UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC. 20549

FORM 10-Q

[X] QUARTERLY REPORT UNDER SECTION 13 or 15 (d) OF THE
SECURITIES EXCHANGE ACT OF 1934

or
[ ] TRANSITION REPORT PURSUANT TO
SECTION 13 or 15 (d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

For the Quarterly Period Ended September 30, 2004
Commission file number 000-50175

DORCHESTER MINERALS, L.P.
(Exact name of Registrant as specified in its charter)

Delaware	81-0551518
(State or other jurisdiction of Incorporation or organization)	(I.R.S. Employer Identification No.)

3838 Oak Lawn Avenue, Suite 300, Dallas, Texas 75219
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (214) 559-0300

Dorchester Minerals, L.P.
3738 Oak Lawn Avenue, Suite 300, Dallas, Texas 75219
(Former address of principal executive offices) (Zip Code)

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

Indicate by check mark if the Registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act). Yes X No

As of November 5, 2004, 28,240,431 common units of partnership interest were outstanding.

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DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

Statements included in this report which are not historical facts (including any statements concerning plans and objectives of management for future operations or economic performance, or assumptions or forecasts related thereto), are forward-looking statements. These statements can be identified by the use of forward-looking terminology including "may," "believe," "will," "expect," "anticipate," "estimate," "continue" or other similar words. These statements discuss future expectations, contain projections of results of operations or of financial condition or state other "forward-looking" information. In this report, the term "Partnership", as well as the terms "us," "our," "we," and "its," are sometimes used as abbreviated references to Dorchester Minerals, L.P. itself or Dorchester Minerals, L.P. and its related entities.

These forward-looking statements are made based upon management's current plans, expectations, estimates, assumptions and beliefs concerning future events impacting us and therefore involve a number of risks and uncertainties. We caution that forward-looking statements are not guarantees and that actual results could differ materially from those expressed or implied in the forward-looking statements for a number of important reasons. Examples of such reasons include, but are not limited to, changes in the price or demand for oil and natural gas, changes in the operations on or development of the Partnership's properties, changes in economic and industry conditions and changes in regulatory requirements (including changes in environmental requirements) and the Partnership's financial position, business strategy and other plans and objectives for future operations. These and other factors are set forth in the Partnership's filings with the Securities and Exchange Commission.

You should read these statements carefully because they discuss our expectations about our future performance, contain projections of our future operating results or our future financial condition, or state other "forward-looking" information. Before you invest, you should be aware that the occurrence of any of the events herein described in this report could substantially harm our business, results of operations and financial condition and that upon the occurrence of any of these events, the trading price of our common units could decline, and you could lose all or part of your investment.

PART I-FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Dorchester Minerals, L.P. is a publicly traded Delaware limited partnership that commenced operations on January 31, 2003, upon the combination of

Dorchester Hugoton, Ltd., which was a publicly traded Texas limited partnership, and Republic Royalty Company and Spinnaker Royalty Company, L.P., both of which were privately held Texas partnerships. The amounts and results of operations of Dorchester Minerals included in these financial statements as historical amounts prior to February 1, 2003 reflect the results of operations of Dorchester Hugoton. The effect of the combination is reflected in the balance sheet and in the results of operations and cash flows since January 31, 2003. The combination was accounted for using the purchase method of accounting.

DORCHESTER MINERALS, L.P.
(A Delaware Limited Partnership)

CONDENSED BALANCE SHEETS
(Dollars in Thousands)

	September 30, 2004 (unaudited)	December 31, 2003
ASSETS		
Current assets:		
Cash and cash equivalents	$ 14,450	$ 10,881
Trade receivables	9,048	7,658
Note receivable - related party	167	205
Prepaid expenses	27	69
Total current assets	23,692	18,813
Oil and natural gas properties - at cost (full cost method)	291,804	268,189
Less accumulated depletion	(103,477)	(88,051)
Net oil and natural gas properties	188,327	180,138
Total assets	$212,019	$198,951
LIABILITIES AND PARTNERSHIP CAPITAL		
Current liabilities:		
Accounts payable and other current liabilities	$ 1,293	$ 512
Total current liabilities	1,293	512
Commitments and contingencies	-	-
Partnership capital:		
General partner	7,958	8,246
Unitholders	202,768	190,193
Total partnership capital	210,726	198,439
Total liabilities and partnership capital	$212,019	$198,951

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

DORCHESTER MINERALS, L.P.
(A Delaware Limited Partnership)

