

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report:

(Date of earliest event reported)

December 30, 2013

ROCKDALE RESOURCES CORPORATION

(Exact name of registrant as specified in charter)

Colorado

(State or other jurisdiction of incorporation
or organization)

000-52692

(Commission File Number)

86-1061005

(IRS Employer Identification No.)

5114 Balcones Woods Drive, Suite 307-511

Austin, Texas 78759

(Address of principal executive offices and zip code)

(512) 537-2257

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12).
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b)).
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).
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Item 1.01 Entry into a Material Definitive Agreement.

Restated Purchase Agreement

On December 30, 2013, the Company entered into an Amended and Restated Convertible Secured Note and Warrant Purchase Agreement (the "Restated Purchase Agreement") with Rick Wilber. The Restated Purchase Agreement amends and restates in its entirety that certain Convertible Note and Warrant Purchase Agreement dated September 30, 2013, between the Company and Mr. Wilber. Pursuant to the Restated Purchase Agreement, the Company agreed to sell, and Mr. Wilber agreed to buy, for aggregate consideration of \$200,000.00, an amended and restated convertible secured promissory note in the principal amount of \$200,000.00 (the "Restated Note"), and an amended and restated warrant to purchase 570,000 shares of the Company's common stock (the "Restated Warrant"). According to the Form 4 filed by Mr. Wilber on August 13, 2013, as of the date of this Report on Form 8-K, Mr. Wilber owns 1,500,000 shares, or approximately 10.7%, of the Company's common stock, as well as the derivative securities of the Company described in such Form 4.

The Restated Note amends and restates in its entirety the Convertible Promissory Note dated September 30, 2013, in the original principal amount of \$100,000.00, executed by the Company and payable to Mr. Wilber. The Restated Note will bear interest beginning on December 30, 2013, at 6% per annum, which is payable quarterly for the term of the Restated Note, beginning on March 31, 2014. The Restated Note matures on September 30, 2016. Mr. Wilber has the option to convert the Restated Note, at any time prior to maturity, into the number of shares of the Company's common stock obtained by dividing the Restated Note's outstanding balance (including all then-unpaid principal and interest) by \$0.30. The Company may prepay the Restated Note at any time, in whole or in part, without penalty. The Restated Note may be accelerated on an event of default under the Restated Note. Events of default under the Restated Note include, among other things, the Company's unremedied failure to pay when due any principal or interest payment, the Company's dissolution or liquidation, and the Company's commencement of a case under bankruptcy laws. The Restated Note is secured by a Deed of Trust (the "Deed of Trust"), which grants Mr. Wilber a security interest in one of the Company's Milam County oil wells and in the two-acre tract of land surrounding such well.

The Restated Warrant amends and restates in its entirety the Warrant to Purchase Common Stock dated September 30, 2013, issued by the Company to Mr. Wilber. The Restated Warrant may be exercised until September 30, 2023. The Restated Warrant's exercise price is \$0.80 per share, and the Restated Warrant contains a net issue exercise feature.

The foregoing summaries of the Restated Purchase Agreement, Restated Note, Restated Warrant, and Deed of Trust do not purport to be complete and are qualified in their entirety by reference to each document, the forms of which are attached hereto as Exhibits 10.1, 10.2, 10.3, and 10.4, respectively, and which are incorporated herein by reference.

Restated Deed of Trust

On December 30, 2013, the Company executed an Amended and Restated Deed of Trust for the benefit of Mr. Wilber. The Amended and Restated Deed of Trust secures the Convertible Secured Promissory Note issued by the Company to Mr. Wilber on June 17, 2013, in the original principal amount of \$350,000.00.

The original Deed of Trust, which was executed by the Company on June 17, 2013, granted Mr. Wilber a security interest in three of the Company's Milam County oil wells. The Amended and Restated Deed of Trust grants Mr. Wilber a security interest in the three wells, and in the two-acre tract of land surrounding each well.

The foregoing summary of the Amended and Restated Deed of Trust does not purport to be complete and is qualified in its entirety by reference to such document, the form of which is attached hereto as Exhibit 10.5, and which is incorporated herein by reference.

Item 2.03 **Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The disclosure contained under the heading “Restated Purchase Agreement” in Item 1.01 of this Form 8-K is incorporated herein by reference.

Item 3.02 **Unregistered Sales of Equity Securities.**

The descriptions of the Restated Note and the Restated Warrant issued pursuant to the Restated Purchase Agreement as set forth in Item 1.01 of this Form 8-K are incorporated herein by reference. The Restated Note and the Restated Warrant were offered and sold to the investor in a private placement transaction made in reliance upon 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. The investor is an accredited investor as defined in Rule 501 of Regulation D promulgated under the Securities Act.

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits.

- 10.1 [Amended and Restated Convertible Secured Note and Warrant Purchase Agreement between Rockdale Resources Corporation and Rick Wilber, dated December 30, 2013.](#)
 - 10.2 [Form of Amended and Restated Note issued by Rockdale Resources Corporation to Rick Wilber, dated December 30, 2013.](#)
 - 10.3 [Form of Amended and Restated Warrant issued by Rockdale Resources Corporation to Rick Wilber, dated December 30, 2013.](#)
 - 10.4 [Deed of Trust among Rockdale Resources Corporation, Rick Wilber, and the Trustee named therein, dated December 30, 2013.](#)
 - 10.5 [Amended and Restated Deed of Trust among Rockdale Resources Corporation, Rick Wilber, and the Trustee named therein, dated December 30, 2013.](#)
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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 hereunto duly authorized.

ROCKDALE RESOURCES CORPORATION

Date: January 3, 2014

By: /s/ Marc Spezialy
Marc Spezialy
Chief Executive Officer

**AMENDED AND RESTATED
CONVERTIBLE SECURED NOTE AND WARRANT PURCHASE AGREEMENT**

This AMENDED AND RESTATED CONVERTIBLE SECURED NOTE AND WARRANT PURCHASE AGREEMENT (this "Agreement") is entered into as of December 30, 2013, by and between Rockdale Resources Corporation, a Colorado corporation (the "Company"), and Rick Wilber (the "Investor").

BACKGROUND

The Company and the Investor have previously executed that certain Convertible Note and Warrant Purchase Agreement dated as of September 30, 2013 (the "Existing NPA").

The parties have agreed to amend, modify, and restate the Existing NPA upon the terms and conditions hereinafter set forth.

Pursuant to this Agreement, the Company desires to issue and sell to the Investor and the Investor desires to purchase from the Company an amended and restated convertible secured promissory note in substantially the form attached to this Agreement as Exhibit A (the "Note"), which shall be convertible into common stock of the Company, par value \$0.001 per share ("Common Stock"), on the terms and subject to the conditions stated therein, and an amended and restated warrant, in substantially the form attached to this Agreement as Exhibit B (the "Warrant") to purchase Common Stock on the terms and subject to the conditions stated therein. The Note, the Warrant, and the Common Stock issuable upon conversion or exercise thereof are collectively referred to herein as the "Securities." This Agreement, the Note, the Warrant, and the Deed of Trust (as defined herein) are collectively referred to herein as the "Transaction Documents."

OPERATIVE TERMS

The parties to this Agreement agree as follows:

1. Purchase and Sale of Securities.

(a) **Purchase and Sale of Securities.** Upon the terms and subject to the conditions of this Agreement, at the Closing, the Investor shall purchase and the Company shall sell and issue to the Investor, for an aggregate purchase price of \$200,000.00, (i) the Note in the original principal amount of \$200,000.00, and (ii) the Warrant to purchase 570,000 shares of Common Stock. The indebtedness evidenced by the Note shall be secured by certain of the Company's assets in accordance with the provisions of a deed of trust to be executed by the Company for the benefit of the Investor in substantially the form attached to this Agreement as Exhibit C (the "Deed of Trust").

(b) **Closing.** The purchase and sale of the Note and Warrant shall take place remotely via the exchange of documents and signatures, at 10:00 a.m., on December 30, 2013, or at such other time and place as the Company and the Investor mutually agree, orally or in writing (the "Closing").

(c) **Delivery.** At the Closing, the Company shall deliver to the Investor the Note and the Warrant against payment of \$100,000 by the Investor by wire transfer of immediately available funds. On September 30, 2013, the Investor paid \$100,000 toward the purchase price of the Note.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investor as of the Closing that:

(a) **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite corporate power and authority to own, lease and operate the assets used in its business, to carry on its business as now conducted, to enter into this Agreement and the other Transaction Documents, to issue and sell the Note and Warrant and to perform its other obligations hereunder and thereunder. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

(b) **Authorization.** All corporate action (including all action required of its Board of Directors, officers and stockholders) necessary for the authorization, execution and delivery of this Agreement and the other Transaction Documents and the performance of all obligations of the Company hereunder and thereunder and its consummation of the transactions contemplated hereby and thereby has been taken or will be taken prior to the Closing. Each of the Transaction Documents, when executed and delivered by the Company, constitutes or will constitute (when executed and delivered) valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) **Offering.** Subject to the accuracy of the Investor's representations set forth in Section 3 hereof, the offer, sale, and issuance of the Securities as contemplated by this Agreement are exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws.

3. Representations and Warranties of the Investor. The Investor hereby represents and warrants to the Company as of the Closing that:

(a) **Authorization.** The Investor has full power and authority to enter into this Agreement. Each of the Transaction Documents, when executed and delivered by the Investor, constitutes or will constitute (when executed and delivered) valid and legally binding obligations of the Investor, enforceable against the Investor in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) Purchase Entirely for Own Account. The Securities to be acquired by the Investor will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing any Securities.

(c) Restricted Securities. The Investor understands that the Securities have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein. The Investor understands that the Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Investor must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Investor acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of the Investor's control.

(d) Legends. The Investor understands that the Securities, and any securities issued in respect thereof or exchange therefor, may bear legends substantially as set forth in clause (i) below and such other legends as are described in clause (ii) below.

(i) "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND REGISTRATION OR QUALIFICATION UNDER ANY APPLICABLE STATE SECURITIES LAWS OR (B) AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED PURSUANT TO AN EXEMPTION UNDER SUCH ACT AND SECURITIES LAWS."

(ii) Such legends as may be authorized or required by any agreements pursuant to which Securities (other than the Note and Warrant) are issued and sold.

(e) **Accredited Investor; Investment Matters.** The Investor is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Investor has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Securities, and is capable of bearing the economic risks of such investment, including a complete loss of its investment in the Securities acquired by it hereunder. The Investor has been given the opportunity to ask questions of, and receive answers from, the Company regarding the Company, the terms and conditions of the Securities and related matters, and has been furnished with the information it deems necessary or desirable to evaluate the merits and risks of its acquisition of the Securities.

