

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

Quarterly Report Pursuant To Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended **June 30, 2013**

Transition Report Under Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____

Commission File Number: **000-52690**

ROCKDALE RESOURCES CORPORATION

(Exact name of registrant as specified in its charter)

Colorado

(State or other jurisdiction of incorporation or organization)

86-1061005

(I.R.S. Employer Identification No.)

11044 Research Blvd., Suite A-200

Austin, Texas 78759

(Address of principal executive offices, including Zip Code)

(512) 795-2300

(Issuer's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Name of each exchange on which registered

None

Securities registered pursuant to Section 12(g) of the Act:

Common Stock

(Title of class)

Check whether the issuer: (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the past 12 months (or for such shorter period that the issuer was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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 12b-2 of the Exchange Act. (Check one).

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

State the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date: 14,003,041 shares of common stock as of August 14, 2013.

TABLE OF CONTENTS

Part I Financial Information

Item 1.	Financial Statements	3
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	9
Item 3.	Risk Factors	12
Item 4.	Controls and Procedures	17

Part II Other Information

Item 5.	Other Information	18
Item 6.	Exhibits	22

	Signatures	23
--	----------------------------	----

PART I

Item 1. Financial Statements

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

	<u>June 30, 2013</u>	<u>December 31, 2012</u>
ASSETS		
Current assets		
Cash	\$ 331,242	\$ 731,043
Accounts receivable-related party, net		4,805
Other current assets	28,381	28,225
Total current assets	359,623	764,073
Property & equipment		
Oil and gas, on the basis of full cost accounting		
Proved properties	2,810,281	2,125,685
Unproved properties and properties under Development, not being amortized	-	72,950
Furniture, equipment & software	25,621	47,876
Less accumulated depreciation	(67,147)	(36,057)
Net property and equipment	2,768,755	2,210,454
Deferred Tax Assets	-	-
Other Assets	20,000	20,000
Total Assets	\$ 3,148,378	\$ 2,994,527
LIABILITIES & STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	\$ 22,692	\$ 43,892
Accounts payable - related party	6,586	-
Accrued liabilities	38,843	22,279
Deferred rent	3,432	2,788
Total current liabilities	71,553	68,959
Deferred rent	5,224	7,096
Asset retirement obligations	64,836	52,644
Convertible debt – related parties, net of debt discounts of \$251,184 and \$0	98,816	-
Total Liabilities	\$ 240,429	\$ 128,699
Stockholders' Equity		
Preferred stock, \$.10 par value; 1,000,000 shares authorized; No shares issued & outstanding	-	-
Common stock, \$.001 par value; 50,000,000 shares authorized; 14,003,041 and 10,820,600 shares issued and outstanding	14,003	17,160
Additional paid in capital	5,168,697	4,519,856
Treasury stock: 20,000 and 0 shares respectively	-	(5,000)
Accumulated deficit	(2,274,751)	(1,666,188)
Total Stockholders' Equity	2,907,949	2,865,828
Total Liabilities and Stockholders' Equity	\$ 3,148,378	\$ 2,994,527

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 June 30, 2013	Three Months Ended June 30, 2012	Six Months Ended June 30, 2013	Six Months Ended June 30, 2012
Oil and gas sales	\$ 38,572	\$ -	\$ 94,449	\$ -
Operating expenses				
Lease Operating expense	26,900	-	63,181	-
Production tax	1,778	-	4,353	-
General and administrative expenses	230,396	567,510	597,520	589,828
Bad debt - related party	-	-	-	24,800
Depreciation, depletion and amortization	14,221	1,921	34,456	2,026
Asset retirement obligation accretion	1,907	-	3,502	-
Total operating expenses	<u>275,202</u>	<u>569,431</u>	<u>703,012</u>	<u>616,654</u>
Loss from operations	<u>(236,630)</u>	<u>(569,431)</u>	<u>(608,563)</u>	<u>(616,654)</u>
Net loss	<u>\$ (236,630)</u>	<u>\$ (569,431)</u>	<u>\$ (608,563)</u>	<u>\$ (616,654)</u>
Loss per share (Basic and fully diluted)	<u>\$ (0.02)</u>	<u>\$ (0.05)</u>	<u>\$ (0.04)</u>	<u>\$ (0.05)</u>
Weighted average number of common shares outstanding	<u>13,963,481</u>	<u>12,436,410</u>	<u>15,423,667</u>	<u>11,492,455</u>

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

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

	Six Months Ended <u>June 30, 2013</u>	Six Months Ended <u>June 30, 2012</u>
<i>Cash Flows from Operating Activities</i>		
Net loss	\$ (608,563)	\$ (616,654)
Adjustment to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	34,456	2,026
Loss on disposal of assets	5,609	250
Accretion expense	3,502	-
Stock-based compensation	5,400	4,200
Bad debt expense – related party	-	24,800
Changes in operating assets and liabilities		
Accounts receivable – related party	4,805	(13,500)
Other assets	(677)	(41,326)
Accounts payable	(21,200)	35,948
Accounts payable - related party	6,586	(2,350)
Accrued liabilities	16,564	4,159
Deferred rent	<u>(1,228)</u>	<u>10,880</u>
Net cash flows from operating activities	<u>(554,746)</u>	<u>(591,567)</u>
<i>Cash Flows from Investing Activities</i>		
Purchase property and equipment	(6,200)	(16,823)
Proceeds from sale of property and equipment	20,000	-
Purchase of oil and gas properties	-	(475,000)
Capital expenditures on oil and gas properties	<u>(207,955)</u>	<u>(1,375,000)</u>
Cash flows from investing activities:	<u>(194,155)</u>	<u>(1,866,823)</u>
<i>Cash Flows from Financing Activities</i>		
Convertible debt borrowing from related parties	350,000	-
Short term borrowing from related parties	-	110,557
Short term payments to related parties	-	(156,108)
Purchase of outstanding shares	(900)	(9,126)
Proceeds from issuance of common stock	<u>-</u>	<u>3,349,203</u>
Cash flows from financing activities	<u>349,100</u>	<u>3,294,526</u>
Net change in cash and cash equivalents	<u>(399,801)</u>	<u>836,136</u>
Cash and cash equivalents		
Beginning of period	<u>731,043</u>	<u>392</u>
End of period	\$ 331,242	\$ 836,528
NON-CASH FINANCING DISCLOSURES		
Cancellation of treasury shares (Note 5)	\$ 5,000	\$ -
Discount on related party convertible note payable – warrants and conversion feature (Note 5)	251,184	-
Fair value of shares issued in purchase of oil and gas properties (Note 5)	395,000	-
Cash paid for interest	-	-
Cash paid for taxes	\$ -	\$ -

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 SIX MONTHS ENDED JUNE 30, 2013
(Unaudited)

NOTE 1. ORGANIZATION AND BASIS OF PRESENTATION:

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 4, 2012, the Company amended its articles of incorporation to change its name to Rockdale Resources Corporation.

Basis of Presentation

The accompanying unaudited interim financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the 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 latest Annual Report filed with the SEC on Form 10-K. 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 most recent fiscal year, 2012, as reported in Form 10-K, have been omitted.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

As of June 30, 2013, the Company’s significant accounting policies are consistent with those discussed in the audited financial statements as of December 31, 2012.

Earnings Per Share – Basic earnings per share have been calculated based upon the weighted-average number of common shares outstanding. The weighted-average number of common shares outstanding used in the computations of earnings per share was 15,423,667 for the six-month period ended June 30, 2013 and 11,492,455 for the six-month period ended June 30, 2012.

Recently Issued Accounting Pronouncements – Various accounting standards updates have been recently issued, most of which represented technical corrections to the accounting literature or were applicable to specific industries. No new accounting pronouncements have been issued that are likely to have a material impact to the Company's financial statements.

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.

NOTE 3. GOING CONCERN

The Company has suffered recurring losses from operations. These conditions raise substantial doubt about the Company’s ability to continue as a going concern. The Company plans to generate profits by drilling productive oil or gas wells. However, the Company will need to raise the funds required to drill new wells through the sale of its securities, through loans from third parties or from third parties willing to pay the Company’s share of drilling and completing the wells. The Company does not have any commitments or arrangements from any person to provide the Company with any additional capital. If additional financing is not available when needed, the Company may need to cease operations. The Company may not be successful in raising the capital needed to drill oil or gas wells. Any wells which the Company may drill may not be productive of oil or gas. Management believes that actions presently being taken to obtain additional funding provide the opportunity for the Company to continue as a going concern. We have plans to finance our activities through private offerings of our securities, issuance of corporate bonds and/or joint venture agreements. The accompanying financial statements have been prepared assuming the Company will continue as a going concern; no adjustments to the financial statements have been made to account for this uncertainty.

ROCKDALE RESOURCES CORPORATION
(FORMERLY ART DESIGN, INC.)
NOTES TO FINANCIAL STATEMENTS
FOR THE SIX MONTHS ENDED JUNE 30, 2013
(Unaudited)

NOTE 4. RELATED PARTY TRANSACTIONS

At June 30, 2013 the Company had accounts payable – related-party of \$6,586. This amount constitutes the net payment due to RTO Operating, LLC for its services as the operator of the Company’s wells during June 2013.

NOTE 5. EQUITY

Preferred Stock – 1,000,000 shares authorized, none issued or outstanding.

Common Stock – In April 2012 the Company purchased 9,125,500 of the Company’s common stock from an unrelated third party for \$9,126.

In March 2013, Michael Smith transferred 1,600,000 shares of the Company’s common stock, to the Company for consideration of \$100. These shares were returned to treasury and cancelled. In addition, in March 2013, John Barton, a former officer and director of the Company, and a number of other shareholders transferred an aggregate of 2,031,707 shares of the Company’s common stock to the Company for aggregate consideration of \$800. All such shares were returned to treasury and cancelled.

In March 2013, an additional 45,000 outstanding shares of common stock were cancelled, including 20,000 of treasury stock.

