MEMORANDUM OF OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

Title: TRUSTEE

8

Be it remembered that on the 14th day of January, 2006 an Oil, Gas and Mineral Lease was made and entered into between Bisbee Baptist Church of Mansfield as Lessor, whose address is 3001 Gertie Barrett Road, Mansfield, Texas 76063 and Carrizo Oil & Gas, Inc., whose address is 1000 Louisiana, Suite 1500, Houston, Texas 77002 as Lessee, pursuant to which Lessor granted Lessee, an Oil, Gas and Mineral Lease covering the following described lands:

That certain tract or parcel of land out of the M.E.P. & P.R.R. Co. Survey, Abstract No. 1828, Tarrant County, Texas, being described in that certain Deed dated August 4, 2003 by and between Robert Miller, Ill and Shawn Kitchens, d/b/a K & M Properties as Grantor and Bisbee Baptist Church of Mansfield as Grantee, recorded in D203377623 of the Official Public Records, Tarrant County, Texas;

That certain tract or parcel of land out of the M.E.P. & P.R.R. Co. Survey, Abstract No. 1828, Tarrant County, Texas, being described in that certain Deed dated January 23, 1997 by and between Bisbee Baptist Church, Inc. as Grantor and Bisbee Baptist Church of Mansfield as Grantee, recorded in D197015643 of the Official Public Records, Tarrant County, Texas;

That certain tract or parcel of land out of the M.E.P. & P.R.R. Co. Survey, Abstract No. 1828 and the J.M. Teague Survey, Abstract No. 2014, Tarrant County, Texas, being described in that certain Deed dated January 23, 1997 by and between The Trustees of the Bisbee Baptist Church, a/k/a Bisbee Baptist Church, Inc. as Grantor and Bisbee Baptist Church of Mansfield as Grantee, recorded in D197015642 of the Official Public Records, Tarrant County, Texas, IN ALL containing 6.94 acres, more or less.

The said Oil, Gas and Mineral Lease is granted exclusively unto Lessee, its successors and assigns, for the sole and only purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipelines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products.

The subject Oil, Gas and Mineral Lease shall have a primary term of three (3) years from the above date, and shall remain in effect so long thereafter as therein provided.

A copy of the executed Oil, Gas and Mineral Lease herein referred to is found at the address of Lessor as listed above, or at the office of the Lessee in Houston, Texas at the address listed above. In the event any provisions of this Memorandum are determined to be in conflict with the provisions of the said Oil, Gas and Mineral Lease, the terms and provisions of the Oil, Gas and Mineral Lease shall prevail.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set out in the acknowledgement below to evidence of record in the Official Records of the County Clerk of Tarrant, County, Texas, the existence of said Oil, Gas and Mineral Lease and for all other purposes.

LESSOR:	LESSOR:
By: W. E. Keed	By: George Ce Lower
Title: TRUSTEE	Title: TRUSTEE
By: Virail Laylor	

ACKNOWLEDGEMENTS

THE STATE OF TEXAS			
COUNTY OF TARRANT			
This instrument was acknowledged			d
<u>W.E, REED</u> ,_	TRUSTEE	of the Bisbee Ba	aptist Church of Mansfield, a
GINGER HIGH NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES: APRIL 29, 2008	Notal	on. ALZ TY Public's Signature AU GEV HIGH	
THE STATE OF TEXAS			
COUNTY OF TARRANT			
This instrument was acknowledged	before me on the	1 day of Junuar	, 2006 by
GEORGE A. LOWERY,	TRUSTEE	of the Bisbee Ba	aptisa Church of Mansfield, a
GINGER HIGH MOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES: APRIL 29, 2008	·	y Public's Signature	<u></u> H
THE STATE OF TEXAS			
COUNTY OF TARRANT			
This instrument was acknowledged	before me on the	day of Julian of the Bisbee Ba	, 2006 by aptist Church of Mansfield, a
Texas nonprofit corporation, on bel	nalf of said corporation	on.	
GINGER HIGH NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPERS:	Notar (Public's Signature Auger Hig	





WOODSTONE RESOURCES 6420 RICHMOND AVE STE 210 HOUSTON TX 77057

Submitter: DIRK FISHER

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

\$20.00



D206305970

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



Woodstone Resources, L.L.C. 7500 SAN FELIPE STREET, SUITE 475 HOUSTON, TX, 77063 PH (713) 706-3090 March 19, 2008

TO:

BISBEE BAPTIST CHURCH OF MANSFIELD, 3001 Gertie Barrett Road Mansfield, Texas 76063-8599

RE: Consent to Increase Pooled Unit Size

Dear [Trustees of] BISBEE BAPTIST CHURCH OF MANSFIELD:

It is hereby agreed that Paragraph No. 18 of the Paid Up Oil and Gas Lease dated January 14th, 2006 between **BISBEE BAPTIST CHURCH OF MANSFIELD** as Lessor(s) and Carrizo Oil & Gas, Inc. as lessee recorded in **D206305970** of the Official Public Records, Tarrant County, Texas shall be changed to allow for pooling of the leased premises in a pooled unit to not exceed 360 acres plus a tolerance of 20% in lieu of the original language in the lease that limited a pooled unit involving the leased premises to 160 acres.