(f) **Nationality; Residence.** The Investor is a citizen of the United States of America and a resident of the State of Florida.

(g) **General Solicitation.** The Investor is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

4. Securities Law Transfer Restrictions. The Investor shall not sell, assign, pledge, transfer or otherwise dispose of or encumber any of the Securities being purchased by it hereunder, except (i) pursuant to an effective registration statement under the Securities Act, or (ii) pursuant to an available exemption from registration under the Securities Act and applicable state securities laws and, if requested by the Company, upon delivery by the Investor of an opinion of counsel satisfactory to the Company to the effect that the proposed transfer is exempt from registration under the Securities Act and applicable state securities laws. The Investor acknowledges and agrees that the Company is neither obligated, nor has the present intention, to register the Securities for resale pursuant to a registration statement filed with the Commission. Further, the Company is not obligated to take any action for the specific purpose of enabling the Investor to sell the Securities without registration under the Securities Act in reliance on the exemptions provide by Rule 144. Any transfer or purported transfer of the Securities in violation of this Agreement shall be voidable by the Company. The Company shall not register any transfer of the Securities in violation of this Agreement. The Company may, and may instruct any transfer agent for the Company, to place such stop transfer orders as may be required on the transfer books of the Company in order to ensure compliance with the provisions of this Agreement.

5. Conditions of the Investor's Obligations at Closing. The obligations of the Investor at the Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived by the Investor:

(a) **Representations and Warranties.** The representations and warranties of the Company contained in Section 2 shall be true and correct, in all material respects, as of the Closing.

(b) **Legal Requirements.**

(i) All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required to be obtained prior to the Closing in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall be obtained and effective as of the Closing.

(ii) Additionally, the sale and issuance by the Company, and the purchase by the Investor, of the Note and Warrant shall otherwise be legally permitted by all laws and regulations to which the Investor and the Company are subject.

(c) **Proceedings and Documents.** All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents and instruments incident to such transactions shall be reasonably satisfactory in form and substance to the Investor.

(d) **Note and Warrant.** The Company shall have executed and delivered to the Investor the Note and the Warrant.

(e) **Deed of Trust.** The Company shall have executed and delivered to the Investor the Deed of Trust.

6. Conditions of the Company's Obligations at Closing. The obligations of the Company at Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived by the Company:

(a) **Representations and Warranties.** The representations and warranties of the Investor contained in Section 3 shall be true and correct, in all material respects, as of the Closing.

(b) **Legal Requirements.**

(i) All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required to be obtained prior to the Closing in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall be obtained and effective as of the Closing.

(ii) Additionally, the sale and issuance by the Company, and the purchase by the Investor, of the Note and Warrant shall otherwise be legally permitted by all laws and regulations to which the Investor and the Company are subject.

(c) **Purchase Price.** The Investor shall have delivered to the Company \$100,000.00.

7. Additional Provisions.

(a) **Assignment; Parties in Interest.** This Agreement and the rights hereunder are not assignable unless such assignment is consented to in writing by both the Company and the Investor. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors or permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) **Governing Law; Venue.** This Agreement, and all related matters, whether in contracts or tort, in law or in equity, or otherwise, shall be governed by the laws of the State of Texas, without regard to choice of law or conflict of law principles that direct the application of the laws of a different state. All disputes and controversies arising out of or in connection with this Agreement shall be resolved exclusively by the state and federal courts located in Travis County, Texas, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

(c) Counterparts; Signatures. This Agreement may be executed in one or more counterpart signature pages, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement, which shall be binding upon all of the parties hereto notwithstanding the fact that all parties are not signatory to the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in pdf form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

(d) Interpretation. When a reference is made to a Section or Exhibit, such reference shall be to a Section or Exhibit of or to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Unless the context requires otherwise, words using the singular or plural number also include the plural or singular number, respectively, and the use of any gender herein shall be deemed to include the other genders. References to “dollars” or “\$” are to U.S. dollars. The terms “hereof,” “herein,” “hereby,” “hereto” and derivative or similar words refer to this entire Agreement. This Agreement was prepared jointly by the parties hereto and no rule that it be construed against the drafter will have any application in its construction or interpretation. The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement.

(e) Notices. All notices, requests, demands and other communications under this Agreement and the other Transaction Documents shall be in writing and shall be deemed to have been duly given (i) if delivered personally or actually received, as of the date received, (ii) if delivered by certified mail, return receipt requested, seven (7) Business Days after being mailed, or (iii) if delivered by a nationally recognized overnight delivery service, one (1) Business Day after being deposited (with all fees prepaid) with such delivery service for next Business Day delivery, to such party at its address set forth below (or such other address as it may from time to time designate in writing to the other parties hereto):

If to the Company, to:

Rockdale Resources Corporation
5114 Balcones Woods Drive, Suite 307-511
Austin, Texas 78759
Attn: Chief Executive Officer
Phone: (512) 537-2257
Fax: (512) 697-8466

with courtesy copies to (which shall not constitute notice):

Winstead PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Attn: Alex R. Allemann
Phone: (512) 370-2804
Fax: (512) 370-2850

If to the Investor, to:

Rick Wilber
10360 Kestrel Street
Plantation, Florida 33324
Phone: (954) 465-6769
Fax: (954) 474-8115

“Business Day” means any day other than a Saturday, Sunday or other day on which banks are required or permitted to be closed in Austin, Texas.

(f) Finder’s Fee. Each party represents that it neither is nor will be obligated for any finder’s fee or commission in connection with this transaction. The Investor agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder’s fee (and the costs and expenses of defending against such liability or asserted liability) for which the Investor is responsible. The Company agrees to indemnify and hold harmless the Investor from any liability for any commission or compensation in the nature of a finder’s fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

(g) Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the Company and the Investor. Any amendment or waiver effected in accordance with this Section 7(g) shall be binding upon the Investor, each transferee of the Securities, and each future holder of all such Securities, regardless of whether he, she or it has given its written consent.

(h) Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof or such provision to any other person or circumstance or in any other jurisdiction.

(i) Entire Agreement. This Agreement (including the exhibits and schedules hereto) and the other Transaction Documents constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties with respect to such subject matter.

(j) WAIVER OF JURY TRIAL. THE COMPANY AND THE INVESTOR EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(k) **Amendment and Restatement.** This Agreement amends and restates in its entirety the Existing NPA. The execution of this Agreement and the Transaction Documents executed in connection herewith does not extinguish the obligations, indebtedness and liabilities outstanding in connection with the Existing NPA nor does it constitute a novation with respect to such obligations, indebtedness and liabilities.

(Signature Page Follows)

The parties hereto have executed this Amended and Restated Convertible Secured Note and Warrant Purchase Agreement as of the date first set forth above.

COMPANY:

**ROCKDALE RESOURCES
CORPORATION**

By: /s/ Marc Spezialy

Name: Marc

Spezialy

Title: Chief Executive

Officer

INVESTOR

 /s/ Rick

Wilber

Rick Wilber

EXHIBIT A
FORM OF NOTE

EXHIBIT B

FORM OF WARRANT

EXHIBIT C

FORM OF DEED OF TRUST

THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND REGISTRATION OR QUALIFICATION UNDER ANY APPLICABLE STATE SECURITIES LAWS OR (B) AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED PURSUANT TO AN EXEMPTION UNDER SUCH ACT AND SECURITIES LAWS.

ROCKDALE RESOURCES CORPORATION
AMENDED AND RESTATED
CONVERTIBLE SECURED PROMISSORY NOTE

\$200,000.00

December 30, 2013

FOR VALUE RECEIVED Rockdale Resources Corporation, a Colorado corporation (the "Company"), promises to pay to the order of Rick Wilber (the "Holder") the principal amount of Two Hundred Thousand and ^{xx}/100^{ths} dollars (\$200,000.00), or such lesser amount as shall equal the outstanding principal amount hereof, together with simple interest from December 30, 2013, on the unpaid principal balance at a rate equal to six percent (6.0%) per annum, computed on the basis of the actual number of days elapsed and a year of 365 days. All unpaid principal, together with any then accrued but unpaid interest and any other amounts payable under this Amended and Restated Convertible Secured Promissory Note (this "Note"), shall be due and payable on September 30, 2016 ("Maturity"), unless this Note is earlier converted in accordance with Section 3. The Holder acknowledges that this Note is issued pursuant to the Amended and Restated Convertible Secured Note and Warrant Purchase Agreement dated as of the date hereof by and between the Holder and the Company.

THE OBLIGATIONS DUE UNDER THIS NOTE ARE SECURED BY A DEED OF TRUST DATED AS OF THE DATE HEREOF (THE "DEED OF TRUST") AND EXECUTED BY THE COMPANY FOR THE BENEFIT OF THE HOLDER. ADDITIONAL RIGHTS OF THE HOLDER ARE SET FORTH IN THE DEED OF TRUST.

The following is a statement of the rights of the Holder of this Note and the conditions to which this Note is subject, to which the Holder, by the acceptance of this Note, agrees:

1. Interest. Accrued interest on this Note shall be payable on March 31, June 30, September 30, and December 31 during the term of this Note, beginning on March 31, 2014.

2. Prepayment. The outstanding principal balance and all accrued interest payable to the Holder hereunder may be prepaid by the Company at any time in whole or in part without penalty.

3. Conversion.

3.1 Voluntary Conversion. At the Holder's option, all (but not less than all) of the outstanding principal amount of this Note, any accrued but unpaid interest and any other amounts payable under this Note may be converted into shares of the Company's common stock, \$0.001 par value per share ("Common Stock"). In the event of such voluntary conversion, this Note shall be converted into that number of shares of Common Stock determined by dividing (i) the aggregate outstanding principal amount of this Note, any accrued but unpaid interest and any other amounts payable under this Note, by (ii) \$0.30.

3.2 Conversion Procedure. If this Note is voluntarily converted, the Holder shall give written notice to the Company notifying the Company of its election to convert this Note. Before the Holder shall be entitled to voluntarily convert this Note, the Holder shall surrender this Note and the Deed of Trust at the Company's principal executive office, or, if this Note has been lost, stolen, destroyed or mutilated, then, in the case of loss, theft or destruction, the Holder shall deliver an indemnity agreement reasonably satisfactory in form and substance to the Company (without the requirement of a bond) or, in the case of mutilation, the Holder shall surrender and cancel this Note. The Company shall, as soon as practicable thereafter, issue and deliver to such Holder a certificate or certificates for the number of shares of Common Stock to which the Holder shall be entitled upon such conversion (bearing such legends as are required by applicable state and federal securities laws in the opinion of counsel to the Company). Such conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of this Note or the delivery of an indemnification agreement. The person or persons entitled to receive securities issuable upon such conversion shall be treated for all purposes as the record holder or holders of such securities on such date.