In April 2013, the Company was assigned a 100% working interest (75% net revenue interest) in a 623-acre lease in Milam County, Texas. (The Company had previously been assigned an aggregate of 202.5 acres out of this 623-acre lease via an assignment in March 2012 of 200 acres and an assignment in October 2012 of 2.5 acres. See “The Subsequent Kingman Assignment” in Item 5 of this Report on Form 10-Q.) The Company issued 500,000 shares of its common stock valued at \$395,000 as consideration for the release of a security interest encumbering this 623-acre lease.

In June 2013 the Company issued 20,000 shares of its common stock valued at \$5,400 as employee compensation.

NOTE 6. CONVERTIBLE DEBT – RELATED PARTY

On June 17, 2013, the Company entered into a Convertible Secured Note and Warrant Purchase Agreement (the “Purchase Agreement”) with Rick Wilber. Pursuant to the Purchase Agreement, the Company agreed to sell, and Mr. Wilber agreed to buy, for aggregate consideration of \$350,000, a convertible secured promissory note in the principal amount of \$350,000 (the “Note”) convertible at \$0.30 per share, and a warrant to purchase 1,000,000 shares of the Company’s common stock (the “Warrant”) at an exercise price of \$0.80 per share. The Company analyzed the convertible debt and the warrants issued for derivative accounting consideration and determined that derivative accounting is not applicable for these debts. The warrants vest immediately and have a term of 10 years. The relative fair value of the warrants was measured using the Black-Scholes option pricing model and determined to be \$148,925, which was recorded as a debt discount. Variables used in the Black-Scholes option pricing model for the warrants included: (1) discount rate of 2.19%, (2), expected life of ten years, (3) expected volatility of 196% and (4) zero expected dividends. The note was then evaluated for a beneficial conversion feature and it was determined that a beneficial conversion feature existed. The intrinsic value of the beneficial conversion feature was determined to be \$102,259 and was recorded as a debt discount. The debt discounts are being amortized over the life of the note using the effective interest method.

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 Company for the cost of pollution clean-up resulting from operations and subject the Company 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 June 30, 2013, which have not been provided for, or covered by insurance or which may 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.

Office rental expense was approximately \$27,192 and \$17,198 for the six months ended June 30, 2013 and 2012, respectively. Deferred rent was approximately \$8,656 as of June 30, 2013.

ROCKDALE RESOURCES CORPORATION
(FORMERLY ART DESIGN, INC.)
NOTES TO FINANCIAL STATEMENTS
FOR THE SIX MONTHS ENDED JUNE 30, 2013
(Unaudited)

NOTE 8. SUBSEQUENT EVENTS

On July 17, 2013, the Company, pursuant to Rule 477(a) of Regulation C promulgated under the Securities Act of 1933, as amended (the "Securities Act"), withdrew its Registration Statement on Form S-1, as amended (File No. 333-184575), together with all exhibits thereto. The Registration Statement was originally filed with the Commission on October 24, 2012.

Effective August 1, 2013 the Company began functioning as its own operator, and ceased using RTO Operating, LLC as operator, for all of the Company's current exploration and production activities. As part of this transition, the Company has filed all required documents with the Railroad Commission of Texas, and is currently updating all insurance policies to cover this change in operating environment.

On August 5, 2013, Matthew Ferguson was appointed to the Board of Directors of the Company. On the same date, the Company issued 500,000 shares of restricted stock to Matthew Ferguson, as consideration for Mr. Ferguson's future services. 200,000 shares shall vest in equal quarterly increments over the course of twelve months beginning on November 5, 2013. The remaining 300,000 shares shall vest upon the Company's attainment of certain production milestones, in increments of 100,000 shares per occurrence. Vesting of all shares is subject to Mr. Ferguson's continued service as a director. These shares were issued pursuant to a Stand-Alone Restricted Stock Award Agreement between the Company and Mr. Ferguson, and were valued at \$0.27 per share, or an aggregate of \$135,000.00, on the date of grant.

On August 5, 2013, the Company issued 300,000 shares of restricted stock to Marc Spezialy as consideration for Mr. Spezialy's continued service as an executive officer of the Company. These shares shall vest upon the Company's attainment of certain production milestones, in increments of 100,000 shares per occurrence. Vesting of all shares is subject to Mr. Spezialy's continued service as an executive officer. These shares were issued pursuant to a Stand-Alone Restricted Stock Award Agreement between the Company and Mr. Spezialy, and were valued at \$0.27 per share, or an aggregate of \$81,000, on the date of grant.

On August 5, 2013, the Company issued 100,000 shares of restricted stock to a Company employee as consideration for such employee's continued service. These shares shall vest in equal quarterly increments over the course of twelve months beginning on November 5, 2013. Vesting of all shares is subject to the employee's continued service. These shares were issued pursuant to a Stand-Alone Restricted Stock Award Agreement between the Company and the employee, and were valued at \$0.27 per share, or an aggregate of \$27,000, on the date of grant.

The restricted stock described above was offered and sold to the investors in a private placement transaction made in reliance upon exemptions from registration pursuant to Section 4(a)(2) under the Securities Act and/or Rule 506 promulgated under the Securities Act.

FORWARD LOOKING STATEMENTS

The information contained in this Form 10-Q contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. These forward-looking statements involve risks and uncertainties, including among other things, statements regarding our capital needs, business strategy and expectations. Any statement which does not contain a historical fact may be deemed to be a forward-looking statement. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expect," "plan," "intend," "anticipate," "believe," "estimate," "predict," "potential," or "continue," the negative of such terms or other comparable terminology. In evaluating forward looking statements, you should consider various factors outlined in our latest Form 10-K, filed with the U.S. Securities Exchange Commission ("SEC") on December 31, 2012, and in other reports we file with the SEC from time to time. These factors may cause our actual results to differ materially from any forward-looking statement. We disclaim any obligation to publicly update these statements, or disclose any difference between our actual results and those reflected in these statements. The following discussion is qualified in its entirety by, and should be read in conjunction with, the Company's condensed financial statements, including the notes thereto, included in this Quarterly Report on Form 10-Q and the Company's Annual Report on Form 10-K for the year ended December 31, 2012.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operation

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 have taken place:

- In February 2012, several of our shareholders, including our former officers and directors, sold an aggregate of 9,125,500 shares of our common stock to an unrelated third party. The unrelated third party sold the shares back 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 an aggregate purchase price of \$51,250.
- In April 2012 we sold 8,367,850 shares of our common stock to our officers, directors and private investors for an aggregate purchase price of \$173,902.
- In May 2012, we changed our name to Rockdale Resources Corporation.
- Between April 1, 2012 and August 31, 2012 we sold an aggregate of 5,781,798 shares of our common stock, at a price of \$0.70 per share, to a group of private investors.

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. The first well in the Minerva-Rockdale field came on producing 7 bbls/day in 1921. As of April 15, 2013 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 an API gravity of around 40 degrees. Water production in the "B" sands is very low.

"Bbl" refers to one stock tank barrel, or 42 U.S. gallons liquid volume, in reference to crude oil or other liquid hydrocarbons.

In April 2012 we entered into an agreement with Kingman Operating Company, Inc. ("Kingman Operating"), then a related party. Pursuant to the terms of the agreement:

- We paid Kingman Operating \$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 (the "Minerva Lease");
- We paid Kingman Operating \$1,375,000 to drill and complete our first five wells; and
- We paid Kingman Operating \$150,000 to drill and complete our sixth well. The price included the assignment of 100% working interest (75% net revenue interest) in an oil and gas lease covering 2.5 acres on a neighboring tract. We incurred an additional cost of \$41,000 from a third party to fracture and stimulate this well.

The cost to drill and complete the first five wells on the Minerva Lease was \$275,000 per well. The cost to drill and complete the sixth well on the Minerva Lease was \$191,000.

In December 2012, the Company paid Kingman Operating \$106,000 to obtain 3D seismic on the Minerva Lease and an adjacent 420 acres. In April 2013, the Company was assigned a 100% working interest (75% net revenue interest) in the adjacent 420 acres. (In April 2013, the Company was assigned a 623-acre lease in Milam County, Texas. The Company had previously been assigned an aggregate of 202.5 acres out of this 623-acre lease via an assignment in March 2012 of 200 acres and an assignment in October 2012 of 2.5 acres. See "The Subsequent Kingman Assignment" in Item 5 of this Report on Form 10-Q. The Company issued 500,000 shares of its common stock as consideration for the release of a security interest encumbering this 623-acre lease, of which the 420 acres is part.)

Michael D. Smith, a former officer and director of the Company, is an officer and director of Kingman Energy, LLC, which controls Kingman Operating. Kingman Operating formerly served as the Company's operator pursuant to a contract between the Company and Kingman Operating executed in April 2012. The Company terminated its agreement with Kingman Operating on January 31, 2013.

We will work independently with vendors to drill wells on our lease with the supervision of the Company's director, Matthew Ferguson.

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.

Beginning August 1, 2013, we took over the operating of all wells. As such, we will no longer use RTO Operating, LLC for the day to day monitoring of the wells, but we might use them for future tasks on an as-necessary basis.

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

As of July 15, 2013, we have drilled and completed our first eight oil wells. As of July 15, 2013, these eight wells were collectively producing 11 bbls of oil and 13 bbls of water per day. We have identified drilling sites for fourteen additional wells on our lease in the Rockdale-Minerva Field.

As of July, 2013 we began the process of drilling one additional well on our lease in Milam County, Texas. We plan to have this well drilled in August 2013.

Results of Operations/Liquidity and Capital Resources

Since we did not become active in the exploration and production of oil until April 2012, a comparison of our operating results for the six months ended June 2013 with the comparable period in 2012 would not be meaningful. Instead, the following discussion compares the Company's operating results for the six months ended June 2013 with the operating results for the six months ended December 31, 2012.

During the six months ended June 30, 2013:

- Sales of oil and gas for the six-month period ended June 30, 2013, totaled \$94,449, while sales of oil and gas for the six-month period ended December 31, 2012 totaled \$90,514. These numbers have remained fairly constant over both periods because the Company has operated the same wells over both periods, with two wells being added in late June 2013.
- Lease operating expenses for the six-month period ended June 30, 2013 totaled \$63,181, while lease operating expenses for the six-month period ended December 31, 2012 totaled \$35,088. This increase is due primarily to increased insurance premiums and increased salt water disposal costs.

