.

By:_____
Printed Name:_____
Title:_____
Date:_____

STATE OF COLORADO §
COUNTY OF _____ §

On this day, appeared before me, John P. Barton, known to me to be the Chairman of the Board of Rockdale Resources, Inc., who, after being duly sworn, on his oath deposed and said that he executed the foregoing instrument, in the capacity stated, of his own free will and accord, with knowledge of the content and scope thereof, for the purposes set forth therein, and with authority to do so. SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public, to which witness my hand and official seal.

By:_____
_____ NOTARY PUBLIC IN AND FOR
[SEAL] THE STATE OF COLORADO
Date:_____

ADDENDUM A TO
SINGLE OWNER TURNKEY DRILLING & OPERATING AGREEMENT

The Contract Area means that certain 200-acre tract defined as the "Leased Premises" in the Assignment of Paid-Up Oil and Gas Lease between Owner and Operator dated March ___, 2012 and filed of record at Volume ___, Page ___, of the Deed Records of Milam County, Texas.

In the event Owner exercises its option to farmout that certain 300-acre tract referenced in that certain letter agreement between Owner and Operator dated March 21, 2012, then the Contract Area shall also include that certain 300-acre tract defined as the "Leased Premises" in the Assignment of Paid-Up Oil and Gas Lease between Owner and Operator dated March ___, 2012 and filed of record at Volume ___, Page ___, of the Deed Records of Milam County, Texas.

EXHIBIT 10.4

CHIEF EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT is made the 31st day of March 2012 (the "Effective Date") by and between Rockdale Resources, Inc., a Colorado corporation, (the "Company"), and Michael D. Smith ("Smith").

WHEREAS, the Company has been formed by individuals with a long history of success with the capital formation, operation, growth and sale of oil and gas companies to utilize the energy capital markets to raise equity and debt for oil and gas exploration and to create significant shareholder value through oil and gas drilling and production; and

WHEREAS, Smith has been engaged as an executive in the oil and gas industry for more than a decade and has extensive experience in oil and gas operations in Texas, including developing, marketing and selling oil and gas investments, horizontal drilling and numerous other projects in Texas; and

WHEREAS, Smith is the President, Chief Executive Officer, sole shareholder and director of Kingman Operating Company, Inc., and the President and sole member of Kingman Energy, LLC (Kingman Operating Company, Inc., and Kingman Energy, LLC, are collectively referred to herein as "Kingman"); and

WHEREAS, with such disclosure and knowledge of Smith's ownership of, obligations and duties to, and continuing participation in Kingman, the Company desires that Smith also serve as President and Chief Executive Officer of the Company and as a director on its Board of Directors; and

WHEREAS, Smith is willing to serve as President and Chief Executive Officer of the Company and as a director on its Board of Directors in conjunction with his obligations and duties to and continued participation in Kingman;

NOW, THEREFORE, the Company and Smith (collectively the "Parties", each a "Party") hereby agree as follows:

I. EMPLOYMENT

(1) Employment. The Company hereby employs Smith, and Smith hereby agrees to serve the Company, as its President and Chief Executive Officer with such responsibilities and authority as may from time to time be prescribed by the Company's Board of Directors and to perform the tasks incident to these positions being accountable only to the Company's Board of Directors. Additionally, Smith will serve as a voting member (*i.e.*, a director) on the Company's Board of Directors.

(2) Term. Smith's employment with the Company shall begin on April 1, 2012 and continue until March 31, 2013, and from year-to-year thereafter (the "Term"), unless terminated sooner as provided below.

(3) Time & Effort. Smith shall devote as much time and effort as may be reasonable and necessary, in consultation with the Company's Board of Directors, but in no event less than 70% of normal business hours, to perform the duties incident to his role as President and Chief Executive Officer.

II. COMPENSATION

(1) Salary. The Company agrees to pay Smith, during the Term, a salary at the initial fixed rate of US$120,000.00 per year, payable in accordance with the Company's standard payroll process or, in the absence thereof, on the first (1st) day of each month, less such deductions or amounts to be withheld as required by applicable law. Smith may be entitled to receive, in addition to the annual base salary referenced above, an annual bonus in an amount to be determined by the Company's Board of Directors in its sole discretion. Nothing contained here will be construed to prevent the Company from increasing Smith's salary during the Term, or from paying bonuses to him, in the discretion of the Company's Board of Directors.