3.3 Fractional Shares; Nonassessable; Effect of Conversion. No fractional share, or scrip representing fractional shares shall be issued upon such conversion. With respect to any fraction of a share called for upon the conversion of this Note, such fractional share shall be rounded down to the nearest whole share, and the Company shall pay to the Holder the amount of such fractional share multiplied by the Note Conversion Price. The Company covenants that the shares of Common Stock issuable upon the conversion of this Note will, upon conversion of this Note, be validly issued, fully paid and nonassessable and free from all taxes, liens and charges in respect of the issue thereof. Upon conversion of this Note and the payment of the amounts specified in this Section 3.3, the Company shall be forever released from all its obligations and liabilities under this Note and the Deed of Trust.

4. Default; Remedies.

4.1 Default. The Company shall be in default under this Note upon the happening of any condition or event set forth below (each, an "Event of Default"):

(a) the Company's failure to pay when due any principal or interest payment on the due date hereunder, and such default shall continue unremedied for a period of 15 days following receipt of written notice signed by the Holder of such failure to pay;

(b) the Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of its or any of its creditors, (iii) be dissolved or liquidated, (iv) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (v) take any action for the purpose of effecting any of the foregoing; or

(c) proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within 30 days of commencement.

4.2 Remedies. Upon the occurrence or existence of any Event of Default (other than an Event of Default described in Sections 4.1(b) or 4.1(c)) and at any time thereafter during the continuance of such Event of Default, the Holder may, by written notice to the Company, declare the entire outstanding principal amount of this Note, any accrued but unpaid interest and any other amounts payable under this Note to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. Upon the occurrence or existence of any Event of Default described in Sections 4.1(b) or 4.1(c), immediately and without notice, the entire outstanding principal amount of this Note, any accrued but unpaid interest and any other amounts payable under this Note, shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, the Holder may exercise any other right, power, or remedy otherwise permitted to it by law, either by suit in equity or by action at law, or both.

5. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, a Sunday or a legal holiday, then such action may be taken or such right may be exercised on the next succeeding day that is not a Saturday, Sunday or legal holiday.

6. Miscellaneous.

6.1 Loss, Theft, Destruction or Mutilation of Note. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note and, in the case of loss, theft or destruction, and delivery of an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it connection with the Note (without the requirement of a bond) or, in the case of mutilation, on surrender and cancellation of this Note, the Company shall execute and deliver, in lieu of this Note, a new Note executed in the same manner as this Note, in the same principal amount as the unpaid principal amount of this Note and dated the date to which interest shall have been paid on this Note or, if no interest shall have yet been so paid, dated the date of this Note.

6.2 Payment. All payments under this Note shall be made in lawful tender of the United States.

6.3 Waivers and Amendments. Any provision of this Note may be amended, waived, or modified upon the written consent of the Company and the Holder.

6.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with confirmation of receipt) to the parties at the address for such party set forth on the signature page hereto (or at such other address for a party as shall be specified).

6.5 Severability. If any provision of this Note or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof or such provision to any other person or circumstance or in any other jurisdiction.

6.6 Successors and Assigns. Subject to the restrictions on transfer described in Section 6.7 below, the rights and obligations of the Company and the Holder shall be binding on and benefit the successors, assigns, heirs, administrators, and transferees of the parties.

6.7 Transfer of this Note or Securities Issued on Conversion Hereof. The Holder shall not sell, assign, pledge, transfer or otherwise dispose of or encumber (collectively, "Transfer") this Note without the prior written consent of the Company. In addition, the Holder shall not Transfer this Note or any securities issued upon conversion hereof (collectively, the "Securities"), except (i) pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), or (ii) pursuant to an available exemption from registration under the Securities Act and applicable state securities laws and, if requested by the Company, upon delivery by the Holder of an opinion of counsel satisfactory to the Company to the effect that the proposed transfer is exempt from registration under the Securities Act and applicable state securities laws. Any transfer or purported transfer of the Securities in violation of this Section 6.7 shall be voidable by the Company. The Company shall not register any transfer of the Securities in violation of this Section 6.7. The Company may, and may instruct any transfer agent for the Company, to place such stop transfer orders as may be required on the transfer books of the Company in order to ensure compliance with the provisions of this Section 6.7.

6.8 Usury. All agreements between the Company and the Holder, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever, whether by acceleration of the maturity of this Note or otherwise, shall the amount paid, or agreed to be paid, to the Holder for the use, forbearance or detention of the money to be loaned under this Note or otherwise, exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever fulfillment of any provision of this Note or of any other document evidencing, securing or pertaining to the indebtedness evidenced by this Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstances the Holder shall ever receive anything of value as interest or deemed interest by applicable law under this Note or any other document evidencing, securing or pertaining to the indebtedness evidenced by this Note or otherwise an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under this Note or on account of any other indebtedness of the Company to the Holder relating to this Note, and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of this Note and such other indebtedness, such excess shall be refunded to the Company. In determining whether or not the interest paid or payable with respect to any indebtedness of the Company to the Holder, under any specific contingency, exceeds the highest lawful rate, the Company and the Holder shall, to the maximum extent permitted by applicable law, (i) characterize any nonprincipal payment as an expense, fee or premium rather than as interest, (ii) amortize, prorate, allocate and spread the total amount of interest throughout the full term of such indebtedness so that the actual rate of interest on account of such indebtedness is uniform throughout the term of such indebtedness, and/or (iii) allocate interest between portions of such indebtedness, to the end that no such portion shall bear interest at a rate greater than that permitted by law. The terms and provisions of this Section shall control and supersede every other conflicting provision of all agreements between the Company and the Holder. The Holder has been advised by the Company to seek the advice of an attorney and an accountant in connection with the issuance of this Note. The Company has had the opportunity to seek the advice of any attorney and accountant of the Company's choice in connection with issuance of this Note.

6.9 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power, or remedy of the Holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of the Holder of any breach or default under this Note or any waiver on the part of the Holder of any provisions or conditions of this Note must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Note or by law or otherwise afforded to the Holder, shall be cumulative and not alternative.

6.10 Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Note are for convenience of reference only and are not to be considered in construing this Note.

6.11 Construction. The language used in this Note will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

6.12 Governing Law. This Note, and all related matters, whether in contracts or tort, in law or in equity, or otherwise, shall be governed by the laws of the State of Texas, without regard to choice of law or conflict of law principles that direct the application of the laws of a different state.

6.13 Venue. All disputes and controversies arising out of or in connection with this Note shall be resolved exclusively by the state and federal courts located in Travis County, Texas, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

6.14 Waiver of Jury Trial. THE COMPANY AND THE HOLDER EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS NOTE.

6.15 Amendment and Restatement. The indebtedness evidenced by this Note is given in amendment, restatement, modification, increase, extension, and supplement, but not in extinguishment or novation, of the indebtedness evidenced by that certain Convertible Promissory Note dated September 30, 2013, in the original principal amount of \$100,000.00 executed by the Company and payable to the order of the Holder.

[Signature page follows]

IN WITNESS WHEREOF, Rockdale Resources Corporation has executed this Amended and Restated Convertible Secured Promissory Note on the date set forth above.

ROCKDALE RESOURCES CORPORATION

By: /s/ Marc Spezialy

Marc Spezialy
Chief Executive Officer

Address:

5114 Balcones Woods Drive
Suite 307-511
Austin, Texas 78759
Phone: (512) 537-2257
Fax: (512) 697-8466

Accepted And Agreed:

HOLDER

/s/ Rick Wilber

Rick Wilber

Address:

10360 Kestrel Street
Plantation, Florida 33324

Phone: (954) 465-6769

Fax: (954) 474-8115

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE OR CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND REGISTRATION OR QUALIFICATION UNDER ANY APPLICABLE STATE SECURITIES LAWS OR (B) AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED PURSUANT TO AN EXEMPTION UNDER SUCH ACT AND SECURITIES LAWS.

Warrant No. _____

December 30, 2013

ROCKDALE RESOURCES CORPORATION
AMENDED AND RESTATED
WARRANT TO PURCHASE COMMON STOCK

This Amended and Restated Warrant to Purchase Common Stock (this "Warrant") is issued to Rick Wilber, a Florida resident (the "Holder"), by Rockdale Resources Corporation, a Colorado corporation (the "Company"). The Holder acknowledges that this Warrant is issued pursuant to the Amended and Restated Convertible Secured Note and Warrant Purchase Agreement dated as of the date hereof by and between the Holder and the Company.

1. Purchase of Shares. Subject to the terms and conditions of this Warrant, the Holder is entitled, upon surrender of this Warrant at the principal office of the Company (or at such other place as the Company shall notify the Holder in writing), to purchase from the Company 570,000 shares of the Company's Common Stock, \$0.001 par value per share (the "Shares"), subject to adjustment pursuant to Section 8.

2. Purchase Price. The purchase price for the Shares shall be \$0.80 per share of Common Stock, subject to adjustment pursuant to Section 8 (such price, as adjusted from time to time, is herein referred to as the "Exercise Price").

3. Exercise Period. This Warrant shall be exercisable, in whole or in part, during the term commencing on the date of this Warrant and ending at 5:00 p.m. on September 30, 2023; provided, however, that in the event of (a) the closing of the Company's sale or transfer of all or substantially all of its assets, or (b) the closing of the acquisition of the Company by another entity by means of merger, consolidation or other transaction or series of related transactions, resulting in the exchange of the outstanding shares of the Company's capital stock such that the shareholders of the Company prior to such transaction own, directly or indirectly, less than 50% of the voting power of the surviving entity, this Warrant shall, on the date of such event, no longer be exercisable and become null and void. In the event of a proposed transaction of the kind described above, the Company shall notify the Holder of the Warrant at least 30 days prior to the consummation of such event or transaction.

4. Method of Exercise. While this Warrant remains outstanding and exercisable in accordance with Section 3, the Holder may exercise, in whole or in part, the purchase rights evidenced by this Warrant. Such exercise shall be effected by:

(a) the surrender of the Warrant, together with a duly executed copy of the form of subscription attached hereto, to the Secretary of the Company at its principal offices; and

(b) the payment to the Company of an amount equal to the aggregate Exercise Price for the number of Shares being purchased.

5. Net Issue Exercise.

(a) In addition to and without limiting the rights of the Holder under the terms hereof, the Holder may elect to receive Shares equal to the value of this Warrant (or the portion thereof being canceled) by surrender of this Warrant at the principal office of the Company together with notice of such election in which event the Company shall issue to the Holder a number of Shares computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where

X - The number of Shares to be issued to the Holder of this Warrant after exercise.

Y - The number of Shares to be exercised.

A - The Bid Price of one Share to be issued upon exercise of this Warrant.

B - Per share purchase price of the Shares at the date of exercise.