For the six-month period ended June 30, 2013, the Company incurred general and administrative expenses totaling \$597,520. This total comprises primarily the following: salaries and wages expenses of \$235,629; legal expenses of \$149,834; and contract labor and professional fees of \$93,052. General and administrative expenses for the six-month period ended December 31, 2012 totaled \$589,828, and comprised primarily the following: contract labor and professional fees of \$431,381; salaries and wages expenses of \$175,843; and legal expenses of \$61,708.

Our net losses for the six-month period ended June 30, 2013 totaled \$608,562, as compared to net losses for the six-month period ended December 31, 2012 of \$823,345. These net losses are a result of lower than expected well production and high overhead costs. We anticipate that we will continue to incur losses unless we are able to drill new (more productive) wells, and are able to further decrease overhead expenses. The net loss in the second quarter of 2013 was \$236,629, which is the smallest quarterly loss incurred over the last five quarters, and an improvement of \$135,304 in comparison to the net loss in the first quarter of 2013 of \$371,933. This improvement was primarily driven by our efforts to decrease corporate overhead; we experienced a decrease of \$147,021. We are in the process of drilling drill new wells, improving current wells and are working to further decrease our monthly overhead expenses, in an attempt to become profitable. We plan on raising additional capital in order to drill new wells and to continue making improvements on existing wells.

Our sources and (uses) of funds for the six months ended June 30, 2013 were:

Cash used in operations	\$	(554,746)
Capital expenditures on oil and gas properties		(207,955)
Cash provided (used) by purchase (sale) of PP&E		(13,800)
Cash provided by financing activities	\$	349,100

Our anticipated capital requirements for the twelve months ending June 30, 2014 are as follows:

Drilling and completion of oil wells	\$	2,100,000
Corporate overhead		500,000
	\$	<u>2,600,000</u>

Plan of Operation

We 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 may attempt to acquire leases or other interests in the area. We may then attempt to sell portions of such 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. We have plans to finance our activities through private offerings of our securities, issuance of corporate bonds and/or joint venture agreements.

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.

Trends Affecting Future Operations

The factors that will most significantly affect our results of operations are (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 our cash flow, 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. 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.

Contractual Obligations

The following table summarizes our contractual obligations as of June 30, 2013:

	<u>Total</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Thereafter</u>
Office Lease	\$ 139,216	\$ 34,337	\$ 69,608	\$ 35,271	\$ -

Critical Accounting Policies and New Accounting Pronouncements

See Note 2 to the financial statements included as part of our Annual Report on Form 10-K, filed with the Securities and Exchange Commission on April 1, 2013, for a description of our critical accounting policies and the potential impact of the adoption of any new accounting pronouncements.

Item 3. Risk Factors

An investment in our securities involves a high degree of risk. Before making an investment decision, you should carefully consider the risks described below and other information included in our reports filed with the Securities and Exchange Commission. The risks described below are not the only risks involved in an investment in our securities. The risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations. If any of the risks described below actually occur, our business, results of operations, and financial condition could suffer materially. In that event, the trading price and market value of our securities could decline, and you may lose all or part of your investment in our securities.

Risks Related to Our Company

Our business is difficult to evaluate because we have a limited operating history.

In April 2012, we discontinued our prior operations and became involved in the exploration and development of oil and gas. In considering whether to invest in our securities, you should consider that there is only limited historical financial and operating information available on which to base your evaluation of our performance.

We have a history of operating losses and there can be no assurance we will be profitable in the future.

We have a history of operating losses, expect to continue to incur losses, and may never be profitable. We have been dependent on sales of our debt and equity securities to meet our cash requirements. We have incurred losses totaling \$1,392,777 from April 2012 to December 31, 2012, and \$371,933 during the first quarter of 2013. Further, we do not expect positive cash flow from operations in the near term. There is no assurance that actual cash requirements will not exceed our estimates.

We have received a going concern opinion from our independent auditors.

The independent auditor's report accompanying our December 31, 2012 audited financial statements contains an explanatory paragraph expressing substantial doubt about our ability to continue as a going concern. The financial statements have been prepared assuming that we will continue as a going concern. Our ability to continue as a going concern is dependent on raising additional capital to fund our operations and ultimately on generating future profitable operations. There can be no assurance that we will be able to raise sufficient additional capital or to generate enough cash flow from operations to address all of our cash flow needs. If we are not able to find alternative sources of cash or to generate positive cash flow from operations, our business will be materially and adversely affected, and we may have to cease operations.

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

We will need to raise the funds required to drill new wells through the sale of our securities, through loans from third parties, or from third parties willing to pay our share of drilling and completing the wells. We currently have no commitments from or arrangements with any person to provide us with additional capital. If additional financing is not available when needed, our business will be materially and adversely affected. There can be no assurance that we will be able to obtain the capital that we will need.

Relationships upon which we may rely are subject to change, which may diminish our ability to conduct operations.

Our ability to successfully acquire additional leaseholds, to increase our oil and gas reserves, to participate in drilling opportunities, and to identify and enter into commercial relationships with customers will depend on our ability to develop and maintain close working relationships with industry participants and to consummate transactions in a highly competitive environment. Our inability to maintain close working relationships with industry participants may impair our ability to execute our business plan.

We are dependent upon certain key personnel. The loss of such personnel could impair our ability to fulfill our business plan.

We are dependent on the services of Marc Spezialy, our Chief Executive Officer, and on the services of the other members of our management team. The loss of any such individual's services could impair our ability to complete acquisitions of producing assets and leaseholds, perform relevant managerial and legal services, and maintain key relationships with market participants, which could have a material adverse effect on our business, financial condition, and results of operations.

We incur significant increased costs as a result of operating as a reporting company.

Our management and other personnel need to devote a substantial amount of time to complying with the laws and regulations governing public companies. Moreover, these laws and regulations increase our legal and financial compliance costs. If we are not able to comply with these laws and regulations, we could suffer significant adverse consequences, including being subject to investigations or sanctions by the Securities and Exchange Commission or other regulatory authorities, responding to which would require additional financial and management resources.

We may be subject to litigation.

We face the risk of litigation in connection with our operations. Legal proceedings may subject us to liability for indeterminate amounts of cash or limit our ability to conduct operations. We could incur significant legal fees and other costs to defend or pursue legal proceedings, and such proceedings could divert management's resources and attention and cause major business disruptions. A significant adverse outcome could materially and adversely affect our business, financial position, and results of operations, as well as harm our reputation.

Risks Related to the Oil and Gas Industry

Oil and gas exploration involves a high degree of risk, including the risk that we will drill wells that are not productive at all, or that are not productive enough to make our business profitable.

The primary risk of oil and gas exploration lies in drilling dry holes or drilling and completing wells that, though productive, do not produce oil or gas in sufficient amounts to return the capital 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 the well may be substantially delayed or prevented. Additionally, adverse weather conditions can hinder or delay operations, as can shortages of equipment and materials or unavailability of drilling, completion, or work-over rigs. Even though a well is completed and is found to be productive, water or other substances may be encountered in the well, which may impair or prevent production or marketing of oil or gas from the well.

Industry competition for leases, materials, people, and capital can be significant.

Strong competition exists in all sectors of the oil and gas industry. We plan to compete with major integrated and other independent oil and gas companies for the acquisition of oil and gas leases and properties. We also plan to compete for the equipment and personnel required to explore, develop, and operate properties. Competition is also prevalent in the marketing of oil and gas. Typically, during times of high or rising commodity prices, drilling and operating costs will also increase. Higher prices will also generally increase the price of properties available for acquisition. Our competitors have financial and other resources substantially larger than ours. They also may have established strategic and long-term positions and relationships in areas in which we may seek new entry. As a consequence, we may be at a competitive disadvantage in bidding for properties. In addition, many of our larger competitors may have a competitive advantage when responding to factors that affect demand for oil and gas production, such as changing worldwide price and production levels, the cost and availability of alternative fuels, and the application of government regulations.

Oil and gas prices are volatile.

Our financial results are highly dependent on the general supply of and demand for oil and gas, which impacts the prices we ultimately realize on our sales of these commodities. A significant downward movement of the prices of oil and gas could have a material adverse effect on our revenues, operating cash flows, and profitability. Such a downward price movement could also have a material adverse effect on our future estimated proved reserves, the carrying value of our future oil and gas properties, the level of planned drilling activities, and our future growth. Historically, market prices for oil and gas have been volatile, and such prices are likely to continue to be volatile in the future due to numerous factors beyond our control. These factors include, but are not limited to: consumer demand, conservation efforts, production levels, weather, the price and availability of alternative fuels, the overall economic environment, and governmental regulation and taxes.

Estimates of oil and gas reserves are uncertain.

The process of estimating oil and gas reserves is complex and requires significant judgment in the evaluation of available geological, engineering, and economic data for each reservoir. Because of the high degree of judgment involved, different reserve engineers may develop different estimates of reserve quantities and related revenue based on the same data. In addition, the reserve estimates for a given reservoir may change substantially over time as a result of several factors, including additional development activity, the viability of production under varying economic conditions, and variations in production levels and associated costs. Consequently, material revisions to our future reserve estimates may occur as a result of changes in any of these factors. Such revisions to reserves could have a material adverse effect on our future estimates of net revenue, as well as our financial condition and profitability.

Discoveries or acquisitions of additional reserves will be needed to avoid a material decline in future reserves and production.

The production rates from oil and gas properties generally decline as reserves are depleted, while related per unit production costs generally increase due to decreasing reservoir pressures and other factors. Therefore, we anticipate our future estimated proved reserves and future oil and gas production will decline materially as future reserves are produced, unless we conduct successful exploration or development activities or unless we identify additional producing zones in existing wells, successfully utilize secondary or tertiary recovery techniques, or acquire additional properties containing proved reserves. Consequently, our future oil and gas production and related per unit production costs will be highly dependent on our level of success in finding or acquiring additional reserves.

Our current oil and gas properties are subject to certain royalties, and oil and gas properties that we acquire in the future may be subject to certain royalties, liens, and title risks.