(2) Insurance. Smith shall be entitled to receive such health, dental, personal disability, life insurance, and flexible time-off benefits as are provided for other employees of the Company and as may be authorized and adopted from time to time in the future by the Company.

(3) Benefit Plans. During the Term, Smith is entitled to participate in all employee incentive plans, such as extra compensation plan, pension plan, stock option, stock purchases, stock appreciation plan, or equivalent successor plans that may be adopted by the Company or other so-called "fringe" benefits which the Board of Directors may, in its sole discretion, provide for the Company's employees generally, both those that are in effect now and those that may thereafter be adopted. Any stock options will be designated as incentive stock options to the extent permitted under the plan and applicable law.

(4) Vacation. Smith is entitled to six (6) weeks of paid vacation days in each calendar year, or greater number of weeks as may be determined by the Company's Board of Directors from time to time during the Term, and to compensation in respect of earned but unused vacation days, and to all paid holidays given by the Company to its employees or those observed by the New York Stock Exchange, whichever is more.

(5) Disability Pay. In the absence of disability insurance provided or offered by the Company and in the event of Smith's illness or disability for a continuous period of six (6) months during which he is unable to render the services required herein, Smith's compensation will continue during such period at the rates provided for hereinabove, and, at the end of such period, the Company may terminate the Term on 30 days' prior written notice. In the event of a dispute as to Smith's disability, such question must be submitted to an impartial and reputable physician selected by the mutual agreement of Smith and the Company or in the absence of mutual agreement by the president of the Medical Society of Travis County, Texas, and the determination of the question of disability by such physician will be final and binding on the parties.

III. EXPENSE REIMBURSEMENT

During the Term, Smith shall be authorized to incur necessary and reasonable travel and other business expenses in connection with his executive duties hereunder and for promoting the business of the Company, pursuant to and consistent with the written policies and procedures established by the Company and as may be modified from time to time. The Company shall reimburse Smith for such expenses in accordance with the Company's written policy and procedures.

IV. TERMINATION

(1) Termination for Cause. The Company may terminate this Agreement prior to the expiration of its Term for Cause. For purposes of this Agreement, "Cause" means: (i) a willful act by Smith that is financially materially inimical to the best interests of the Company; (ii) a willful failure by Smith to follow the reasonable, prudent and lawful direction of the Company's Board of Directors; or (iii) a failure by Smith to substantially perform his duties hereunder within 30 days after demand for substantial performance thereof in writing delivered by the Chairman of the Board of Directors that specifically identifies the manner in which the Board of Directors believes that Smith has not substantially performed. For purposes of this paragraph, no act or failure to act on Smith's part is deemed "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action or omission was in the best interest of the Company. Notwithstanding the foregoing, Smith will not be deemed to have been terminated for Cause unless and until there has been delivered to him a copy of a resolution duly adopted by the affirmative vote of not less than three-fourths of the entire membership of the Board of Directors at a meeting thereof called and held for such purpose (after reasonable notice to Smith and an opportunity for him, together with his counsel, to be heard before the Board of Directors) finding that, in the good faith opinion of the Board of Directors, Smith was guilty of the conduct set forth above and specifying the particulars in detail.

(2) Termination by the Executive. Smith may terminate his employment prior to the Term: (i) for Good Reason or (ii) for convenience on 90 days' prior written notice. For purposes of this Agreement, "Good Reason" means: (A) a Change-in-Control of the Company; (B) a failure by the Company to comply with any material provision of this Agreement which has not been cured within 10 days after notice of such noncompliance has been