“Bid Price” means the bid price of one Share in the over-the-counter market on the electronic bulletin board for such Share as reported by Bloomberg for the close of the trading day preceding the day of determination, or, if no bid price is reported by Bloomberg for such day, the average of the bid prices of any market makers for such Share as reported in the “pink sheets” by OTC Markets Group, Inc. as of the close of the trading day preceding the day of determination. If the Bid Price cannot be calculated as of the particular day of determination on either of the foregoing bases, the Bid Price as of the day of determination shall be the fair market value of one Share as determined in good faith by the Board of Directors of the Company.

(b) No payment of any cash or other consideration to the Company shall be required from the Holder in connection with any exercise of this Warrant by exchange pursuant to this Section 5. Such exchange shall be effective upon the date of receipt by the Company of the original Warrant surrendered for cancellation and a written request from the Holder that the exchange pursuant to this Section 5 be made, or at such later date as may be specified in such request.

6. Certificates for Shares. Upon the exercise of the purchase rights evidenced by this Warrant, one or more certificates for the number of Shares so purchased shall be issued as soon as practicable thereafter, and in any event within 30 days of the delivery of the subscription notice.

7. Issuance of Shares. Except as otherwise provided herein, the Company covenants that the Shares, when issued pursuant to the exercise of this Warrant, will be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof.

8. Adjustment of Exercise Price and Number of Shares. The number of Shares purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as follows:

(a) Subdivisions, Combinations and Other Issuances. If the Company shall at any time prior to the expiration of this Warrant subdivide its Common Stock, by split-up or otherwise, or combine its Common Stock, or issue additional shares of its Common Stock as a dividend with respect to any shares of its Common Stock, the number of Shares issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination. Appropriate adjustments shall also be made to the Exercise Price payable per Share, but the aggregate Exercise Price payable for the total number of Shares purchasable under this Warrant (as adjusted) shall remain the same. Any adjustment under this Section 8(a) shall become effective at the close of business on the date the subdivision or combination becomes effective, or as of the record date of such dividend, or in the event that no record date is fixed, upon the making of such dividend.

(b) Reclassification, Reorganization, and Consolidation. In case of any reclassification, capital reorganization, or change in the capital stock of the Company (other than as a result of a subdivision, combination or stock dividend provided for in Section 8(a)), then, as a condition of such reclassification, reorganization or change, lawful provision shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall have the right at any time prior to the expiration of this Warrant to purchase, at a total price equal to that payable upon the exercise of this Warrant, the kind and amount of shares of stock and other securities or property receivable in connection with such reclassification, reorganization or change by a holder of the same number and type of securities as were purchasable as Shares by the Holder immediately prior to such reclassification, reorganization or change. In any such case, appropriate provisions shall be made with respect to the rights and interest of the Holder so that the provisions hereof shall thereafter be applicable with respect to any shares of stock or other securities or property deliverable upon exercise hereof, and appropriate adjustments shall be made to the Exercise Price per Share payable hereunder, provided the aggregate Exercise Price shall remain the same.

(c) Notice of Adjustment. When any adjustment is required to be made in the number or kind of shares purchasable upon exercise of this Warrant, or in the Exercise Price, the Company shall promptly notify the Holder of such event and of the number of Shares or other securities or property thereafter purchasable upon exercise of this Warrant.

9. No Fractional Shares or Scrip. No fractional Shares or scrip representing fractional Shares shall be issued upon the exercise of this Warrant, but in lieu of such fractional Shares the Company shall make a cash payment therefor on the basis of the Bid Price then in effect.

10. No Shareholder Rights. Prior to exercise of this Warrant, the Holder shall not be entitled to any rights of a shareholder with respect to the Shares, including without limitation, the right to vote such Shares, receive dividends or other distributions thereon, exercise preemptive rights or be notified of shareholder meetings, and the Holder shall not be entitled to any notice or other communication concerning the business or affairs of the Company.

11. Successors and Assigns. Subject to the restrictions on transfer described in Section 12 below, the rights and obligations of the Company and the Holder shall be binding on and benefit the successors, assigns, heirs, administrators, and transferees of the parties.

12. Transfer of this Warrant or any Shares Issued on Conversion Hereof. The Holder shall not sell, assign, pledge, transfer or otherwise dispose of or encumber this Warrant or any Shares issued on conversion hereof (collectively, the “Securities”), except (i) pursuant to an effective registration statement under the Securities Act of 1933, as amended (the “Securities Act”), or (ii) pursuant to an available exemption from registration under the Securities Act and applicable state securities laws and, if requested by the Company, upon delivery by the Holder of an opinion of counsel satisfactory to the Company to the effect that the proposed transfer is exempt from registration under the Securities Act and applicable state securities laws. Any transfer or purported transfer of the Securities in violation of this Section 12 shall be voidable by the Company. The Company shall not register any transfer of the Securities in violation of this Section 12. The Company may, and may instruct any transfer agent for the Company, to place such stop transfer orders as may be required on the transfer books of the Company in order to ensure compliance with the provisions of this Section 12.

13. Amendments and Waivers. Any term of this Warrant may be amended and the observance of any term of this Warrant may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holder. Any waiver or amendment effected in accordance with this Section 13 shall be binding upon the Holder of any Shares purchased under this Warrant at the time outstanding (including securities into which such Shares have been converted), each future holder of all such Shares and the Company.

14. Restrictions. By acceptance hereof, the Holder acknowledges that the Shares acquired upon the exercise of this Warrant have restrictions upon their resale imposed by state and federal securities laws.

15. Governing Law. This Warrant, and all related matters, whether in contracts or tort, in law or in equity, or otherwise, shall be governed by the laws of the State of Texas, without regard to choice of law or conflict of law principles that direct the application of the laws of a different state.

16. Venue. All disputes and controversies arising out of or in connection with this Warrant shall be resolved exclusively by the state and federal courts located in Travis County, Texas, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

17. Waiver of Jury Trial. THE COMPANY AND THE HOLDER EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS WARRANT.

18. Amendment and Restatement. This Warrant amends and restates in its entirety that certain Warrant to Purchase Common Stock dated September 30, 2013, issued by the Company to the Holder.

[Signature Page Follows]

This Amended and Restated Warrant to Purchase Common Stock is issued effective as of the date first set forth above.

ROCKDALE RESOURCES CORPORATION,
a Colorado corporation

By: /s/ Marc Spezialy
Marc Spezialy, Chief Executive Officer

WARRANT

SUBSCRIPTION

Rockdale Resources Corporation
Attention: Corporate Secretary

The undersigned hereby elects to purchase, pursuant to the provisions of the Warrant to Purchase Common Stock issued by Rockdale Resources Corporation, a Colorado corporation (the “**Company**”) and held by the undersigned, _____ shares of Common Stock of the Company.

Choose one below:

_____ Payment of the Exercise Price per Share required under the Warrant accompanies this Subscription.

OR

_____ The undersigned elects to exercise this Warrant pursuant to the net issue exercise provisions of Section [5](#).

The undersigned hereby represents and warrants that the undersigned is acquiring such Shares for his own account for investment purposes only, and not for resale or with a view to distribution of such Shares or any part thereof.

Date: _____

WARRANTHOLDER:

EXHIBIT *** DO NOT SIGN

Signature

Print Name

Title

Address:

Name in which Shares should be registered:

WARRANT

Milam County, Texas

**DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT
AND
FINANCING STATEMENT**

Dated as of December 30, 2013

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

THIS INSTRUMENT COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT COVERS AS-EXTRACTED COLLATERAL; THE INTEREST OF GRANTOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD OR WELLHEADS OF THE WELL OR WELLS LOCATED ON THE REAL PROPERTY DESCRIBED HEREIN.

THIS INSTRUMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTIES REFERENCED IN EXHIBIT A HERETO, AND SUCH FILING SHALL SERVE, AMONG OTHER PURPOSES, AS A FINANCING STATEMENT FOR AS-EXTRACTED COLLATERAL.

GRANTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED HEREIN.

For purposes of filing this Deed of Trust as a financing statement: Grantor is the debtor and Beneficiary is the secured party. Grantor is a corporation organized under the Laws of the State of Colorado, its organizational identification number is CO 20021010602, and its mailing address is 5114 Balcones Woods Drive, Suite 307-511, Austin, TX 78759. Beneficiary's mailing address is 10360 Kestrel Street, Plantation, FL 33324.

Please return this document with filing information
to

Rick Wilber
10360 Kestrel Street
Plantation, FL 33324

**DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT
AND FINANCING STATEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "*Deed of Trust*") is made and entered into as of December 30, 2013, by ROCKDALE RESOURCES CORPORATION, a Colorado corporation ("*Grantor*"), to Mayra Diego ("*Trustee*") and RICK WILBER, an individual ("*Beneficiary*"). The addresses of Grantor and Beneficiary appear on the cover page and in Section 4.3 of this Deed of Trust. Capitalized terms not defined in the body of this Deed of Trust are defined in Section 4.5 hereof.

R E C I T A L S

A. Beneficiary has extended a credit facility to Grantor which is evidenced by the Note as defined and described in Article 1 hereof.

B. Grantor is an owner of the properties described on Exhibit A to this Deed of Trust. Grantor desires to mortgage the property as described on Exhibit A hereto in order to secure the Note.

NOW, THEREFORE, Grantor and Beneficiary agree as follows:

CONVEYANCE AND GRANT OF LIEN

Grantor, to secure payment and performance of the Note, and for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other valuable consideration in hand paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, and for and in consideration of the debt and trusts hereinafter mentioned, has **GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, and CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, and CONVEY**, unto Trustee, for the benefit of Beneficiary, and to Trustee's successor or successors or substitutes in this trust, with power of sale, the real and personal properties, rights, titles, interests, and estates described or to which reference is made in Paragraphs I and II, below (herein collectively called the "*Mortgaged Property*"), to-wit:

Paragraph I. Oil and Gas Leases and Other Properties. All of Grantor's right, title and interest in and to (i) the oil, gas and mineral leases described on Exhibit A attached hereto and made a part hereof for all purposes and incorporated herein by reference as fully as if copied verbatim, limited, however, as set forth therein (the "*Subject Leases*"); (ii) the oil, gas and other minerals in and under the lands covered by the Subject Leases (the "*Lands*"); and (iii) the oil, gas and other mineral interests and estates in and under the Lands including working interests, royalties, overriding royalties, net profits interests and production payments (the "*Subject Interests*"); and

Paragraph II. Hydrocarbons. All of Grantor's right, title and interest in and to all oil, gas, casinghead gas, drip gasoline, natural gasoline and condensate, all other liquid and gaseous hydrocarbons, and all other minerals, whether similar to the foregoing or not (herein collectively called "*Hydrocarbons*"), now or hereafter accruing to or produced from the Subject Interests and/or to which Grantor now or hereafter may be entitled as a result of or by virtue of its record and/or beneficial ownership of any one or more of the Subject Interests.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, privileges, contracts, and appurtenances now or hereafter at any time before the foreclosure or release hereof in anywise appertaining or belonging thereto, unto Trustee and to Trustee's successors or substitutes hereunder and to their successors and assigns, forever.