The oil and gas property we currently hold is subject to a 25% overriding royalty interest in favor of Ardent 1, LLC (on its own behalf and on behalf of the lessor under the subject oil and gas lease). Interests that we may acquire in oil and gas properties also may be subject to royalty and overriding royalty interests, liens incident to operating agreements, liens for current taxes, easements, and other burdens and encumbrances, 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 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 that could result in substantial losses and liabilities to third parties.

Drilling for oil and gas subjects us to blowouts, unusual or unexpected formation pressures, down hole fires, and other hazards. 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. The occurrence of any such hazard could materially adversely affect our business.

Our operations will be affected by federal and state laws and regulations regarding the development, production, and sale of oil and gas.

Federal and state laws and regulations require permits to drill wells and regulate 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.

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

Compliance with environmental legislation and regulations (including regulations restricting access and surface use) may necessitate significant capital outlays, materially affect our earning power, and cause material changes in our intended business. Furthermore, as an owner or lessee and operator of oil and gas properties, we are subject to various federal, state, and local regulations relating to the discharge of materials into, and the protection of, the environment. These regulations may, among other things, impose liability on us for the cost of pollution cleanup resulting from operations, subject us to liability for pollution damages, and require suspension or cessation of operations in affected areas. Moreover, we are subject to the United States Environmental Protection Agency's rule requiring annual reporting of greenhouse gas emissions. Changes in, or additions to, these regulations could lead to increased operating and compliance costs and, in turn, materially and adversely affect our business, results of operations, and financial condition.

Climate change has the potential to damage our facilities, disrupt our production activities, and cause us to incur significant costs.

Climate change could have an effect on the severity of weather (including hurricanes and floods), sea levels, and water availability and quality. If such effects were to occur, our exploration and production operations may be adversely affected. Significant physical effects of climate change could also have an indirect effect on our financing and operations by disrupting our transportation and processing services. We may not be able to recover through insurance all of the damages, losses, or costs that may result from the effects of climate change.

From time to time we may hedge a portion of our production, which may result in our making cash payments or prevent us from receiving the full benefit of increases in prices for oil and gas.

We may reduce our exposure to the volatility of oil and gas prices by hedging a portion of our production. Hedging prevents us from receiving the full advantage of increases in oil or gas prices above the maximum fixed amount specified in the hedge agreement. In a typical hedge transaction, we have the right to receive from the hedge counterparty the excess of the maximum fixed price specified in the hedge agreement over a floating price based on a market index, multiplied by the quantity hedged. If the floating price exceeds the maximum fixed price, we must pay the counterparty this difference multiplied by the quantity hedged even if we had insufficient production to cover the quantities specified in the hedge agreement. Accordingly, if we have less production than we have hedged when the floating price exceeds the fixed price, we must make payments against which there are no offsetting sales of production. If these payments become too large, the remainder of our business may be adversely affected. In addition, hedging agreements may expose us to risk of financial loss if the counterparty to a hedging contract defaults on its contract obligations.

A sustained recession may adversely affect our results of operations.

If there is a sustained economic downturn in the United States or abroad, oil and gas prices may fall and remain depressed for a long period of time. A sustained reduction in the prices we receive for our oil and gas production will have a material adverse effect on our results of operations.

Risks Related to Our Securities

The public market for our common stock is minimal.

Our common stock is thinly-traded on the OTC Bulletin Board, meaning that the number of persons interested in purchasing our common stock at or near ask prices at any given time may be relatively small or non-existent. This situation is attributable to a number of factors, including the fact that we are a small company that is relatively unknown to stock analysts, stock brokers, institutional investors, and others in the investment community that generate or influence sales volume. Furthermore, even if we came to the attention of such persons, they tend to be risk-averse and would be reluctant to follow an unproven company, such as us, or to purchase or recommend the purchase of our common stock until such time as we became more seasoned and viable. As a consequence, there may be periods of several days or more when trading activity in our common stock is minimal or non-existent, as compared to a seasoned issuer, which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price. There can be no assurance that a broader or more active public trading market for our common stock will develop or be sustained, or that current trading levels will be sustained. Due to these conditions, we can give you no assurance that you will be able to sell your common stock at or near ask prices or at all.

Our stock price may be volatile and the value of our shares may be subject to sudden decreases.

We anticipate that our common stock price will fluctuate. Such fluctuations may be due to factors including, but not limited to: actual or anticipated fluctuations in our quarterly and annual operating results; decreased demand for oil and gas; loss of key management personnel; regulatory changes; announcements in the oil industry; financing transactions proposed or completed; and broader industry and market trends unrelated to our performance.

Disclosure requirements pertaining to penny stocks may reduce the level of trading activity in our common stock.

Trades of our common stock are subject to Rule 15c-9 of the Securities and Exchange Commission, which 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, broker-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 our common stock and may affect the ability of shareholders to sell their shares in the secondary market, as compliance with such rules may delay or preclude certain trading transactions. The rules could also have an adverse effect on the market price of 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 quotations as to the price of, our common stock.

There may be restrictions on your ability to resell shares of our common stock.

Currently, Rule 144 under the Securities Act permits the public resale of securities under certain conditions after a six- or twelve-month holding period by the seller, including conditions relating to the manner of sale, volume restrictions, filing requirements, and a requirement that certain information about the issuer be publicly available. At the time you wish to resell your shares, we may no longer be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or we may not be current in our Exchange Act reporting requirements as required by Rule 144. Additionally, various state securities laws may impose further restrictions on your ability to sell or transfer shares of our common stock.

Your ownership may 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. 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.

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 special shareholder meetings.

Our directors have the authority to issue common and preferred shares without shareholder approval, and preferred shares may 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. 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.

Item 4. Controls and Procedures.

(a) We maintain a system of controls and procedures designed to ensure that information required to be disclosed in reports filed or submitted under the Securities Exchange Act of 1934, as amended (“1934 Act”), is recorded, processed, summarized and reported within time periods specified in the SEC’s rules and forms and to ensure that information required to be disclosed by us in the reports that we file or submit under the 1934 Act is accumulated and communicated to our management, including our Principal Executive and Financial Officer, as appropriate to allow timely decisions regarding required disclosure. As of June 30, 2013, our Principal Executive and Financial Officer evaluated the effectiveness of the design and operation of our disclosure controls and procedures. Based on that evaluation, our Principal Executive and Financial Officer concluded that our disclosure controls and procedures were effective.

(b) *Changes in Internal Controls.* There were no changes in our internal control over financial reporting during the quarter ended June 30, 2013 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II

Item 5. Other Information.

Kingman Agreement and Initial Kingman Assignment

As first reported in Item 2 of the Company's Quarterly Report on Form 10-Q filed on May 15, 2012, the Company entered into the Letter of Agreement for Farmout of Milam County "Airport" Lease (the "Kingman Agreement") with Kingman Operating Company, Inc. ("Kingman") on March 21, 2012. Pursuant to the Kingman Agreement, Kingman agreed to assign to the Company Kingman's rights (100% working interest, 75% net revenue interest) in an oil and gas lease covering 200 acres¹ in the Minerva-Rockdale Field in Milam County, Texas. Kingman also granted the Company the option to be assigned Kingman's rights (100% working interest, 75% net revenue interest) in an oil and gas lease covering an additional 300 acres in the Minerva-Rockdale Field (this option expired on January 31, 2013, without being exercised²). The Kingman Agreement required the Company to appoint Kingman as the operator of the lease on specified terms (see the discussion under "Kingman Operating Agreement" in this Item 5, below). The Kingman Agreement also required the Company to appoint Michael Smith, an officer and director of Kingman Energy, LLC³, as the Company's President and Chief Executive Officer on specified terms (see the discussion of Mr. Smith's employment agreement included in the Report on Form 8-K filed on April 27, 2012. Mr. Smith resigned as an officer and director of the Company on January 31, 2013.).

As consideration for the foregoing terms, the Company paid Kingman \$475,000 and agreed to convey to Kingman 1,600,000 shares of the Company's common stock (such shares were reconveyed to the Company by Michael Smith, an officer and director of Kingman, in March 2013, for \$100). In the Kingman Agreement, the Company also agreed to convey back to Kingman a 10% working interest in the lease at such time as the Company recovers, 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 drilled on the lease (such 10% working interest, the "Reversionary Interest"). Additionally, the Company agreed to secure and maintain, at the Company's expense, office space for Kingman's use in Austin, Texas, for a period of three years. (Kingman released the Company from the office-space obligation, and from the obligation to convey the Reversionary Interest to Kingman, as of February 1, 2013.)

To effect the assignment of the 200-acre lease provided for by the Kingman Agreement, on March 22, 2012, Kingman executed an Assignment of Paid-Up Oil and Gas Lease (the "Initial Kingman Assignment") in favor of the Company. The Initial Kingman Assignment was subject to an overriding royalty interest in favor of Ardent 1, LLC (on its own behalf and on behalf of the lessor under the subject Paid-Up Oil and Gas Lease (i.e., the Noack Lease)), equal to 25% of any oil and gas produced from the lease. To avoid termination of the Initial Kingman Assignment, the Initial Kingman Assignment required the Company to drill a producing well within 120 days after the Initial Kingman Assignment's effective date. The Initial Kingman Assignment was made expressly subject to the Kingman Agreement and the Reversionary Interest granted to Kingman by the Kingman Agreement. The Initial Kingman Assignment required that the Company operate the lease to obtain the maximum production from the well for each month, subject to compliance with applicable rules and regulations of the Texas Railroad Commission. Per the Initial Kingman Assignment, the Company was subject to all of the terms, conditions, covenants, and obligations of the lease.

The Initial Kingman Assignment was superseded in its entirety by the Subsequent Kingman Assignment, discussed in this Item 5, below.

The foregoing summaries do not purport to be complete and are qualified in their entirety by reference to the Kingman Agreement and the Initial Kingman Assignment, copies of which are attached to this Report as Exhibits 10.1 and 10.2, respectively, and which are incorporated herein by reference.

¹ The entire lease, dated June 20, 2011, between Noack Farms, LLC, as Lessor, and Ardent 1, LLC, as Lessee (the "Noack Lease"), covers approximately 623 acres. Pursuant to the Kingman Agreement, the Company was assigned that portion of the Noack Lease covering 200 of the 623 acres. Ardent 1, LLC assigned the Noack Lease to Kingman on January 11, 2012. The Noack Lease is attached to this Report as Exhibit 10.8 and is incorporated herein by reference.