given by Smith to the Company; or (C) any purported termination of Smith's employment other than for Cause. For purposes of this Agreement, a "Change-in-Control" of the Company means a change in control of a nature that would be required to be reported in response to Item 5(f) of schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934 (15 U.S.C. §§78a *et seq*.) as amended (the "Exchange Act"); provided that, without limitation, a Change-in-Control is deemed to have occurred if: (y) any "person" (as the term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or any "person" who on this date is a director or officer of the Company, is or becomes the "beneficial owner" (as the term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing a percentage interest of the combined voting power of the Company's then outstanding securities which is greater than that of the majority-in-interest of the Company's shareholders as of the date of this Agreement; or (z) during any period of two consecutive years during the Term, those individuals who at the beginning of such period constitute the Company's Board of Directors cease for any reason to constitute at least a majority of the Company's Board of Directors, unless the election of each director who was not a director at the beginning of such period has been approved in advance by directors representing at least three-fourths of the entire membership of the Board of Directors then in office who were directors at the beginning of the period.

V. PAYMENT ON TERMINATION

(1) Termination Following the Executive's Death. In the event of Smith's death during the Term, this Agreement will terminate, and the Company will pay to his widow or other beneficiary designated in writing by him, as a death benefit, an amount equal to the monthly rate of Smith's salary then in effect for a period of six months after his death.

(2) Termination Following Change-of-Control. If, within one year following a Change-in-Control, Smith resigns for Good Reason or the Company terminates his employment without Cause, Smith shall receive: (i) a lump-sum severance payment equal to one hundred percent (100%) of his then current base salary, less applicable deductions and withholdings; (ii) the full amount of any bonus for the fiscal year in which he is terminated, less applicable deductions and withholdings; (iii) immediate vesting of the unvested shares under all outstanding stock options; and (iv) should he be eligible for and elect to continue health insurance pursuant to COBRA, payment of COBRA premiums for twelve (12) months following the termination date of his employment.

(3) Termination for Cause. If Smith's employment is terminated for Cause, the Company must pay him his full salary through the date of termination at the rate in effect at the time of termination and thereafter has no further obligations to him under this Agreement.

(4) No Duty to Mitigate. Smith is not required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor must the amount of any payment provided for under this Agreement be reduced by any compensation he earns as the result of employment by another employer after the termination of his employment or otherwise.

(5) Lump Sum Payment. On Smith's (or his estate's) written request, the Company's Board of Directors may, in its sole discretion, irrevocably agree that the Company will make payment of the above amounts to Smith (or his estate) in one lump sum equal to the present value of any amount remaining to be paid under this section. The present value of the amount to be paid shall be determined by assuming monthly payments on the last day of each month and by discounting those payments at the applicable federal rate, as set forth in Section 1274 of the Internal Revenue Code of 1986, as amended, or any successor statute then in effect (the "Code"), most recently published prior to the date of calculation of the date of termination of employment. The lump-sum payment shall be made within two days after the date of termination.

(6) Excess Parachute Limitation. If the Company's certified public accounting firm (the "Accounting Firm") determines that any payment by the Company to Smith under this Section would be considered to be an "excess parachute payment" under Sections 4999 or 280G of the Code and subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties with respect thereto ("Excise Tax"), the Company shall make an additional payment to Smith (a "Gross-Up Payment") in an amount, as calculated by the Accounting Firm, that places Smith in

the same after-tax economic position that he would have enjoyed if the Excise Tax had not applied to such payment. The Company shall pay the Gross-Up Payment within five (5) days of the Accounting Firm's determination. If the Accounting Firm determines that no Excise Tax is payable, the Company shall cause the Accounting Firm to provide Smith with an opinion that the Accounting Firm has substantial authority under the Code not to report an Excise Tax on his federal income tax return. If the initial Gross-Up Payment is insufficient to cover the amount of the Excise Tax ultimately determined to be owed by Smith ("Underpayment"), the Company shall promptly pay Smith an additional Gross-Up Payment in respect of the Underpayment. The Company shall pay all fees and expenses of the Accounting Firm, including, without limitation, those related to the opinion referred to herein.