This conveyance is made in trust, however, upon the terms and provisions hereinafter set out to secure the full and final payment and performance of the Note.

SECURITY INTEREST

To further secure the Note, Grantor hereby grants to Beneficiary a security interest in the entire interest of Grantor in and to:

(a) the Mortgaged Property;

(b) all as-extracted collateral and all oil, gas and other Hydrocarbons and minerals produced from or allocated to the Mortgaged Property, and any products processed or obtained therefrom (herein collectively called the "**Production**"), and all Liens in the Production securing payment of the proceeds of the Production, including those Liens provided under statutes enacted in the jurisdictions in which the Mortgaged Property is located;

(c) all proceeds of the foregoing (collectively, the "**Property**").

Upon the occurrence of any default, Beneficiary is and shall be entitled to all of the rights afforded a secured party by the Code with reference to with personal property included within the Property, or Trustee or Beneficiary may proceed as to both the real and personal property covered hereby in accordance with the rights granted under this Deed of Trust with respect to the real property covered hereby. Such rights shall be cumulative and in addition to those granted to Trustee or Beneficiary under any other provision of this Deed of Trust or under any other instrument executed in connection with or as security for all or any part of the Note.

ARTICLE 1 **SECURED OBLIGATION**

This Deed of Trust is made to secure and enforce that certain Amended and Restated Convertible Secured Promissory Note dated as of even date herewith made by Grantor and payable to the order of Beneficiary in the original principal amount of \$200,000, bearing interest as specified therein, being payable as provided therein, and, if not sooner matured (by acceleration or otherwise), finally maturing as provided therein (as the same may be supplemented, amended, modified, extended and renewed, being referred to herein as the "**Note**").

ARTICLE 2 **DEFAULTS AND REMEDIES**

Section 2.1 **Defaults**. The term "**default**" as used herein shall mean an Event of Default under and as defined in the Note.

Section 2.2 **Remedies**. If a default shall occur and be continuing, Beneficiary may, at its option, do any one or more of the following to the extent permitted by applicable Law:

(a) Foreclosure. Beneficiary may request Trustee to proceed with foreclosure, and in such event Trustee is hereby authorized and empowered, and it shall be his duty, upon such request of Beneficiary, and to the extent permitted by applicable Law, to sell all or any part of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by applicable Law, or in the absence of any such requirement, as Trustee and/or Beneficiary may deem appropriate, and to make conveyance to the purchaser or purchasers thereof. Any sale of any part of the Mortgaged Property shall be made to the highest bidder or bidders for cash, at the courthouse door of, or at such other place as may be required or permitted by applicable Law in, the county (or judicial district) wherein the Lands included within the Mortgaged Property to be sold is situated; provided that if the Lands are situated in more than one county (or judicial district), such sale of the Mortgaged Property, or any part thereof, may be made in any county (or judicial district) wherein any part of the Lands included within the Mortgaged Property to be sold is situated. Any such sale shall be made at public outcry, on the day of any month, during the hours of such day and after written notices thereof have been publicly posted in such places and for such time periods and after all Persons entitled to notice thereof have been sent such notice, all as required by applicable Law in effect at the time of such sale; and nothing herein shall be deemed to require Beneficiary or Trustee to do, and Beneficiary and Trustee shall not be required to do, any act other than as required by applicable Law in effect at the time of such sale. Any such sale may be as a whole or in such parcels as Trustee may select. After such sale, Trustee shall make to the purchaser or purchasers thereunder good and sufficient deeds and assignments, in the name of Grantor, conveying the Mortgaged Property, or part thereof, so sold to the purchaser or purchasers. Sale of a part of the Mortgaged Property shall not exhaust the power of sale, but sales may be made from time to time until the Note is paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the personal property included in the Property. In addition to the rights and powers of sale granted under the preceding provisions of this Subsection 2.2(a), if default is made in the payment of any installment of the Note, Beneficiary, at its option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Note to be due and payable may orally or in writing direct Trustee to enforce this trust and to sell the Mortgaged Property subject to such unmatured portion of the Note and the Liens securing its payment, in the same manner, on the same terms, at the same place and time, and after having given notice in the same manner, all as provided in the preceding provisions of this Subsection 2.2(a). After such sale, Trustee shall make due conveyance to the purchaser or purchasers. Sales made without maturing the Note may be made hereunder whenever there is a default in the payment of any installment of the Note without exhausting the power of sale granted hereby, and without affecting in any way the power of sale granted under this Subsection 2.2(a) on the unmatured balance of the Note (except as to any proceeds of any sale which Beneficiary may apply as a prepayment on the Note) or the Liens securing payment of the Note. It is intended by each of the foregoing provisions of this Subsection 2.2(a) that Trustee may, after any request or direction by Beneficiary, sell, not only the Subject Interests included within, but also, all other items constituting a part of, the Mortgaged Property, or any part thereof, along with the Lands, or any part thereof, included within the Mortgaged Property all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. In the event of the resignation (such resignation being hereby authorized for any reason) or death of Trustee, or his failure, refusal or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or, at the option of Beneficiary, without cause, Beneficiary may appoint, in writing, a substitute trustee, who shall thereupon succeed to all the estates, titles, rights, powers and trusts herein granted to and vested in Trustee. In the event of the resignation (such resignation being hereby authorized for any reason) or death of any such substitute trustee, or his failure, refusal or inability to make such sale or perform such trusts, or, at the option of Beneficiary, without cause, successive substitute trustees may thereafter, from time to time, be appointed by Beneficiary in the same manner. Trustee may appoint, in writing, any one or more Persons as Trustee's agent and attorney-in-fact to act as Trustee under him and in his name, place and stead, to perform any one or more acts necessary or incident to any sale under the power of sale granted under the preceding provisions of this Subsection 2.2(a), including the posting and filing of any notices, the conduct of such sale and the execution and delivery of any instruments conveying the Mortgaged Property so sold, but in the name and on behalf of Trustee. All acts done or performed by any such agent and attorney-in-fact shall be valid, lawful and binding as if done or performed by Trustee.

(b) **Suit.** Beneficiary may proceed by suit or suits, at Law or in equity, to enforce the payment and performance of the Note in accordance with the terms hereof, to foreclose the Liens of this Deed of Trust as against all or any part of the Mortgaged Property and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction.

(c) **Appointment of Receiver.** Beneficiary, as a matter of right and without regard to the sufficiency of the security, and without any showing of insolvency, fraud or mismanagement on the part of Grantor, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers of the Mortgaged Property, or any part thereof, and of the income, rents, issues and profits thereof.

(d) **Disposition of Personal Property.** After notification, if any, as hereafter provided in this Subsection 2.2(d), Beneficiary may sell, lease or otherwise dispose of, at the office of Beneficiary, or on the Lands, or elsewhere, as chosen by Beneficiary, all or any part of the personal property included within the Property, in its then condition, or following any commercially reasonable preparation or processing, and each sale (as used in this Subsection 2.2(d)), the term “*sale*” means any such sale, lease, or other disposition made pursuant to this Subsection 2.2(d) may be a unit or in parcels, by public or in private proceedings, and by way of one or more contracts, and, at any sale, it shall not be necessary to exhibit such personal property, or part thereof, being sold, leased or otherwise disposed of. The sale of any part of such personal property shall not exhaust Beneficiary’s power of sale, but sales may be made from time to time until the Note is paid and performed in full. Reasonable notification of the time and place of any public sale pursuant to this Subsection 2.2(d), or reasonable notification of the time after which any private sale is to be made pursuant to this Subsection 2.2(d), shall be sent to Grantor and to any other Person entitled under the Code to notice. It is agreed that notice sent or given not less than twenty-one (21) calendar days prior to the taking of the action to which the notice relates, is reasonable notification and notice for such purposes of this Subsection 2.2(d).

Section 2.3 **Purchase of Mortgaged Property by Beneficiary.** If Beneficiary is the purchaser of the Mortgaged Property, or any part thereof (and it is specifically agreed that Beneficiary may be the purchaser of the Mortgaged Property, or any part thereof, if permitted by applicable Law), at any sale thereof, whether such sale be under the power of sale hereinabove vested in Trustee, or upon any other foreclosure of the Liens hereof, or otherwise, Beneficiary shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of the Liens of these presents.

Section 2.4 **Application of Proceeds.** The proceeds from any sale, lease or other disposition made pursuant to this Article 2 shall be applied by Trustee, or by Beneficiary, as the case may be, first to the payment of any and all expenses incurred by Trustee or Beneficiary in foreclosing upon the Property and carrying out such sale (including any attorneys’ fees); second to the payment of any fees assessed by Trustee; third to the payment or prepayment of the Note, whether or not matured, as may be determined by Beneficiary in its sole discretion until the Note is paid in full; and fourth, to the extent any proceeds remain, to Grantor.

Section 2.5 **Abandonment of Sale.** In the event a foreclosure hereunder should be commenced by Trustee in accordance with Subsection 2.2(a), Beneficiary may at any time before the sale direct Trustee to abandon the sale, and exercise any other remedies available to Beneficiary.

ARTICLE 3
FINANCING STATEMENT

Section 3.1 **Effective as a Financing Statement.** This Deed of Trust shall be effective as a financing statement covering as-extracted collateral, minerals or the like (including oil and gas) and accounts arising out of the sale at the wellhead or minehead of the wells or mines located on the Mortgaged Property of oil, gas, or other minerals in which Grantor has an interest before extraction, and is to be filed for record in the real property records of each county in which any part of the Mortgaged Property is situated. Grantor is the debtor and Beneficiary is the secured party. This Deed of Trust shall also be effective as a financing statement covering any other Property and may be filed in any other appropriate filing or recording office. Regarding Grantor as debtor, Grantor's mailing address, type and state of organization and organizational identification number are set forth on the cover page of this Deed of Trust. Regarding Beneficiary as secured party, Beneficiary's mailing address is set forth on the cover page of this Deed of Trust.

Section 3.2 **Reproduction of Deed of Trust as Financing Statement.** A photographic or other reproduction of this Deed of Trust or of any financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in Section 3.1.

Section 3.3 **Filing of Financing Statement.** Beneficiary shall have the right, without the consent or joinder of Grantor, to execute and file with any governmental authority such financing statements, financing statement amendments and continuation statements as may, in the reasonable discretion of Beneficiary, be necessary or advisable to maintain, perfect or otherwise evidence the Lien of Beneficiary in and to any of the Property. Grantor, as debtor, hereby expressly authorizes Beneficiary, as secured party, to file any such financing statement without the signature of Grantor to the extent permitted by applicable Law.