² On November 7, 2012, the option to acquire the lease covering the additional 300 acres was extended until January 31, 2013. This additional 300 acres is also part of the Noack Lease.

³ Kingman Energy, LLC wholly owns and controls Kingman, and Mr. Smith owns 100% of Kingman Energy, LLC.

Kingman Operating Agreement

On March 31, 2012, the Company and Kingman Operating Company, Inc. (“Kingman”) entered into a Single Owner Turnkey Drilling and Operating Agreement (the “Operating Agreement”). As of March 31, 2012, Michael Smith served as the Company’s President and Chief Executive Officer, and Mr. Smith also controlled Kingman on such date. (Mr. Smith resigned as an officer and director of the Company on January 31, 2013.) According to the Form 4 filed by Mr. Smith on January 10, 2013, at the time the Operating Agreement was executed, neither Kingman nor Mr. Smith owned any shares of the Company’s common stock.

Under the Operating Agreement, Kingman agreed to develop and operate the Company’s 200-acre oil and gas lease in the Minerva-Rockdale Field. The Operating Agreement provided that Kingman was to drill wells on a turnkey basis at a rate of \$275,000 per well¹ and established a monthly management fee to Kingman of \$1,000 per well. Additionally, the Company granted Kingman a lien on the Company’s interest in the lease, and any personal property or fixtures on the lease, to secure the Company’s obligations under the Operating Agreement. The Operating Agreement was for an initial term of 5 years, and was to continue thereafter unless terminated by either party on 60 days’ notice. The Operating Agreement was terminable by the Company, after notice and the expiration of a cure period, for Kingman’s breach. The Operating Agreement was terminated as of February 1, 2013, without penalty, by the mutual agreement of the parties in connection with Mr. Smith’s resignation.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Operating Agreement, a copy of which is attached to this Report as Exhibit 10.3 and which is incorporated herein by reference.

¹ The Company paid Kingman \$275,000 per well to drill and complete the Company’s first five wells. The Company paid Kingman \$150,000 to drill the Company’s sixth well. The price of the sixth well included the Kingman C-1 Assignment, discussed in this Item 5, below. The Company incurred additional costs of \$41,000 from a third party to fracture and stimulate the sixth well.

Issuance of Common Stock

On April 25, 2012, the Company issued 1,600,000 shares of its Common Stock to Michael Smith, then the Company’s President and Chief Executive Officer, as consideration for future services. The shares were issued pursuant to the Kingman Agreement, discussed in this Item 5, above.

These securities were offered and sold to Mr. Smith in a private placement transaction made in reliance upon the exemptions from registration pursuant to Section 4(a)(2) under the Securities Act of 1933, as amended (the “Securities Act”), and/or Rule 506 promulgated under the Securities Act. Mr. Smith is an accredited investor as defined in Rule 501 of Regulation D promulgated under the Securities Act.

The 1,600,000 shares were reconveyed to the Company by Michael Smith, an officer and director of Kingman, in March 2013, for \$100.

Partners Consulting Agreement

On May 1, 2012, the Company entered into an Agreement for Consulting Services (the “Partners Agreement”) with Energy Capital Partners, LLC (“Partners”). As of May 1, 2012, John Barton served as a director of the Company, and Mr. Barton also controlled Partners on such date. (Mr. Barton resigned as an officer and director of the Company on March 13, 2013.) According to the Form 4 filed by Mr. Barton on January 22, 2013, at the time the Partners Agreement was executed, Mr. Barton and persons controlled by Mr. Barton owned 1,231,707 shares, or approximately 7%, of the Company’s then-outstanding common stock.

Pursuant to the Partners Agreement, the Company paid Partners \$18,000 per month for Partners’ services as a capital formation advisor. The Partners Agreement also provided for the reimbursement of all reasonable out-of-pocket expenses. Under the Partners Agreement’s terms, it was to remain in place until April 30, 2013, though it provided for extension by mutual agreement, termination by either party at any time on 30 days’ notice, or immediate termination by the Company for cause (as defined therein). The Partners Agreement was terminated as of March 6, 2013, without penalty, by mutual agreement of the parties.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Partners Agreement, a copy of which is attached to this Report as Exhibit 10.4 and which is incorporated herein by reference.

Kingman C-1 Assignment

On October 8, 2012, Kingman Operating Company, Inc. (“Kingman”) executed an Assignment of Paid-Up Oil and Gas Lease (the “Kingman C-1 Assignment”) in favor of the Company. As of October 8, 2012, Michael Smith served as the Company’s President and Chief Executive Officer and as a Company director, and Mr. Smith also controlled Kingman on such date. (Mr. Smith resigned as an officer and director of the Company on January 31, 2013.) According to the Form 4 filed by Mr. Smith on January 10, 2013, at the time the Kingman C-1 Assignment was executed, Mr. Smith owned 1,600,000 shares, or approximately 9%, of the Company’s then-outstanding common stock.

Pursuant to the Kingman C-1 Assignment, Kingman assigned its rights in an oil and gas lease (100% working interest) covering Well Number C-1, located in the Minerva-Rockdale Field in Milam County, Texas (the “C-1 Lease”), to the Company.¹ The Kingman C-1 Assignment is subject to an overriding royalty interest in favor of Ardent 1, LLC (on its own behalf and on behalf of the subject lessor under the Paid-Up Oil and Gas Lease (i.e., the Noack Lease)), equal to 25% of any oil and gas produced from the assigned property. Under the Kingman C-1 Assignment, the Company must operate the C-1 Lease to obtain the maximum production from the well for each month, subject to compliance with applicable rules and regulations of the Texas Railroad Commission. Per the Kingman C-1 Assignment, the Company is subject to all of the terms, conditions, covenants, and obligations of the C-1 Lease. The Company paid Kingman \$150,000 as consideration for the Kingman C-1 Assignment.²

The Kingman C-1 Assignment was superseded in its entirety by the Subsequent Kingman Assignment, discussed in this Item 5, below.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Kingman C-1 Assignment, a copy of which is attached to this Report as Exhibit 10.5 and which is incorporated herein by reference.

¹ The 2.5-acre tract on which Well Number C-1 is located is part of the 623-acre Noack Lease. For a discussion of the Noack Lease, see “Kingman Agreement and Initial Kingman Assignment” in this Item 5, above.

² The \$150,000 consideration also covered Kingman’s drilling of the Company’s sixth well, as discussed under “Kingman Operating Agreement” in this Item 5, above. The Company incurred additional costs of \$41,000 from a third party to fracture and stimulate the sixth well.

Spezialy Agreement

As disclosed on the Form 8-K filed on February 6, 2013, Marc Spezialy was appointed the Company’s Chief Executive Officer on January 31, 2013. In connection with this appointment, on February 1, 2013, the Company and Mr. Spezialy entered into an Officer Employment Agreement (the “Spezialy Agreement”). Under the Spezialy Agreement, Mr. Spezialy agreed to serve as the Company’s Chief Executive Officer and Chief Financial Officer and to perform the responsibilities typical to such positions. The Spezialy Agreement entitles Mr. Spezialy to a salary of \$10,000 per month and the reimbursement of all reasonable out-of-pocket expenses. The Spezialy Agreement is to remain in effect until terminated by either party. Either party may terminate the Spezialy Agreement on 30 days’ written notice, or the Company may immediately terminate the Spezialy Agreement for cause. “Cause” means conduct that has or may have an adverse effect on the Company, gross negligence or willful misconduct to the Company’s detriment, or fraud or embezzlement.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Spezialy Agreement, a copy of which is attached to this Report as Exhibit 10.6 and which is incorporated herein by reference.

The Subsequent Kingman Assignment

On April 5, 2013, Kingman Operating Company, Inc. (“Kingman”) executed an Assignment and Bill of Sale in favor of the Company (the “Subsequent Kingman Assignment”). According to its terms, the Subsequent Kingman Assignment took effect as of March 20, 2012, at 12:00 a.m. Pursuant to the Subsequent Kingman Assignment, Kingman assigned the Company all of Kingman’s interest (100% working interest, 75% net revenue interest) in an oil and gas lease dated June 20, 2011, from Noack Farms, LLC, as Lessor, to Ardent 1, LLC, as Lessee (the “Noack Lease”)¹, which covers approximately 623 acres in the Minerva-Rockdale Field in Milam County, Texas.

As of March 22, 2012, the Company owned a 100% working interest, 75% net revenue interest in 200 of the Noack Lease’s 623 acres, pursuant to the Initial Kingman Assignment, discussed in this Item 5, above. Further, as of October 8, 2012, the Company also owned a 100% working interest, 75% net revenue interest in approximately 2.5 of the Noack Lease’s 623 acres, pursuant to the Kingman C-1 Assignment, discussed in this Item 5, above. The Subsequent Kingman Assignment consolidates the rights granted pursuant to the Initial Kingman Assignment and the Kingman C-1 Assignment, supersedes the Initial Kingman Assignment and the Kingman C-1 Assignment in their entirety, and grants the Company a 100% working interest (75% net revenue interest) in the remainder of the Noack Lease--an additional area covering approximately 420 acres adjacent to the 200-acre and 2.5-acre tracts previously assigned.

In addition to the working and net revenue interests in the Noack Lease described above, the Subsequent Kingman Assignment also assigns the Company all of Kingman’s interests in: (i) any tangible personal property related to oil or gas wells located on the Noack Lease; (ii) all presently existing pooling agreements and drilling, spacing, or production units allocated to the Noack Lease; (iii) any contracts relating to the Noack Lease or wells drilled on the Noack Lease; (iv) the hydrocarbons in, on, under, or produced from the Noack Lease; (v) all easements and other rights connected to the Noack Lease or wells drilled on the Noack Lease; (vi) rights and benefits arising from any imbalance attributable to the Noack Lease as of the Noack Lease’s effective time; and (vii) rights to use the surface for operations.