VI. CONFIDENTIALITY & CONFLICTS OF INTEREST

(1) Confidentiality. During the Term and for two (2) years thereafter, Smith will not without authorization by the Company's Board of Directors publish or disclose, or authorize anyone else to publish or disclose, any confidential information or trade secrets relating to the business of the Company obtained by Smith during the Term, or any business record, paper, or document, any correspondence, cost data, customer list, or market survey containing confidential information or trade secrets of the Company. All business records, papers, and documents kept or made by Smith relating to the business of the Company must be surrendered to the Company on termination of the Employment Term. The foregoing shall not apply to records, papers, documents, correspondence or other information that is (i) owned or created by any employee or agent of Kingman (other than Smith) or by any third party independent of the Company without access to and reliance on the Company's confidential information or trade secrets, (ii) obtained or received by Smith from a third party without an obligation of confidentiality to the Company, (iii) independently developed or derived without aid of or access to the Company's confidential information or trade secrets, or (iv) authorized for publication by the Company's Board of Directors.

(2) Continued Participation in Kingman. It is further understood and agreed that Smith shall continue to have an ownership interest in, to have obligations and duties to, and to participate in the activities and operations of Kingman and, as such, may engage in other oil and gas activities, for his own account and for the account of others, that are unrelated to the Company's endeavors. Because Kingman may provide various services to the Company that are directly related to the Company's endeavors (for example, serving as operator for the Company's oil and gas wells), Smith, by virtue of his continued involvement with Kingman, may have dual interests in certain of the Company's endeavors and may have conflicting interests with regard to certain of the Company's endeavors. It is, therefore, further understood and agreed that the consideration paid to Smith hereunder is far less than that which the market would normally bare for an executive of his caliber in order to (a) avoid any appearance of self-dealing on Smith's part and (b) account for compensation Smith may receive by virtue of his continued involvement with Kingman. It is, further, understood and agreed that, in the event Smith's performance of a duty or obligation to the Company and his duties or obligations to, or interest in, Kingman give rise to a conflict of interests, Smith temporarily may excuse himself from performance of such duty or obligation to the Company, instead deferring such matter to the discretion of the Company's Board of Directors, and in so doing shall not breach or violate the provisions of this Agreement or be deemed to have abandoned his duties or employment hereunder.

(3) Conflicts of Interest. During the Term, Smith will not engage as owner, stockholder, employee, officer, or director, directly or indirectly, for his own account, or for any person, firm, or corporation, anywhere in the world, in the business now conducted by the Company; provided, however, (i) the foregoing shall in no way restrict Smith's ability to participate as owner, stockholder, employee, officer, or director, directly or indirectly, for his own account, or for any person, firm, or corporation, anywhere in the world, in the business conducted by Kingman, and (ii) Smith may invest in the securities traded on a national securities exchange or in the over-the-counter market of any corporation engaged in the business now conducted by the Company and those of any corporation not engaged in the business now conducted by the Company.

(4) Disclosures. The Company shall make disclosures regarding the foregoing provisions of Subsections VI(2)-(3) in filings with the Securities & Exchange Commission ("SEC") and states securities regulators and in documents provided to investors and potential investors as reasonably prudent under (at a minimum, as required by) applicable law.

VII. INDEMNIFICATION

The Company will, and does hereby, indemnify and hold harmless, to the extent permitted by law, Smith from and against any and all losses, claims, damages, liabilities (joint or several), penalties, fines, interest, costs and expenses ("Losses") which Smith may incur and to which Smith may become subject under federal or state statute, common law, or otherwise ("Proceedings") relating to (a) any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which the Company's securities were registered under the Securities Act or applicable state law; (b) any misleading, untrue or allegedly misleading or untrue statement or omission to state a material fact in any preliminary, final, or summary prospectus, offering memorandum, or other document provided to investors, potential investors, the SEC or state securities regulators, including any amendments or supplements thereto; (c) the Company's failure to make disclosures as reasonably prudent under or as required by the Securities Act or applicable state securities or consumer protection laws; (d) the Company's violation of applicable law or regulation; (e) the Company's decision to contest a determination under Sections 4999 or 280G of the Code relative to any payment to Smith under Section V of this Agreement or imputed income resulting from any Gross-Up Payment; or (f) any other action or omission to act by the Company. Smith shall have the right to be represented in Proceedings by counsel of his choosing, and the Company will reimburse Smith for any legal and other expenses incurred by him in connection with Proceedings. Such indemnity remains in full force and effect regardless of, and shall survive, the termination of the Term or this Agreement.