ARTICLE 4
MISCELLANEOUS

Section 4.1 **Release.** If the Note is paid in full or is converted into equity in accordance with the terms thereof, then this conveyance shall be released at Grantor's request; otherwise, it shall remain in full force and effect.

Section 4.2 **Headings.** The captions, headings, and arrangements used in this Deed of Trust are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 4.3 **Notices.** Whenever this Deed of Trust requires or permits any consent, approval, notice, request or demand from one party to another, the consent, approval, notice, request, or demand must be in writing to be effective and shall be deemed to have been given on the day personally delivered or, if mailed, on the day it is enclosed in an envelope, properly stamped, sealed and deposited in a post office or official depository maintained by the United States Postal Service, certified mail, return receipt requested, addressed to the party to be notified at the address stated below (or at such other address as may have been designated by written notice):

If to Grantor: **Rockdale Resources Corporation**
 5114 Balcones Woods Drive, Suite 307-511
 Austin, TX 78759

If to Beneficiary: **Rick Wilber**
 10360 Kestrel Street
 Plantation, FL 33324

Section 4.4 **Governing Law.** THIS DEED OF TRUST IS INTENDED TO BE PERFORMED IN THE STATE OF TEXAS, AND THE SUBSTANTIVE LAWS OF SUCH STATE AND OF THE UNITED STATES OF AMERICA SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS DEED OF TRUST. HOWEVER, ANYTHING IN THIS DEED OF TRUST TO THE CONTRARY NOTWITHSTANDING, THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS RELATING TO THE VALIDITY, CONSTRUCTION AND INTERPRETATION OF THE NOTE AND TO USURY AND PERMISSIBLE INTEREST AND SIMILAR CHARGES AND AMOUNTS SHALL GOVERN ALL ASPECTS OF THIS DEED OF TRUST.

Section 4.5 **Definitions.** In addition to the terms defined elsewhere herein, as used herein, the following terms shall have the meanings indicated:

“**Beneficiary**” means Rick Wilber, an individual

“**Code**” means the Uniform Commercial Code of the State of Texas.

“**default**” has the meaning given such term in Section 2.1 hereof.

“**Grantor**” has the meaning given such term in the introductory paragraph hereof.

“**Grantor’s successors**” means each and all of the immediate and remote successors, assigns, heirs, executors, administrators, and legal representatives of Grantor.

“**Hydrocarbons**” has the meaning given such term in Paragraph II under the heading of “Conveyance and Grant of Lien” in this Deed of Trust.

“**Lands**” has the meaning given such term in Paragraph I under the heading of “Conveyance and Grant of Lien” in this Deed of Trust.

“**Laws**” means all applicable constitutions, treaties, statutes, laws, ordinances, regulations, orders, writs, injunctions or decrees of the United States or of any state, commonwealth, county, parish, municipality or Tribunal.

“**Lien**” means any lien, mechanic’s lien, materialman’s lien, pledge, conditional sale agreement, title retention agreement, financing lien, production payment, security interest, mortgage, deed of trust or other encumbrance, whether arising by agreement or under Law.

“**Mortgaged Property**” has the meaning given such term under the heading of “Conveyance and Grant of Lien” in this Deed of Trust.

“**Note**” has the meaning given to such term in Article 1 hereof.

“**Person**” means any individual, firm, corporation, association, partnership, joint venture, company, trust, Tribunal or other entity.

“**Production**” has the meaning given such term in Paragraph (b) under the heading of “Security Interest” in this Deed of Trust.

“**Property**” has the meaning given such term in Paragraph (c) under the heading of “Security Interest” in this Deed of Trust.

“**sale**” has the meaning given such term in Subsection 2.2(d) hereof.

“**Section**” means a section of this Deed of Trust, unless specifically indicated otherwise.

“**Subject Interests**” has the meaning given such term in Paragraph I under the heading of “Conveyance and Grant of Lien” in this Deed of Trust.

“**Subject Leases**” has the meaning given such term in Paragraph I under the heading of “Conveyance and Grant of Lien” in this Deed of Trust.

“**Tribunal**” means any court or any governmental department, commission, board, bureau, agency or instrumentality of the United States or of any state, commonwealth, nation, territory, possession, county, parish or municipality, whether now or hereafter constituted and/or existing.

“**Trustee**” means the Person who is at the time the duly appointed trustee or successor or substitute trustee under this Deed of Trust at the time in question.

Whenever herein the singular number is used, the same shall include the plural where appropriate, and vice versa, and words of any gender shall include each other gender where appropriate. Article, Paragraph, Section, Schedule, and Exhibit references are to Articles, Paragraphs, and Sections of and Schedules and Exhibits to this Deed of Trust, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust. As used herein, the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

Section 4.6 **Multiple Counterparts**. This Deed of Trust has simultaneously been executed in a number of identical counterparts, each of which shall be deemed an original, and all of which are identical.

Section 4.7 **Binding Effect**. This Deed of Trust is binding upon Grantor and Grantor’s successors and shall inure to the benefit of Beneficiary and its successors and assigns, and the provisions hereof shall likewise be covenants running with the Lands.

Section 4.8 **Controlling Document**. In the event of a conflict between the terms and provisions of this Deed of Trust and the terms and provisions of the Note, the terms and provisions of the Note shall control.

[Remainder of page intentionally left blank. Signature page follows.]

EXECUTED on the date(s) of the acknowledgment(s) below, to be effective as of the date first set forth above.

GRANTOR:

ROCKDALE RESOURCES CORPORATION

By: _____ /s/ Marc Spezialy
Marc Spezialy
Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 31 day of December, 2013, by Marc Spezialy, as Chief Executive Officer of Rockdale Resources Corporation, a Colorado corporation, on behalf of said corporation.

Demeson _____

William G.
Notary Public, State of Texas

DEED OF TRUST – Signature Page

EXHIBIT A

All of Grantor's right, title and interest in a 2.0-acre proration unit (the "**A 13 Proration Unit**") forming a square with the A 13 Well (as defined below) in the center and the north line of which is parallel to the north line of the Lease (as defined below) together with all of Grantor's right, title and interest in the following interests in the Lease, leases with which the Lease is unitized or pooled and any associated agreements **INSOFAR** and **ONLY INSOFAR** as such interests are necessary to produce from the A 13 Proration Unit and the A 13 Well at their full capacity and/or to recomplete or otherwise re-establish or enhance production therefrom: (i) all rights, benefits, and powers conferred upon the owner(s) of said A 13 Proration Unit and A 13 Well with respect to the use and occupation of the surface of the lands covered thereby and (ii) any rights, options, titles, and interests of Grantor necessary to produce from said A 13 Proration Unit and A 13 Well.

As used in this Exhibit A, (A) the "**A 13 Well**" means Noack Farms A 13 Well, API Number 42-331-34814, with a surface location of 544.6' from the south line and 457.0' from the east line of the Lease, 6,480' from the north line of the James Reese Survey (A-303), and 3,635.8' from the west line of the James A. Prewitt Survey (A-288), latitude 30°36'51.339" N, longitude 96°59'34.961" W, Milam County, Texas and (B) the "**Lease**" means that certain Paid Up Oil and Gas Lease dated as of June 3, 2013, between Noack Farms, LLC, as lessor, and Rockdale Resources Corporation, as lessee, as recorded in Volume 1210, Page 247 of the Official Records of Milam County, Texas, covering that certain 623.29-acre tract, more or less, out of the James Reese League, A-303, in Milam County, Texas, being the same lands described in 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 Special Warranty Deed dated September 29, 2008, recorded in Volume 1091, page 87 of the Official Records of Milam County, Texas.

Milam County, Texas

**AMENDED AND RESTATED DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT
AND
FINANCING STATEMENT**

Dated as of December 30, 2013

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

THIS INSTRUMENT COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT COVERS AS-EXTRACTED COLLATERAL; THE INTEREST OF GRANTOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD OR WELLHEADS OF THE WELL OR WELLS LOCATED ON THE REAL PROPERTY DESCRIBED HEREIN.

THIS INSTRUMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTIES REFERENCED IN EXHIBIT A HERETO, AND SUCH FILING SHALL SERVE, AMONG OTHER PURPOSES, AS A FINANCING STATEMENT FOR AS-EXTRACTED COLLATERAL.

GRANTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED HEREIN.

For purposes of filing this Deed of Trust as a financing statement: Grantor is the debtor and Beneficiary is the secured party. Grantor is a corporation organized under the Laws of the State of Colorado, its organizational identification number is CO 20021010602, and its mailing address is 5114 Balcones Woods Drive, Suite 307-511, Austin, TX 78759. Beneficiary's mailing address is 10360 Kestrel Street, Plantation, FL 33324.

Please return this document with filing information
to

Rick Wilber
10360 Kestrel Street
Plantation, FL 33324

**AMENDED AND RESTATED DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT
AND FINANCING STATEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDED AND RESTATED DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "*Deed of Trust*") is made and entered into as of December 30, 2013, by ROCKDALE RESOURCES CORPORATION, a Colorado corporation ("*Grantor*"), to Mayra Diego ("*Trustee*") and RICK WILBER, an individual ("*Beneficiary*"). The addresses of Grantor and Beneficiary appear on the cover page and in Section 4.3 of this Deed of Trust. Capitalized terms not defined in the body of this Deed of Trust are defined in Section 4.5 hereof.

R E C I T A L S

A. Grantor has heretofore executed and delivered to Trustee, for the benefit of Beneficiary, that certain Deed of Trust, Mortgage, Security Agreement and Financing Statement dated as of June 17, 2013 (the "*Original Deed of Trust*"), covering the real and personal properties described therein.

B. Beneficiary has extended a credit facility to Grantor which is evidenced by the Note as defined and described in Article 1 hereof.

C. Grantor is an owner of the properties described on Exhibit A to this Deed of Trust. Grantor desires to mortgage the property as described on Exhibit A hereto in order to secure the Note.