Insofar as is necessary, said Lease is amended hereby, and remains in full force and effect.

Agr	reed to and accepted this day of March, 2008.
Ву:	GEORGE A. LOWERY, TRUSTEE OF THE BIBLE BAPTIST CHURCH OF MANSFIELD
Ву:	· · · · · · · · · · · · · · · · · · ·
Ву:	W. E. REED, TRUSTEE OF THE BIBLE BAPTIST CHURCH OF MANSFIELD

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

PAID UP OIL AND GAS LEASE

PROD 88 5/04

THIS LEASE AGREEMENT is made as of the 14th day of January, 2006 between BISBEE BAPTIST CHURCH OF MANSFIELD, 3001 Gertie Barrett Road, Mansfield, Texas 76063, as Lessor and CARRIZO OIL & GAS, INC., 1000 Louisiana, Suite 1500, Houston, Texas 77002, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions including the completion of blank spaces, were prepared jointly by Lessor and Lessee.

1. Description. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises.

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF THIS LEASE

SEE EXHIBIT "B" ATTACHED HERETO FOR ADDITIONAL PROVISIONS (15-20) OF THIS LEASE

In the County of Tarrant, State of Texas, containing 6.94 acres, more or less, (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas along with all hydrocarbon and nonhydrocarbon substances produced in association herewith. The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, coalbed methane and other commercial gases, as well a normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

- 2. Term of Lease. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.
- 3. Royalty Payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be twenty-five percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be twenty-five percent (25%) of the proceeds realized by Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price for production of similar quality in the same field (or if there if no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes and any costs incurred by Lessee in treating, processing, delivering and otherwise marketing such production. If at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, and all such wells are either shut in or production therefrom is not being sold by Lessee such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. A shut-in well shall also include a well or wells drilled on the lease premises or lands pooled therewith which appear to the Lessee by the electric log to be productive of oil or gas. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold or produced by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold or produced by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. This lease may not be perpetuated by the shut-in payment for any one period exceeding three (3) consecutive years
- 4. Shut-in Payment. All shut-in royalty payments under this lease shall be paid or tendered directly to Lessor at the above address, or its successors, regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor by deposit in the U.S. Mails in a stamped envelope addressed to the Lessor at the last address known to Lessee shall constitute proper payment.
- 5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or land pooled therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.
- 6. Pooling. Lessee shall have the right, but not the obligation, to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purposes of the forgoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of loss than 100,000 cubic feet per barrel and "gas well" means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total

unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well the unit shall be revised if necessary to conform to the pooling criteria that actually exists. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

- 7. Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties, and shut-in royalties payable hereunder for any well on any part of the leased premises or land pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by the lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.
- 8. Ownership Changes. The interest of either Lessor or Lessee may be assigned, devised or otherwise transferred in whole or in part by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate at the address designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly, or separately in proportion to the interests which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations hereafter existing with respect to the transferred interests, and failure of the transferred to satisfy such obligations with respect to the transferred interests, shall not effect the rights of Lessee with respect to any interests not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.
- 9. Release of Lease. Lessee may, at any time and from time to time deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.
- 10. Ancillary Rights. In exploring for developing, producing and marketing all oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's well or ponds, in exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial releases or other partial termination of this lease, and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lea
- 11. Regulation and Delay. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.
- 12. Breach or Default. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.
- 13. Warranty of Title. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, through and under Lessor but not otherwise, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

 14. Addendum. An addendum is attached hereto and made a part hereof for all purposes.

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

BISBEE BAPTIST CHURCH OF MANSFIELD

BY: W. E. Keek

TITLE: TRUSTEE

Slovge a Lowery

LESSOR

TRUSTEE

LESSOR

BISBEE BAPTIST CHURCH OF MANSFIELD

BY: Virgil 3 after
TITLE: TRUSTEE

EXHIBIT "A"

Attached hereto and made a part of that certain Oil, Gas & Mineral Lease dated January 14th, 2006 by and between BISBEE BAPTIST CHURCH OF MANSFIELD, as Lessor and CARRIZO OIL & GAS, INC., as Lessee.