X. MISCELLANEOUS

(1) Successors. This Agreement (a) shall be binding upon any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation, or otherwise) to all or substantially all of the Company's business and/or assets and (b) shall inure to the benefit of, and be enforceable by, Smith's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees.

(2) Notices. Any notice required or desired to be given under this Agreement will be deemed given if in writing sent by certified mail and hand delivered (a) if to Smith, to his residence, or (b) if to the Company, to its principal office or its registered agent.

(3) Modification; Waiver. No provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by Smith and such officer of the Company as designated by its Board of Directors. Waiver by either Party of a breach of any provision does not operate as or will be construed a waiver of any subsequent breach.

(4) Savings Clause. The invalidity or unenforceability of any provision or provisions of this Agreement does not affect the validity or enforceability of any other provision of this Agreement which remains in full force and effect.

(5) Interpretation. This Agreement has been submitted to the scrutiny of, and has been negotiated by, all Parties hereto and their counsel, and shall be given a fair and reasonable interpretation in accordance with the terms hereof, without consideration or weight being given to its having been drafted by any Party hereto or its counsel. Titles or captions of sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.

(6) Governing Law; Disputes; Remedies Cumulative. This Agreement is governed by and construed in accordance with the laws of the State of Texas. Any disputes under this Agreement shall be brought in the state or federal courts located in Travis County, Texas, and the Parties irrevocably submit to the jurisdiction of said courts. The rights and remedies of the Parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof.

(7) Entire Agreement. This Agreement has been approved by the Company's Board of Directors and contains the Parties' full and complete Agreement concerning Smith's employment with the Company, to the exclusion of any other agreements, representations or discussion (oral or written).

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its Chairman of the Board, and the Parties have executed this Agreement as of the day and year first above written.

Rockdale Resources, Inc.

By: /s/ John P. Barton
[signature]

Name: John P. Barton
[printed name]

Title: Director

Michael D. Smith

By: /s/ Michael D. Smith
[signature]

Name: Michael D. Smith
[printed name]

Rockdale Chief Exec. Employ Agree Smith 3-31-12

EXHIBIT 10.5

EMPLOYMENT AGREEMENT

This Agreement is entered into as of March 15, 2012, between **MARC SPEZIALY** ("Employee"), and **ROCKDALE RESOURCES CORPORATION** ("Company").

During the term of this Agreement, Employee agrees to perform for the Company as the Chief Financial Officer, and will report directly to John Barton, Director. The Employee will assist the Company with certain responsibilities typically performed by the Chief Finanial Officer, including financial planning, budgeting, investor relations, preparation of SEC reports and other administrative responsibilities.

During the term of this Agreement, the Company shall pay Employee $10,000 a month, to be paid semi-monthly on the 15th and last day of the month, and will reimburse all reasonable out-of-pocket expenses.

This Agreement shall commence on the date hereof and shall remain in effect for twelve (12) months, unless extended in writing by mutual agreement of the parties for additional periods.

Either party may terminate this agreement at any time for any or for no reason by giving thirty (30) days' written notice of termination to the other party.

The Company may immediately terminate Employee's engagement for Cause upon written notice of termination to Employee, with the particular Cause being specified in such notice. Cause" means any of the following in the Company's judgment: (a) Employee's conduct, failure or omission which has, or may have, an adverse effect on the Company; (b) Employee's act or acts amounting to gross negligence or willful misconduct to the detriment of the Company; or (c) Employee's fraud or embezzlement of funds or property.

ROCKDALE RESOURCES CORPORATION

/s/ John Barton

John Barton, Director

EMPLOYEE

/s/ Marc Spezialy

Marc Spezialy

Rockdale Spezialy Employ Agree 3-15-12

EXHIBIT 10.6

AGREEMENT FOR CONSULTING SERVICES

This Agreement is entered into as of May 1, 2012, between Energy Capital Partners, LLC ("Consultant"), and ROCKDALE RESOURCES CORPORATION ("Company").

During this term of this agreement, Consultant agrees to perform for the Company as a capital formation advisor. The Consultant will assist the Company with certain responsibilities typically performed by an advisor.