NOW, THEREFORE, Grantor and Beneficiary agree to amend and restate the Original Deed of Trust as follows:

CONVEYANCE AND GRANT OF LIEN

Grantor, to secure payment and performance of the Note, and for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other valuable consideration in hand paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, and for and in consideration of the debt and trusts hereinafter mentioned, has **GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, and CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, and CONVEY**, unto Trustee, for the benefit of Beneficiary, and to Trustee's successor or successors or substitutes in this trust, with power of sale, the real and personal properties, rights, titles, interests, and estates described or to which reference is made in Paragraphs I and II, below (herein collectively called the "*Mortgaged Property*"), to-wit:

Paragraph I. Oil and Gas Leases and Other Properties. All of Grantor's right, title and interest in and to (i) the oil, gas and mineral leases described on Exhibit A attached hereto and made a part hereof for all purposes and incorporated herein by reference as fully as if copied verbatim, limited, however, as set forth therein (the "*Subject Leases*"); (ii) the oil, gas and other minerals in and under the lands covered by the Subject Leases (the "*Lands*"); and (iii) the oil, gas and other mineral interests and estates in and under the Lands including working interests, royalties, overriding royalties, net profits interests and production payments (the "*Subject Interests*"); and

Paragraph II. Hydrocarbons. All of Grantor's right, title and interest in and to all oil, gas, casinghead gas, drip gasoline, natural gasoline and condensate, all other liquid and gaseous hydrocarbons, and all other minerals, whether similar to the foregoing or not (herein collectively called "*Hydrocarbons*"), now or hereafter accruing to or produced from the Subject Interests and/or to which Grantor now or hereafter may be entitled as a result of or by virtue of its record and/or beneficial ownership of any one or more of the Subject Interests.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, privileges, contracts, and appurtenances now or hereafter at any time before the foreclosure or release hereof in anywise appertaining or belonging thereto, unto Trustee and to Trustee's successors or substitutes hereunder and to their successors and assigns, forever.

This conveyance is made in trust, however, upon the terms and provisions hereinafter set out to secure the full and final payment and performance of the Note.

SECURITY INTEREST

To further secure the Note, Grantor hereby grants to Beneficiary a security interest in the entire interest of Grantor in and to:

- (a) the Mortgaged Property;
- (b) all as-extracted collateral and all oil, gas and other Hydrocarbons and minerals produced from or allocated to the Mortgaged Property, and any products processed or obtained therefrom (herein collectively called the "**Production**"), and all Liens in the Production securing payment of the proceeds of the Production, including those Liens provided under statutes enacted in the jurisdictions in which the Mortgaged Property is located;
- (c) all proceeds of the foregoing (collectively, the "**Property**").

Upon the occurrence of any default, Beneficiary is and shall be entitled to all of the rights afforded a secured party by the Code with reference to with personal property included within the Property, or Trustee or Beneficiary may proceed as to both the real and personal property covered hereby in accordance with the rights granted under this Deed of Trust with respect to the real property covered hereby. Such rights shall be cumulative and in addition to those granted to Trustee or Beneficiary under any other provision of this Deed of Trust or under any other instrument executed in connection with or as security for all or any part of the Note.

ARTICLE 1 **SECURED OBLIGATION**

This Deed of Trust is made to secure and enforce that certain Convertible Secured Promissory Note dated as of June 17, 2013, made by Grantor and payable to the order of Beneficiary in the original principal amount of \$350,000, bearing interest as specified therein, being payable as provided therein, and, if not sooner matured (by acceleration or otherwise), finally maturing as provided therein (as the same may be supplemented, amended, modified, extended and renewed, being referred to herein as the "**Note**").

ARTICLE 2 **DEFAULTS AND REMEDIES**

Section 2.1 **Defaults**. The term "**default**" as used herein shall mean an Event of Default under and as defined in the Note.

Section 2.2 **Remedies**. If a default shall occur and be continuing, Beneficiary may, at its option, do any one or more of the following to the extent permitted by applicable Law:

(a) Foreclosure. Beneficiary may request Trustee to proceed with foreclosure, and in such event Trustee is hereby authorized and empowered, and it shall be his duty, upon such request of Beneficiary, and to the extent permitted by applicable Law, to sell all or any part of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by applicable Law, or in the absence of any such requirement, as Trustee and/or Beneficiary may deem appropriate, and to make conveyance to the purchaser or purchasers thereof. Any sale of any part of the Mortgaged Property shall be made to the highest bidder or bidders for cash, at the courthouse door of, or at such other place as may be required or permitted by applicable Law in, the county (or judicial district) wherein the Lands included within the Mortgaged Property to be sold is situated; provided that if the Lands are situated in more than one county (or judicial district), such sale of the Mortgaged Property, or any part thereof, may be made in any county (or judicial district) wherein any part of the Lands included within the Mortgaged Property to be sold is situated. Any such sale shall be made at public outcry, on the day of any month, during the hours of such day and after written notices thereof have been publicly posted in such places and for such time periods and after all Persons entitled to notice thereof have been sent such notice, all as required by applicable Law in effect at the time of such sale; and nothing herein shall be deemed to require Beneficiary or Trustee to do, and Beneficiary and Trustee shall not be required to do, any act other than as required by applicable Law in effect at the time of such sale. Any such sale may be as a whole or in such parcels as Trustee may select. After such sale, Trustee shall make to the purchaser or purchasers thereunder good and sufficient deeds and assignments, in the name of Grantor, conveying the Mortgaged Property, or part thereof, so sold to the purchaser or purchasers. Sale of a part of the Mortgaged Property shall not exhaust the power of sale, but sales may be made from time to time until the Note is paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the personal property included in the Property. In addition to the rights and powers of sale granted under the preceding provisions of this Subsection 2.2(a), if default is made in the payment of any installment of the Note, Beneficiary, at its option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Note to be due and payable may orally or in writing direct Trustee to enforce this trust and to sell the Mortgaged Property subject to such unmatured portion of the Note and the Liens securing its payment, in the same manner, on the same terms, at the same place and time, and after having given notice in the same manner, all as provided in the preceding provisions of this Subsection 2.2(a). After such sale, Trustee shall make due conveyance to the purchaser or purchasers. Sales made without maturing the Note may be made hereunder whenever there is a default in the payment of any installment of the Note without exhausting the power of sale granted hereby, and without affecting in any way the power of sale granted under this Subsection 2.2(a) on the unmatured balance of the Note (except as to any proceeds of any sale which Beneficiary may apply as a prepayment on the Note) or the Liens securing payment of the Note. It is intended by each of the foregoing provisions of this Subsection 2.2(a) that Trustee may, after any request or direction by Beneficiary, sell, not only the Subject Interests included within, but also, all other items constituting a part of, the Mortgaged Property, or any part thereof, along with the Lands, or any part thereof, included within the Mortgaged Property all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. In the event of the resignation (such resignation being hereby authorized for any reason) or death of Trustee, or his failure, refusal or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or, at the option of Beneficiary, without cause, Beneficiary may appoint, in writing, a substitute trustee, who shall thereupon succeed to all the estates, titles, rights, powers and trusts herein granted to and vested in Trustee. In the event of the resignation (such resignation being hereby authorized for any reason) or death of any such substitute trustee, or his failure, refusal or inability to make such sale or perform such trusts, or, at the option of Beneficiary, without cause, successive substitute trustees may thereafter, from time to time, be appointed by Beneficiary in the same manner. Trustee may appoint, in writing, any one or more Persons as Trustee's agent and attorney-in-fact to act as Trustee under him and in his name, place and stead, to perform any one or more acts necessary or incident to any sale under the power of sale granted under the preceding provisions of this Subsection 2.2(a), including the posting and filing of any notices, the conduct of such sale and the execution and delivery of any instruments conveying the Mortgaged Property so sold, but in the name and on behalf of Trustee. All acts done or performed by any such agent and attorney-in-fact shall be valid, lawful and binding as if done or performed by Trustee.

(b) **Suit.** Beneficiary may proceed by suit or suits, at Law or in equity, to enforce the payment and performance of the Note in accordance with the terms hereof, to foreclose the Liens of this Deed of Trust as against all or any part of the Mortgaged Property and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction.

(c) **Appointment of Receiver.** Beneficiary, as a matter of right and without regard to the sufficiency of the security, and without any showing of insolvency, fraud or mismanagement on the part of Grantor, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers of the Mortgaged Property, or any part thereof, and of the income, rents, issues and profits thereof.

(d) **Disposition of Personal Property.** After notification, if any, as hereafter provided in this Subsection 2.2(d), Beneficiary may sell, lease or otherwise dispose of, at the office of Beneficiary, or on the Lands, or elsewhere, as chosen by Beneficiary, all or any part of the personal property included within the Property, in its then condition, or following any commercially reasonable preparation or processing, and each sale (as used in this Subsection 2.2(d)), the term “*sale*” means any such sale, lease, or other disposition made pursuant to this Subsection 2.2(d) may be a unit or in parcels, by public or in private proceedings, and by way of one or more contracts, and, at any sale, it shall not be necessary to exhibit such personal property, or part thereof, being sold, leased or otherwise disposed of. The sale of any part of such personal property shall not exhaust Beneficiary’s power of sale, but sales may be made from time to time until the Note is paid and performed in full. Reasonable notification of the time and place of any public sale pursuant to this Subsection 2.2(d), or reasonable notification of the time after which any private sale is to be made pursuant to this Subsection 2.2(d), shall be sent to Grantor and to any other Person entitled under the Code to notice. It is agreed that notice sent or given not less than twenty-one (21) calendar days prior to the taking of the action to which the notice relates, is reasonable notification and notice for such purposes of this Subsection 2.2(d).

Section 2.3 **Purchase of Mortgaged Property by Beneficiary.** If Beneficiary is the purchaser of the Mortgaged Property, or any part thereof (and it is specifically agreed that Beneficiary may be the purchaser of the Mortgaged Property, or any part thereof, if permitted by applicable Law), at any sale thereof, whether such sale be under the power of sale hereinabove vested in Trustee, or upon any other foreclosure of the Liens hereof, or otherwise, Beneficiary shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of the Liens of these presents.

Section 2.4 **Application of Proceeds.** The proceeds from any sale, lease or other disposition made pursuant to this Article 2 shall be applied by Trustee, or by Beneficiary, as the case may be, first to the payment of any and all expenses incurred by Trustee or Beneficiary in foreclosing upon the Property and carrying out such sale (including any attorneys’ fees); second to the payment of any fees assessed by Trustee; third to the payment or prepayment of the Note, whether or not matured, as may be determined by Beneficiary in its sole discretion until the Note is paid in full; and fourth, to the extent any proceeds remain, to Grantor.

Section 2.5 **Abandonment of Sale.** In the event a foreclosure hereunder should be commenced by Trustee in accordance with Subsection 2.2(a), Beneficiary may at any time before the sale direct Trustee to abandon the sale, and exercise any other remedies available to Beneficiary.