That certain tract or parcel of land out of the M.E.P. & P.R.R. Co. Survey, Abstract No. 1828, Tarrant County, Texas, being described in that certain Deed dated August 4, 2003 by and between Robert Miller, III and Shawn Kitchens, d/b/a K & M Properties as Grantor and Bisbee Baptist Church of Mansfield as Grantee, recorded in D203377623 of the Official Public Records, Tarrant County, Texas;

That certain tract or parcel of land out of the M.E.P. & P.R.R. Co. Survey, Abstract No. 1828, Tarrant County, Texas, being described in that certain Deed dated January 23, 1997 by and between Bisbee Baptist Church, Inc. as Grantor and Bisbee Baptist Church of Mansfield as Grantee, recorded in D197015643 of the Official Public Records, Tarrant County, Texas;

That certain tract or parcel of land out of the M.E.P. & P.R.R. Co. Survey, Abstract No. 1828 and the J.M. Teague Survey, Abstract No. 2014, Tarrant County, Texas, being described in that certain Deed dated January 23, 1997 by and between The Trustees of the Bisbee Baptist Church, a/k/a Bisbee Baptist Church, Inc. as Grantor and Bisbee Baptist Church of Mansfield as Grantee, recorded in D197015642 of the Official Public Records, Tarrant County, Texas,

In all, containing 6.94 acres of land, more or less.

SIGNED FOR IDENTIFICATION:

Bisbee Baptist Church of Mansfield
By: W. E. Keed
Title; TRUSTEE
By: Singe a Lowery
Title: TRUSTEE
By: Virgil Daylor
Title: TRUSTEE

EXHIBIT "B"

Attached hereto and made a part of that certain Oil, Gas & Mineral Lease dated January 14, 2006 by and between BISBEE BAPTIST CHURCH OF MANSFIELD, as Lessor and CARRIZO OIL & GAS, INC., as Lessee.

- 15. It is agreed and understood by all parties that the following provisions of this Exhibit shall supersede any provisions to the contrary in the printed lease to which this Exhibit is attached.
- 16. This lease covers only oil, gas, sulfur and other associated hydrocarbons which can be produced out of and from the bore of a well. Solid minerals, other than sulfur, such as iron, coal, sand, gravel, gold and clay are excluded from this lease.
- 17. Notwithstanding anything to the contrary in the printed lease or this Exhibit, this lease does not grant any drill site rights to Lessee and Lessee shall not have the right to conduct any operations on the surface of the leased premises, except seismic and geophysical operations. Nothing contained herein shall limit Lessee's right to drill under any portion of the leased premises.
- 18. Notwithstanding the provisions of Paragraph 6 of the printed lease, if Lessee shall pool the leased premises, any unit so formed shall not exceed 160 acres in size or the acreage necessary to obtain 100% allowable for the unit well, whichever is greater, unless otherwise agreed in writing by Lessor.
- 19. This Lease is specifically limited in scope to only those formations and geologic strata under the described lands located between the surface of the ground and down to and 100 feet below the deepest depths of any well drilled upon the leased premises within the primary term of this lease, provided that if 100 feet below the deepest depth drilled is still within the Barnett Shale formation then the depth shall extend to 100 feet below the base of the Barnett Shale formation
- 20. Notwithstanding anything contained herein to the contrary, Lessee shall never be obligated to pay royalty on products produced, saved and sold by Lessee under this lease based upon a price higher than that realized by Lessee at the point of delivery nor shall Lessor's royalty on products produced, saved and sold by Lessee under this lease be paid based upon a price lower than that realized by Lessee at the point of delivery. For the purpose of this lease, point of delivery shall be defined as that point at which oil and/or gas or any other products produced by Lessee under this lease are no longer owned or controlled by Lessee.

Bisbee Baptist Church of Mansfield By: Storge a Jonery Title: TRUSTEE Title: TRUSTEE Title: TRUSTEE

SIGNED FOR IDENTIFICATION:

ACKNOWLEDGEMENTS

STATE OF TEXAS				
COUNTY OF TARRANT				
This instrument was acknowledged before me	on the 19th day	of Jamuaru	, 2006, by	
W.E.REED	TRUSTEE	•		Mansfield, a Texas nonprofit
corporation, on behalf of said corporation.				• • • • • • • • • • • • • • • • • • •
GINGER HIGH NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES: APRIL 29, 2008		Notary Public for the State Cungerth	e of Texas	
STATE OF TEXAS				
COUNTY OF TARRANT	- 1/-	و.		
This instrument was acknowledged before me	e on the 1978 day	of January	, 2006, by	
VIRGIL TAYLOR		U		Mansfield, a Texas nonprofit
corporation, on behalf of said corporation.				
GINGER HIGH NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES: APRIL 29, 2008		Notary Public for the State	e of Texas Hgh	
STATE OF TEXAS		_		
COUNTY OF TARRANT	is U			
This instrument was acknowledged before me	on the day	or binuary	, 2006, by	
GEORGE A. LOWERY	TRUSTEE	of Bisbee	Baptist Church of	Mansfield, a Texas nonprofit
corporation, on behalf of said corporation.				
GINGER HIGH HOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES: APRIL 29, 2008		Notary Public for the State Carry PH	e of Texas	