The Subsequent Kingman Assignment is expressly made subject to certain matters affecting the Noack Lease, which include (among others): (i) royalties, overriding royalties and other encumbrances of record; (ii) operating agreements, pooling agreements, unitization and pooling designations, processing agreements, and purchase contracts; (iii) easements, surface leases, and restrictive covenants; and (iv) certain rights vested in governmental authorities.

Under the Subsequent Kingman Assignment, Kingman agrees to retain certain liabilities related to the Lease, and to indemnify the Company for losses relating to such retained liabilities.

The Company paid Kingman \$10.00 as consideration for the Subsequent Kingman Assignment. In a separate transaction, the Company issued 500,000 shares of its common stock to H. Hal McKinney in consideration for Mr. McKinney’s release of a security interest encumbering the Noack Lease.²

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Subsequent Kingman Assignment, a copy of which is attached to this Report as Exhibit 10.7 and which is incorporated herein by reference.

¹ The Noack Lease is attached to this Report as Exhibit 10.8 and is incorporated herein by reference. For a discussion of the Noack Lease, see “Kingman Agreement and Initial Kingman Assignment” in this Item 5, above.

² The 500,000 shares also included consideration for the settlement of a lawsuit filed by Mr. McKinney and entities owned by Mr. McKinney against the Company in Milam County District Court.

Item 6. Exhibits.

- 10.1 [Letter of Agreement for Farmout of Milam County "Airport" Lease between Rockdale Resources Corporation and Kingman Operating Company, Inc., dated March 21, 2012.](#)
- 10.2 [Assignment of Paid-Up Oil and Gas Lease by Kingman Operating Company, Inc. in favor of Rockdale Resources Corporation, dated March 22, 2012.](#)
- 10.3 [Single Owner Turnkey Drilling and Operating Agreement between Kingman Operating Company, Inc. and Rockdale Resources Corporation, dated March 31, 2012.](#)
- 10.4 [Agreement for Consulting Services between Energy Capital Partners, LLC and Rockdale Resources Corporation, dated May 1, 2012.](#)
- 10.5 [Assignment of Paid-Up Oil and Gas Lease by Kingman Operating Company, Inc. in favor of Rockdale Resources Corporation, dated October 8, 2012.](#)
- 10.6 [Officer Employment Agreement between Rockdale Resources Corporation and Marc Spezialy, dated February 1, 2013.](#)
- 10.7 [Assignment and Bill of Sale by Kingman Operating Company, Inc. in favor of Rockdale Resources Corporation, dated as of March 20, 2012.](#)
- 10.8 [Paid-Up Oil and Gas Lease between Noack Farms, LLC and Ardent 1, LLC, dated June 20, 2011.](#)
- 31.1 [Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- 32 [Certification pursuant to Section 906 of the Sarbanes-Oxley Act.](#)
- 101.INS XBRL Instance Document
- 101.SCH XBRL Taxonomy Extension Schema Document
- 101.CAL XBRL Taxonomy Extension Calculation Linkbase Document
- 101.DEF XBRL Taxonomy Extension Definition Linkbase Document
- 101.LAB XBRL Taxonomy Extension Label Linkbase Document
- 101.PRE XBRL Taxonomy Presentation Linkbase Document

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ROCKDALE RESOURCES CORPORATION

August 14, 2013

By: /s/ Marc Spezialy

Marc Spezialy

Principal Executive, Financial and Accounting Officer

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 $\frac{8}{8}$ 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-acre 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 $\frac{8}{8}$ 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 them; 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,

AGREED:

Kingman Operating Company, Inc.

Rockdale Resources, Inc.

By: /s/ Michael D. Smith
[authorized signature]

By: /s/ John P. Barton
[authorized signature]

Name: Michael D. Smith
[printed name]

Name: John P. Barton
[printed name]

Its: President
[title]

Its: Chairman of the Board of Directors
[title]

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 $\frac{8}{8}$ 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:

TRACT A- 124.134 Acres

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-of-Way 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 corner 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 corner 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 corner 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 $\frac{8}{8}$ 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 22 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
NOTARY PUBLIC, STATE OF TEXAS

ADDENDUM A TO ASSIGNMENT OF PAID UP OIL AND GAS LEASE

In Re: 200.000 Acres
Being comprised of 2 Tracts:
Tract A: 124.134 Acres
Tract B: 75.866 Acres
A part of the residue of a called 220 Acre tract
A part of the residue of a called 104 Acre tract
A part of the residue of a called 153 Acre tract
A part of the residue of a called 200 Acre tract
A part of the residue of a called 100 Acre tract
James Reese Survey
Abstract No. 303
James A. Prewitt Survey
Abstract No. 288
Milam County, Texas

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:

TRACT A -124.134 Acres

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-of-Way 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 corner 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 Jams F. and Amy L. Eisterhold in Volume 1166, Page 302 and the said residue of Tract 5, for the southwest corner 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 1/2" iron rod at the southwest corner 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.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 10th day of March, 2012.

/s/ Bradley L. Lipscomb
Bradley L. Lipscomb RPLS

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 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 performance 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 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 \$1,00,000; 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. Air 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 appraisal 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 Smith
Printed Name: Michael 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 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 THE STATE OF COLORADO
Date: _____

ADDENDUM "A"

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.

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 the 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 CORPORATION

CONSULTANT

/s/ Marc Spezialy

/s/ John Barton

Marc Spezialy, Chief Financial Officer

John Barton

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 $\frac{8}{8}$ 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, 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

Well Number C-1 drilled on a 2.500 acres unit comprised of a part of a called 246.540 acres lease being a part of the James Reese Survey, A-303, in Milam County, Texas and being more particularly described by metes and bounds to wit:

COMMENCING at a found 1/2" iron rod at the southwest corner of the said 246.540 acres lease;

THENCE N 50°45'03" E - 521.25 feet entering the said 246.540 acres lease to a point for the **POINT OF BEGINNING** and the southwest corner of this Unit;

THENCE continuing within the said 246.540 acres lease for the following course and distances:

N 21°24'12" W - 330.00 feet to a point for the northwest corner of this Unit;
N 68°35'48" E - 330.00 feet to a point for the northeast corner of this Unit;
S 21°24'12" E - 330.00 feet to a point for the southeast corner of this Unit;
S 68°35'48" W - 330.00 feet to the **POINT OF BEGINNING** containing within these metes and bounds 2.500 acres of land;

the location of said well being more fully described in the survey of Bradley L. Lipscomb RPLS attached hereto as Exhibit 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.

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 the 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 $\frac{8}{8}$ 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 Lands, 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 AGREEMENT. ROCKDALE ACKNOWLEDGES THAT THIS WAIVER IS CONSPICUOUS.

Witness the execution hereof, this the 8th day of October, 2012.

By: Kingman Operating Company, Inc.

By: /s/ Michael D. Smith

Name: Michael D. Smith

Its: President

SUBSCRIBED AND SWORN TO BEFORE ME this 8th day of October, 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/ Katie Barta

NOTARY PUBLIC, STATE OF TEXAS

[SEAL]

In Re: 140.000 Acres
Being comprised of 2 Tracts:
Tract A: 83.942 Acres
Tract B: 56.058 Acres
A part of the residue of a called 220 Acre tract
A part of the residue of a called 200 Acre tract
A part of the residue of a called 100 Acre tract
A part of the residue of a called 153 Acre tract
James Reese Survey
Abstract No. 303
James A. Prewitt Survey
Abstract No. 288
Milam County, Texas

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 200 Acre tract (Tract 4), a part of the residue of a called 100 Acre tract (Tract 5) and a part of the residue of a called 153 Acre tract (Tract 3) 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:

TRACT A - 83.942 Acres

BEGINNING at a found 1/2" iron rod on the east Right-of-Way line of U.S. Highway 77, at the northwest corner of a called 5.287 Acre tract conveyed to Randy Kruger in Volume 576, Page 717, for the common southwest corner of the said residue of Tract 1 and of this tract;

THENCE along 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 following courses and distances:

N 09°23'25" E - 423.67 feet to a found concrete Right-of-Way monument for an exterior ell corner of this tract;

N 21°45'19" E - 566.86 feet to a set 5/8" iron rod for the northwest corner of this tract;

THENCE N 68°49'26" E - 4518.50 feet crossing the said residue of Tract 1 and the said residue of Tract 4 respectively for division to a set 5/8" iron rod on the common line between the said residue of Tract 4 and a called 283.162 Acre tract conveyed to James F. and Amy L. Eisterhold in Volume 1166, Page 302, for the northeast corner of this tract;

THENCE S 03°48'58" W - 874.13 feet along the common line between the said 283.162 Acre tract and the said residue of Tract 4 to a found 1/2" iron rod at the northeast corner of a called 81.632 Acre tract conveyed to James F. Eisterhold, et ux in Volume 1106, Page 534, for the common southeast corner of this portion of the said residue of the Tract 4 and of this tract;

THENCE along the common line between the said residue of Tract 4 and the said residue of Tract 1 respectively and the said 81.623 Acre tract, the said 283.162 Acre tract and the said 5.287 Acre tract respectively for the following courses and distances:

S 69°32'53" W - 1176.79 feet to a found 1/2" iron rod for an interior ell corner of this tract;
S 68°19'36" W - 886.07 feet to a found 1/2" iron rod at the northwest corner of the said 81.632 Acre tract, at the most southerly northeast corner of the said 283.162 Acre tract, for an exterior ell corner of this tract;
S 68°56'10" W - 2688.02 feet to the POINT OF BEGINNING containing within these metes and bounds 83.942 Acres of land.

TRACT B - 56.058 Acres

BEGINNING at a found fence corner post on the west Right-of-Way line of F.M. Highway 908, at the northeast corner of a called 304.464 Acre tract conveyed to Darla Marie Noack Weaver in Volume 1161, Page 080, for the common southeast corner of the said residue of Tract 3 and of this tract;

THENCE S 68°36'16" W - 3282.66 feet along the common line between the said 304.464 Acre tract and the said residue of Tract 3, the said residue of Tract 5 and the said residue of Tract 4 respectively to a found 1/2" iron rod on the east line of a called 283.162 Acre tract conveyed to James F. and Amy L. Eisterhold in Volume 1166, Page 302, for the common southwest corner of this portion of the said residue of Tract 4 and of this tract;

THENCE N 03°48'58" E - 874.27 feet along the common line between the said 283.162 Acre tract and the said residue of Tract 4 to a set 5/8" iron rod for the northwest corner of this tract;

THENCE N 68°49'26" E - 2933.24 feet crossing the said residue of Tract 4, the said residue of Tract 5 and the said residue of Tract 3 respectively for division to a set 5/8" iron rod on 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 northeast corner of this tract;

THENCE along the said 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 19°40'10" E - 412.99 feet to a found 5/8" iron rod for an interior ell corner of this tract;
S 19°45'10" E - 367.11 feet to the POINT OF BEGINNING containing within these metes and bounds 56.058 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 4th day of October, 2012.