ARTICLE 3
FINANCING STATEMENT

Section 3.1 **Effective as a Financing Statement.** This Deed of Trust shall be effective as a financing statement covering as-extracted collateral, minerals or the like (including oil and gas) and accounts arising out of the sale at the wellhead or minehead of the wells or mines located on the Mortgaged Property of oil, gas, or other minerals in which Grantor has an interest before extraction, and is to be filed for record in the real property records of each county in which any part of the Mortgaged Property is situated. Grantor is the debtor and Beneficiary is the secured party. This Deed of Trust shall also be effective as a financing statement covering any other Property and may be filed in any other appropriate filing or recording office. Regarding Grantor as debtor, Grantor's mailing address, type and state of organization and organizational identification number are set forth on the cover page of this Deed of Trust. Regarding Beneficiary as secured party, Beneficiary's mailing address is set forth on the cover page of this Deed of Trust.

Section 3.2 **Reproduction of Deed of Trust as Financing Statement.** A photographic or other reproduction of this Deed of Trust or of any financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in Section 3.1.

Section 3.3 **Filing of Financing Statement.** Beneficiary shall have the right, without the consent or joinder of Grantor, to execute and file with any governmental authority such financing statements, financing statement amendments and continuation statements as may, in the reasonable discretion of Beneficiary, be necessary or advisable to maintain, perfect or otherwise evidence the Lien of Beneficiary in and to any of the Property. Grantor, as debtor, hereby expressly authorizes Beneficiary, as secured party, to file any such financing statement without the signature of Grantor to the extent permitted by applicable Law.

ARTICLE 4
MISCELLANEOUS

Section 4.1 **Release.** If the Note is paid in full or is converted into equity in accordance with the terms thereof, then this conveyance shall be released at Grantor's request; otherwise, it shall remain in full force and effect.

Section 4.2 **Headings.** The captions, headings, and arrangements used in this Deed of Trust are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 4.3 **Notices.** Whenever this Deed of Trust requires or permits any consent, approval, notice, request or demand from one party to another, the consent, approval, notice, request, or demand must be in writing to be effective and shall be deemed to have been given on the day personally delivered or, if mailed, on the day it is enclosed in an envelope, properly stamped, sealed and deposited in a post office or official depository maintained by the United States Postal Service, certified mail, return receipt requested, addressed to the party to be notified at the address stated below (or at such other address as may have been designated by written notice):

If to Grantor: **Rockdale Resources Corporation**
 5114 Balcones Woods Drive, Suite 307-511
 Austin, TX 78759

If to Beneficiary: **Rick Wilber**
 10360 Kestrel Street
 Plantation, FL 33324

Section 4.4 **Governing Law.** THIS DEED OF TRUST IS INTENDED TO BE PERFORMED IN THE STATE OF TEXAS, AND THE SUBSTANTIVE LAWS OF SUCH STATE AND OF THE UNITED STATES OF AMERICA SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS DEED OF TRUST. HOWEVER, ANYTHING IN THIS DEED OF TRUST TO THE CONTRARY NOTWITHSTANDING, THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS RELATING TO THE VALIDITY, CONSTRUCTION AND INTERPRETATION OF THE NOTE AND TO USURY AND PERMISSIBLE INTEREST AND SIMILAR CHARGES AND AMOUNTS SHALL GOVERN ALL ASPECTS OF THIS DEED OF TRUST.

Section 4.5 **Definitions.** In addition to the terms defined elsewhere herein, as used herein, the following terms shall have the meanings indicated:

“**Beneficiary**” means Rick Wilber, an individual

“**Code**” means the Uniform Commercial Code of the State of Texas.

“**default**” has the meaning given such term in Section 2.1 hereof.

“**Grantor**” has the meaning given such term in the introductory paragraph hereof.

“**Grantor’s successors**” means each and all of the immediate and remote successors, assigns, heirs, executors, administrators, and legal representatives of Grantor.

“**Hydrocarbons**” has the meaning given such term in Paragraph II under the heading of “Conveyance and Grant of Lien” in this Deed of Trust.

“**Lands**” has the meaning given such term in Paragraph I under the heading of “Conveyance and Grant of Lien” in this Deed of Trust.

“**Laws**” means all applicable constitutions, treaties, statutes, laws, ordinances, regulations, orders, writs, injunctions or decrees of the United States or of any state, commonwealth, county, parish, municipality or Tribunal.

“**Lien**” means any lien, mechanic’s lien, materialman’s lien, pledge, conditional sale agreement, title retention agreement, financing lien, production payment, security interest, mortgage, deed of trust or other encumbrance, whether arising by agreement or under Law.

“**Mortgaged Property**” has the meaning given such term under the heading of “Conveyance and Grant of Lien” in this Deed of Trust.

“**Note**” has the meaning given to such term in Article 1 hereof.

“**Person**” means any individual, firm, corporation, association, partnership, joint venture, company, trust, Tribunal or other entity.

“**Production**” has the meaning given such term in Paragraph (b) under the heading of “Security Interest” in this Deed of Trust.

“**Property**” has the meaning given such term in Paragraph (c) under the heading of “Security Interest” in this Deed of Trust.

“**sale**” has the meaning given such term in Subsection 2.2(d) hereof.

“**Section**” means a section of this Deed of Trust, unless specifically indicated otherwise.

“**Subject Interests**” has the meaning given such term in Paragraph I under the heading of “Conveyance and Grant of Lien” in this Deed of Trust.

“**Subject Leases**” has the meaning given such term in Paragraph I under the heading of “Conveyance and Grant of Lien” in this Deed of Trust.

“**Tribunal**” means any court or any governmental department, commission, board, bureau, agency or instrumentality of the United States or of any state, commonwealth, nation, territory, possession, county, parish or municipality, whether now or hereafter constituted and/or existing.

“**Trustee**” means the Person who is at the time the duly appointed trustee or successor or substitute trustee under this Deed of Trust at the time in question.

Whenever herein the singular number is used, the same shall include the plural where appropriate, and vice versa, and words of any gender shall include each other gender where appropriate. Article, Paragraph, Section, Schedule, and Exhibit references are to Articles, Paragraphs, and Sections of and Schedules and Exhibits to this Deed of Trust, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust. As used herein, the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

Section 4.6 **Multiple Counterparts.** This Deed of Trust has simultaneously been executed in a number of identical counterparts, each of which shall be deemed an original, and all of which are identical.

Section 4.7 **Binding Effect.** This Deed of Trust is binding upon Grantor and Grantor’s successors and shall inure to the benefit of Beneficiary and its successors and assigns, and the provisions hereof shall likewise be covenants running with the Lands.

Section 4.8 **Controlling Document.** In the event of a conflict between the terms and provisions of this Deed of Trust and the terms and provisions of the Note, the terms and provisions of the Note shall control.

Section 4.9 **Amendment and Restatement.** It is the desire and intent of Grantor and Beneficiary to renew all liens, rights, powers, privileges, superior titles, estates and security interests existing by virtue of the Original Deed of Trust and in connection therewith, it is understood and agreed that this Deed of Trust amends and restates (but does not novate, extinguish or discharge) the Original Deed of Trust in its entirety. This Deed of Trust renews and extends all liens, rights, powers, privileges, superior titles, estates and security interests existing by virtue of the Original Deed of Trust without interruption or lapse, but the terms, provisions and conditions of such liens, rights, powers, privileges, superior titles, estates and security interests shall hereafter be governed by this Deed of Trust and any amendments or supplements hereto.

[Remainder of page intentionally left blank. Signature page follows.]

EXECUTED on the date(s) of the acknowledgment(s) below, to be effective as of the date first set forth above.

GRANTOR:

ROCKDALE RESOURCES CORPORATION

By: /s/ Marc Spezialy
Marc Spezialy
Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 31 day of December, 2013, by Marc Spezialy, as Chief Executive Officer of Rockdale Resources Corporation, a Colorado corporation, on behalf of said corporation.

 /s/ William G. Demeson
Notary Public, State of Texas

DEED OF TRUST – Signature Page

EXHIBIT A

All of Grantor's right, title and interest in (a) a 2.0-acre proration unit (the "**A 8 Proration Unit**") forming a square with the A 8 Well (as defined below) in the center and the north line of which is parallel to the north line of the Lease (as defined below), (b) a 2.0-acre proration unit (the "**A 9 Proration Unit**") forming a square with the A 9 Well (as defined below) in the center and the north line of which is parallel to the north line of the Lease, and (c) a 2.0-acre proration unit (the "**A 12 Proration Unit**", together with the A 8 Proration Unit and the A 9 Proration Unit, collectively, the "**Proration Units**") forming a square around the A 12 Well (as defined below) in the center and the north line of which is parallel to the north line of the Lease, in each case, together with all of Grantor's right, title and interest in the following interests in the Lease, leases with which the Lease is unitized or pooled and any associated agreements **INSOFAR** and **ONLY INSOFAR** as such interests are necessary to produce from the Proration Units and the Wells (as defined below) at their full capacity and/or to recomplete or otherwise re-establish or enhance production therefrom: (i) all rights, benefits, and powers conferred upon the owner(s) of said Proration Units and Wells with respect to the use and occupation of the surface of the lands covered thereby and (ii) any rights, options, titles, and interests of Grantor necessary to produce from said Proration Units and Wells.

As used in this Exhibit A, (A) the "**A 8 Well**" means the Noack Farms A 8 well, API Number 42-331-34767, with a surface location of 1,584.1' from the north line and 346.2' from the east line of the Lease, 4,240' from the north line of the James Reese Survey (A-303), and 2,743.9' from the west line of the James A. Prewitt Survey (A-288), latitude 30°37'16.199" N, longitude 96°59'30.903" W, Milam County, Texas, (B) the "**A 9 Well**" means the Noack Farms A 9 Well, API Number 42-331-34769, with a surface location of 1,736.4' from the north line and 819.8' from the east line of the Lease, 4,400' from the north line of the James Reese Survey (A-303), and 3,343.1' from the west line of the James A. Prewitt Survey (A-288), latitude 30°37'12.727" N, longitude 96°59'36.737" W, Milam County, Texas, (C) the "**A 12 Well**" means the Noack Farms A 12 well, API Number 42-331-34766, with a surface location of 2,523.7' from the north line and 387.6' from the east line of the Lease, 5,180' from the north line of the James Reese Survey (A-303), and 2,938.2' from the west line of the James A. Prewitt Survey (A-288), latitude 30°37'05.754" N, longitude 96°59'32.549" W, Milam County, Texas, (D) "**Wells**" means, collectively, the A 8 Well, the A 9 Well and the A 12 Well, and (E) the "**Lease**" means that certain Paid Up Oil and Gas Lease dated as of June 3, 2013, between Noack Farms, LLC, as lessor, and Rockdale Resources Corporation, as lessee, as recorded in Volume 1210, Page 247 of the Official Records of Milam County, Texas, covering that certain 623.29-acre tract, more or less, out of the James Reese League, A-303, in Milam County, Texas, being the same lands described in 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 Special Warranty Deed dated September 29, 2008, recorded in Volume 1091, page 87 of the Official Records of Milam County, Texas.