During the term of this Agreement, the Company shall pay Consultant $18,000 a month, to be paid monthly on the last day of the month, and will reimburse all reasonable out-of-pocket expenses.

This Agreement shall commence on the date hereof and shall remain in effect until April 30, 2013, unless extended in writing by mutual Agreement of the parties for additional periods.

Either party may terminate this Agreement at any time for any or for no reason by giving thirty (30) days' written notice of termination to the other party.

The Company may immediately terminate Consultant's engagement for Cause upon written notice of termination to Consultant, with the particular Cause being specified in such notice. "Cause" means any of the following in the Company's judgment: (a) Consultant's conduct, failure or omission which has, or may have, an adverse effect on the Company; (b) Consultant's act or acts amounting to gross negligence or willful misconduct to the detriment of the Company; or (c) Consultant's fraud or embezzlement of funds or property.

ROCKDALE RESOURCES CORPORATIONS

/s/ Marc Spezialy
Marc Spezialy, Chief Financial Officer

CONSULTANT

/s/ John Barton
John Barton, Authorized Officer

Rockdale Agree for Consult Services Energy Capital 5-1-12

Exhibit 10.7

AMENDMENT

Rockdale Resources, Inc. and Kingman Operating Company, Inc. agree to amend their March 21, 2012 Letter Agreement as follows:

Option to Farmout 300 acre Tract

Effective November 7, 2012 Rockdale will issue Kingman 400,000 shares of its restricted common stock to acquire the lease at any time on or before January 31, 2012 for $920,000.

Kingman's 10% Working Interest

Kingman will not have any carried working interest in the leases referred to in the March 21, 2012 Letter Agreement:

Conveyance of Rockdale Capital Stock

The 1,600,000 shares of Rockdale's capital stock will not be issued to Kingman, but instead will be issued to Michael D. Smith in consideration for the payment to Rockdale of $16,000.

Austin Office Space

Rockdale will provide Kingman one room (approximately 200 square feet) free of change at Rockdale's offices in Austin, Texas.

Other

With respect to the leases referred to in the March 21, 2012 Letter Agreement, Rockdale will pay Kingman;

- $400 a month to operate any wells which Rockdale drills and completes on the leases, and
- will pay a pumper $400 a month to gauge and pump the tank batteries on the leases.

The cost to drill and complete the first five wells on the 200 acre lease was $275,000 per well.

The cost to drill and complete the sixth well on the 200 acre lease was $150,000, since it was not fractured or otherwise stimulated.

The cost to drill and complete any remaining wells on the 200 or 300 acre leases will be at cost, estimated to be approximately $150,000 per well, on the terms of a multiple well drilling commitment.

Agreed to and Accepted:

Kingman Operating Company	Rockdale Resources, Inc.
By:/s/ Michael D. Smith Michael D. Smith,	By:/s/ John P. Barton John P. Barton

President

Vice President

EXHIBIT 23.1

CONSENT OF ATTORNEYS

Reference is made to the Registration Statement of Rockdale Resources Corporation on Form S-1 whereby the Company proposes to sell up to 2,000 Units, with each Unit consisting of 500 Microbonds, with each Microbond in the principal amount of $10, and 2,500 Series A warrants. Reference is also made to Exhibit 5 included in the Registration Statement relating to the validity of the securities proposed to be issued and sold.

We hereby consent to the use of our opinion concerning the validity of the securities proposed to be issued and sold.

Very Truly Yours,

HART & TRINEN, L.L.P.

By /s/ William T. Hart
William T. Hart

Denver, Colorado

December 17, 2012

EXHIBIT 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the inclusion in this Registration Statement on Form S-1 Amendment #1 of our report dated March 26, 2012 except for Note 7 which is dated December 17, 2012 , with respect to the audited financial statements of Rockdale Resources Corporation (formerly Art Design, Inc.) for the years ended December 31, 2011 and 2010.

We also consent to the references to us under the heading "Experts" in such Registration Statement.

/s/ MaloneBailey, LLP

www.malone-bailey.com

Houston, Texas
December 17, 2012