/s/ Bradley L. Lipscomb
Bradley L. Lipscomb RPLS

NOACK FARMS #C-1 UNIT

FIELD NOTE DESCRIPTION

A 2.500 Acres Unit comprised of a part of a called 246.540 Acres Lease (Noack Farms LLC), being a part of the James Reese Survey, A-303, in Milam County, Texas and being more particularly described by metes and bounds as follows to wit:

COMMENCING at a found ½” iron rod at the southwest corner of the said 246.540 Acres Lease;

THENCE N 50°45’03” E - 521.25 feet entering the said 246.540 Acres lease to a point for the **POINT OF BEGINNING** and the southwest corner of this Unit;

THENCE continuing within the said 246.540 Acres lease for the following courses and distances:

N 21°24’12” W - 330.00 feet to a point for the northwest corner of this Unit;

N 68°35’48” E - 330.00 feet to a point for the northeast corner of this Unit;

S 21°24’12” E - 330.00 feet to a point for the southeast corner of this Unit;

S 68°35’48” W - 330.00 feet to the **POINT OF BEGINNING** containing within these metes and bounds 2.500 Acres of land.

All bearings and coordinates refer to the Texas State Plane Coordinate System of 1927, Texas Central Zone.

10/3/12

OFFICER EMPLOYMENT AGREEMENT

This Agreement is entered into as of February 1, 2013, between Marc Spezialy (“*Officer*”), and ROCKDALE RESOURCES CORPORATION (“*Company*”).

During the term of this Agreement, Officer agrees to perform for the Company as the Chief Executive Officer and Chief Accounting Officer. The Officer will assist the Company with certain responsibilities typically performed by the CEO and CAO, including financial planning, budgeting, investor relations, preparation of SEC reports and other administrative responsibilities.

During the term of this Agreement, the Company shall pay Officer \$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 until terminated by either party.

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 Officer’s engagement for Cause upon written notice of termination to Officer, with the particular Cause being specified in such notice. “*Cause*” means any of the following in the Company’s judgment: (a) Officer’s conduct, failure or omission which has, or may have, an adverse effect on the Company; (b) Officer’s act or acts amounting to gross negligence or willful misconduct to the detriment of the Company; or (c) Officer’s fraud or embezzlement of funds or property.

ROCKDALE RESOURCES CORPORATION

OFFICER

/s/ John Barton

/s/ Marc Spezialy

John Barton, Chairman

Marc Spezialy

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 AND BILL OF SALE

THE STATE OF TEXAS

§

COUNTY OF MILAM

§

§

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is effective the 20th day of March, 2012 at 12:00 a.m. (the "Effective Time"), by and between Kingman Operating Company, Inc., a Texas corporation with an office at 1202 Richardson Drive, Suite 111, Richardson, Texas 75080 ("Assignor"), and Rockdale Resources Corporation, a Texas corporation with an office at 11044 Research Blvd, Suite A-200, Austin, TX 78759, ("Assignee").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER** unto Assignee, subject to the terms and reservations hereof, all of Assignor's right, title and interest in and to the following oil and gas lease:

Oil and Gas Lease dated June 20, 2011, recorded in Volume 1150, Page 01 of the Records of Milam County, Texas, from Noack Farms, LLC, as Lessor, to Ardent 1, LLC, as Lessee, on the following described land in Milam County, to wit: Being 623.29 acres, more or less, out of the James Reese League, A-303, in Milam County, Texas. Being the same lands described in a 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. Said lands also described in a Special Warranty Deed dated December 29, 2008 recorded in Volume 1091, page 87 of the Official Records of Milam County, Texas,

including all operating rights, working interests, and net revenue interests, whether producing or non-producing, all lands covered by such lease and interests, whether or not correctly described above (the above-described lease, lands, rights, and interests together, "Lease");

TOGETHER, with all of Assignor's right, title and interest in and to the following:

- (1) All tangible personal property, equipment, fixtures and improvements, including, but not by way of limitation, the oil and gas wells, injection wells, saltwater disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, gathering lines, flow lines, gas lines, lease owned gas processing and compression facilities, water lines, vessels, tanks, boilers, separators, treating equipment, and other equipment, pipelines, power lines, telephone and communication lines and other appurtenances owned in connection with the production, treating, storing, gathering or marketing of oil, gas and other hydrocarbons specifically related to the wells located on the Lease (the "Wells");
 - (2) All presently existing unitization, pooling and/or communitization agreements, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, insofar as the same are attributable or allocated to the Lease, and all of the Assignor's interest in and to the properties covered or units created thereby which are attributable to the Lease;
-

- (3) All presently existing and valid oil, casinghead gas and gas sales agreements, operating agreements, farmout and farmin agreements, pooling agreements, purchase agreements, exploration agreements, area of mutual interest agreements, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contracts, agreements and instruments insofar as the above agreements cover, are attributable to or relate to the Lease, the Wells or any interests pooled or unitized therewith;
- (4) All hydrocarbons in, on, under or produced from the Lease or any interests pooled or unitized therewith before and after the Effective Time;
- (5) All easements, permits, licenses, servitudes, rights of way and all other rights and appurtenances situated on or used in connection with the Lease, the Wells or any interests pooled or unitized therewith;
- (6) All rights and benefits arising from or in connection with any gas production, pipeline, storage, processing or other imbalance attributable to hydrocarbons produced from the Lease as of the Effective Time;
- (7) The Lease also shall include and Assignor hereby grants and assigns to Assignee the right to use as much of the surface of the acreage covered by the Lease as may be necessary in the conduct of operations.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, subject to the reservations and conditions herein contained, all of Assignor's right, title, and interest, from and after the Effective Time, in and to the Lease, regardless of errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references.

Except as expressly set forth herein, this Assignment is made and executed without any warranty of any kind, including without limitation, warranty of title, either express, implied, statutory, or otherwise, without any express or implied warranty or representation as to the merchantability of any of the equipment or other personal property included in the Lease or its fitness for any particular purpose; provided, however, that Assignor agrees to warrant and defend title to the Lease solely unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

TO HAVE AND TO HOLD the Lease, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; subject to the following matters:

- (1) Royalties, overriding royalties and other burdens or encumbrances of record;
 - (2) Operating agreements, unit agreements, unitization and pooling designations and declarations, gathering and transportation agreements, processing agreements, and gas, oil and liquids purchase contracts;
 - (3) Regulatory authority of governmental authorities not presently or previously violated, easements, surface leases and rights, plat restrictions zoning laws, restrictive covenants and conditions, and building and other land use laws and similar encumbrances;
 - (4) All rights to consent by, required notices to, filings with or other actions by governmental authorities in connection with the sale, disposition, transfer or conveyance of federal, state, Indian or other governmental oil and gas leases or interests therein or related thereto, or the transfer of operations of any of the Wells, where the same are customarily obtained subsequent to the assignment, disposition or transfer of such oil and gas leases or interests therein, or such operations;
 - (5) Conventional rights of reassignment obligating Assignor to reassign or offer to reassign its interests in any lease prior to a release or abandonment of such lease;
-

- (6) Required non-governmental third party consents to assignments which cannot be unreasonably withheld and preferential rights to purchase; and
- (7) Rights vested in or reserved to any governmental authority to regulate the Lease, to terminate any right, power, franchise, license or permit afforded by such governmental authority, or to purchase, condemn, expropriate or designate a buyer of any of the Lease.

Assignor retains liability and shall be responsible for the following (“Retained Liabilities”):

- (1) All losses, claims, liabilities, demands, costs and expenses arising out of, incident to or in connection with Assignor’s failure to pay or incorrect payment of any ad valorem taxes, severance taxes or similar taxes attributable or allocable to Assignor’s interest in the Lease (excluding any sales or transfer taxes arising from the transactions contemplated herein) attributable to periods prior to the Effective Time;
- (2) Claims or damages for bodily injury or death arising from operations on the Lease prior to the Effective Time, insofar as the claims (or portions thereof) are attributable or allocable to Assignor’s interest in the Lease;
- (3) All third party claims, demands, violations, actions, assessments, penalties, fines, costs, expenses, obligations or other liabilities with respect to the ownership, operation or maintenance of any of the Lease prior to the Effective Time, including the proper payment of all royalty payments due to royalty owners and Environmental Obligations (defined below) arising from operations conducted before the Effective Time;
- (4) All obligations, costs and expenses arising out of, incident to or in connection with the accounting for, failure to pay or the incorrect payment to any royalty owner in the Wells insofar as the same are attributable to periods and hydrocarbons produced and marketed prior to the Effective Time.

Assignor agrees to pay, defend, indemnify, reimburse and hold harmless Assignee and the Assignee’s directors, officers, agents, Affiliates and employees (“Assignee’s Indemnified Parties”) for, from and against any loss, damage, diminution in value, claim, liability, debt, obligation or expense (including interest, reasonable legal fees, and expenses of litigation and attorneys fees in enforcing this indemnity) incurred, suffered, paid by or resulting to any of Assignee’s Indemnified Parties and which results from, arises out of or in connection with, is based upon, or exists by reason of the Retained Liabilities; REGARDLESS OF THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OF ASSIGNEE, ANY OTHER MEMBERS OF ASSIGNEE’S INDEMNIFIED PARTIES, ASSIGNOR OR ANY OTHER PERSON.

In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, in a timely manner and without further consideration, any documents or instruments that Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds and consents to further evidence the assignment and conveyance of the Lease by Assignor to Assignee.

Assignee shall, to the extent permitted by law, be subrogated to an undivided portion of Assignor’s rights in and to warranties given with respect and to the extent of the Lease. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants and warranties assigned herein, if any, which Assignor is entitled to enforce with respect to the Lease.

Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the county or counties in which the Lease are located.

This Agreement sets forth the entire agreement and understanding among the Parties as to the subject matter hereof and supersedes all previous agreements and discussions among the Parties.

This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature Page Follows]

ACKNOWLEDGMENT

STATE OF Texas)
) §
COUNTY OF Milam)

This instrument was acknowledged before me on this 5th day of April, 2013, by Michael D. Smith as President of Kingman Operating, a corporation.

/s/ Donna L. Springer

Notary Public
My Commission Expires: 3-27-16
Commission Number: 524591-4

STATE OF _____)
) §
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2013, by _____ as _____ of _____, a _____.

Notary Public
My Commission Expires:
Commission Number:



IN WITNESS WHEREOF, the undersigned has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

ASSIGNOR:

Kingman Operating Company, Inc.

By: /s/ Michael D. Smith
Name: Michael D. Smith

Title: President, Kingman Operating Company, Inc.

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

Producers 88 (4/89) - Paid Up
With 640 Acres Pooling Provision

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 20th day of June, 2011, between NOACK FARMS, LLC, as Lessor (whether one or more), who's address is 2711 Dali, Dallas, Texas 75287.

And ARDENT 1, LLC., as Lessee, who's address is 627 N. Main, Rockdale, Texas 76567. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises: (use Exhibit "A" for long description):

Being 623.29 acres, more or less, out of the James Reese League, A-303, in Milam County, Texas. Being the same lands described in an 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. Said lands also described in a Special Warranty Deed dated December 29, 2008 recorded in Volume 1091, page 87 of the Official Records of Milam County, Texas.

in the **County of MILAM, State of Texas**, containing 623.29 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

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

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-sixth (1/6) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-sixth (1/6) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period when the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90 day period next following cessation of such operations or production Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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

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

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

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

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

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

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 100 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

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

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

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

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

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

LESSOR (WHETHER ONE OR MORE)

/s/ Stacy Ann Smith Wood
STACY ANN SMITH WOOD
FOR NOACK FARMS, LLC.

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Denton §

This instrument was acknowledged before me on the 14 day of June, 2011 by Stacy Ann Smith Wood .

/s/ Linda J. Gruber
Notary Public, State of Texas
Notary's Name (printed): LINDA J.
GRUBER
Notary's commission expires: 6-20-2013

**ADDENDUM TO PAID UP
OIL AND GAS LEASE**

1. Drilling operations on a pooled unit or units allowed by the provisions of this Lease and approved by appropriate governmental authority shall be considered to be drilling operations effective to maintain this Lease in full force and effect only as to that portion of the leased premises included within the unit. Production from a well or wells located on any pooled unit shall be considered to be effective to maintain this Lease in force only as to that portion of the leased premises included within the unit or units.

2. The initial bonus shall be paid to Lessor within ten days of Lessee's receipt of this Lease executed by Lessor. The first royalty payment shall be tendered to Lessor within ninety (90) days after the end of the first month of sale. Thereafter, all royalties that are required to be paid hereunder shall be due and payable on or before the end of the first calendar month following the month of sale. Each royalty payment shall be accompanied by a schedule, summary or remittance advice identifying this Lease and showing the gross amount and disposition of all oil and gas produced. If any bonus or royalty is not paid when due, such unpaid amounts shall accrue interest at the rate of eighteen percent (18%) per annum retroactive to the time of production, but the interest rate shall never be in excess of the maximum legal interest rate allowed by Texas law.

3. Lessee's right to maintain this Lease for a shut-in on a pooled unit solely by the payment of shut-in royalties shall be a recurring right that may be exercised from time to time. However, the right shall be limited to a period not to exceed two years in the aggregate after the expiration of the primary term. The shut-in royalty shall be five dollars (\$5.00) per acre or a total of \$3,116.45 per year. To receive credit for any shut-in months prepaid but not used during a year, Lessee must give Lessor written notice of the unused months within thirty (30) days after the end of the prepaid year. Any shut-in royalties tendered to Lessor shall not be recouped from or credited against future payments made to Lessor under the terms of this Lease.

4. Lessee hereby releases and discharges Lessor and the owner and all occupants or licensees of the surface estate, together with each of their current and former officers, employees, partners, agents, contractors, subcontractors, guests, licensees, invitees and mortgagees and their respective heirs, successors and assigns (collectively, the "***Lessor Parties***") from any and all claims, causes of action, liabilities, damages, losses, costs, expenses and injuries of any type whatsoever which are caused, in whole or in part, directly or indirectly, by (a) the activities of Lessee, its officers, employees, contractors, invitees and agents whether on the leased premises or outside of the leased premises, (b) that may arise out of or be occasioned by Lessee's breach of this Lease or (c) by any other act or omission of Lessee EVEN IF SUCH CLAIMS, CAUSES OF ACTION OR LIABILITIES ARE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF LESSOR BUT NOT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR. Further, Lessee hereby agrees to indemnify, defend and hold harmless each of the Lessor Parties against any and all claims, causes of action, liabilities, losses, damages, actions, costs and expenses or other matters under any theory including tort, contract, statute or strict liability, together with all reasonable attorney fees and other legal disbursements arising from or in any way related to Lessee's operations or any other of Lessee's activities in, on or under the leased premises or outside the leased premises or those arising from Lessee's breach of this Lease. Each assignee of this Lease, or of an interest herein, agrees to indemnify, defend and hold harmless each of the Lessor Parties as provided above in connection with the activities of Lessee. ALL OF THE INDEMNIFICATION OBLIGATIONS AND LIABILITIES ASSUMED UNDER THE TERMS OF THIS LEASE SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, STRICT LIABILITY OR THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OF ANY NEGLIGENCE OF ANY LESSOR PARTY.

5. Lessor makes no warranty of any kind with respect to title to the surface or mineral estate in the leased premises or any portion of or interest therein. All warranties that might arise by common law or statute including, without limitation, under Section 5.023 of the Texas Property Code, are excluded. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to and the condition of the leased premises. No other express or implied warranties of any type whatsoever are given and all such warranties are hereby disclaimed. To the extent any subordination agreement is required or requested by Lessee, Lessee shall, at its sole cost and expense, obtain any subordination agreements. Lessor shall have no liability or responsibility for obtaining any subordination agreement or for any failure or inability to obtain same.

6. Lessor shall have no personal liability for the repayment of any overpayment of royalties. Lessee may recoup an overpayment from Lessor's share of future production that must be brought to Lessor's attention in writing within two years of the overpayment.

7. All references in this lease to "other minerals" are hereby deleted. This Lease is intended to cover only oil and gas, but some other substances may be produced necessarily with and incidental to the production of oil or gas from the leased premises and, in such event, this Lease shall also cover such other produced substances. Lignite, coal and sulfur are expressly excluded from this Lease. Lessor shall receive a one sixth royalty of all such other substances so produced free of all costs.

8. Noise levels from Lessee's operations shall be kept to a minimum, taking into consideration reasonably available equipment and technology in the oil and gas industry, the level and nature of development and surface use elsewhere in the vicinity of Lessee's drill sites.

9. ANY LIABILITY OF LESSOR FOR ANY BREACH OR DEFAULT BY LESSOR OR ANY OTHER CLAIM AGAINST LESSOR UNDER THIS LEASE OR OTHERWISE SHALL BE LIMITED SOLELY TO ITS INTEREST IN THE LEASED PREMISE; AND IN NO EVENT SHALL ANY PERSONAL LIABILITY BE ASSERTED AGAINST LESSOR IN CONNECTION WITH THIS LEASE; NOR SHALL ANY RECOURSE BE HAD TO ANY OTHER PROPERTY OR ASSETS OF LESSOR. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL LESSOR EVER BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, LOST PROFITS OR SPECIAL DAMAGES UNDER THIS LEASE, AND LESSEE WAIVES ANY RIGHTS IT MAY HAVE TO SUCH DAMAGES UNDER THIS LEASE.

10. Lessee shall not use any surface water from stock tanks without negotiating a reasonable fee, however Lessor may use water for drilling operations from creek as long as it is running and not dry. Lessor has a right to drill a water well for its operations, but must leave well for Lessee. Lessee shall comply with all applicable rules in disposition, by reinjection or otherwise, of salt water, brine or other fluids utilized in or resulting from operations, and shall not cause or permit any such substances to damage or pollute the surface of the leased premises or any fresh water lying thereunder,

11. Lessee (a) warrants and represents that all contractors, subcontractors, employees or agents involved in any activity on the leased premises shall maintain worker's compensation insurance on such terms as are reasonably acceptable to Lessor and (b) agree to indemnify, defend and hold Lessor harmless from any and all claims, causes of action, liabilities, damages, judgments, losses, expenses and costs of any type whatsoever including, without limitation, reasonable attorneys fees, asserted against or incurred by Lessor and arising from or related to, directly or indirectly, any failure to maintain the worker's compensation insurance described in this paragraph.

LESSOR:

NOACK FARMS, LLC, a Texas limited liability company

By: /s/ Stacy A. Wood, President
Stacy A. Wood, President

LESSEE:

ARDENT 1, LLC, a Texas limited liability company

By: /s/ H. Hal McKinney
Name: H. HAL MCKINNEY
Title: PRESIDENT

CERTIFICATIONS

I, Marc Spezialy, certify that;

1. I have reviewed this Quarterly Report on Form 10-Q of Rockdale Resources Corporation;
2. Based on my knowledge, this report, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 14, 2013

By: /s/ Marc Spezialy
Marc Spezialy,
Principal Executive, Financial and Accounting Officer

In connection with the Quarterly Report of Rockdale Resources Corporation (the "Company") on Form 10-Q for the period ending June 30, 2013 as filed with the Securities and Exchange Commission (the "Report"), Marc Spezialy, the Principal Executive, Financial and Accounting Officer of the Company hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects the financial condition and results of operations of the Company.

August 14, 2013

By: /s/ Marc Spezialy
Marc Spezialy,
Principal Executive, Financial and Accounting Officer