CONDENSED STATEMENTS OF OPERATIONS
(Dollars in Thousands)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2004	2003	2004	2003
Net operating revenues:				
Net profits interest	$ 5,775	$ 5,583	$18,061	$ 15,789
Natural gas sales	-	-	-	2,401
Royalties	7,822	6,936	21,677	19,392
Other	836	29	1,516	222
Total net operating revenues	14,433	12,548	41,254	37,804
Cost and expenses:				
Operating, including production taxes	687	592	1,767	1,908
Depreciation, depletion and amort	5,103	6,600	15,426	18,243
Impairment of full cost properties	-	21,590	-	43,804
General and administrative expenses	800	590	2,390	2,184
Management fees	-	-	-	524
Combination costs and related expenses	-	-	-	3,080
Total costs and expenses	6,590	29,372	19,583	69,743
Operating income	7,843	(16,824)	21,671	(31,939)
Other income (expense)				
Investment income	33	83	69	108
Other income (expense), net	17	55	112	160
Total other income (expense)	50	138	181	268
Net earnings (loss)	$ 7,893	$(16,686)	$21,852	$(31,671)
Allocation of net earnings:				
General partner	$ 211	$ (425)	$ 557	$ (773)
Unitholders	$ 7,682	$(16,261)	$21,295	$(30,898)
Net earnings per common unit (in dollars)	$ 0.29	$ (0.60)	$ .79	$ (1.22)
Wtd. avg. common units outstanding (000's)	27,053	27,040	27,044	25,230

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

DORCHESTER MINERALS, L.P.
(A Delaware Limited Partnership)

CONDENSED STATEMENTS OF CASH FLOWS
(Dollars in Thousands)
(Unaudited)

	Nine Months Ended September 30,	
	2004	2003
Net cash provided by operating activities.	$ 36,836	$ 28,216
Cash flows from investing activities:		
Adjustment related to acquistion of royalty interests.....	1,068	68
Capital expenditures.....	(446)	(5)
Net cash provided by (used in) investing activities...	622	63
Cash flows from financing activities:		
Distributions paid to Partners.....	(33,889)	(39,072)
Increase (decrease) in cash and cash equivalents.....	3,569	(10,793)
Cash and cash equivalents at January 1.....	10,881	23,129
Cash and cash equivalents at September 30.....	$ 14,450	$ 12,336
Non cash investing and financing activities:		
Acquisition of assets for units		
Oil and gas properties.....	$ 24,324	$233,466
Receivables.....	-	3,660
Payables.....	-	-
Cash.....	-	68
Value assigned to assets acquired.....	$ 24,324	$237,194

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

DORCHESTER MINERALS, L.P.
(A Delaware Limited Partnership)

NOTES TO THE CONDENSED FINANCIAL STATEMENTS
(Unaudited)

1. BASIS OF PRESENTATION: Dorchester Minerals, L.P. (the "Partnership") is a publicly traded Delaware limited partnership that was formed in December 2001 in connection with the combination, which was completed on January 31, 2003, of Dorchester Hugoton, Ltd., which was a publicly traded Texas limited partnership, and Republic Royalty Company (Republic) and Spinnaker Royalty Company, L.P. (Spinnaker) both of which were privately held Texas partnerships.

The condensed financial statements reflect all adjustments (consisting only of normal and recurring adjustments unless indicated otherwise) that are, in the opinion of management, necessary for the fair presentation of the Partnership's financial position and operating results for the interim period. Interim period results are not necessarily indicative of the results for the calendar year. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" for additional information. Per-unit information is calculated by dividing the income applicable to holders of the Partnership's common units by the weighted average number of units outstanding.

The accompanying financial statements reflect the combination completed on January 31, 2003 and accounted for using the purchase method of accounting. In accordance with the purchase method of accounting, Dorchester Hugoton was designated as the accounting acquiror. Under the purchase method of accounting, the Partnership used the market price of Dorchester Hugoton's partnership units on the last day of trading, adjusted for the liquidating distribution to Dorchester Hugoton Unitholders, to determine the value of the Republic and Spinnaker oil and gas properties merged into the Partnership. Such method increased the historic book values of the oil and gas properties of Republic and Spinnaker by approximately $192,000,000, which increased the Partnership's quarterly depletion. See the Partnership's Form 8-K filed on April 15, 2003 and Note 3 and Critical Accounting Policies for more details.

Prior to January 31, 2003, the Partnership had no combined operations. In these circumstances, the Partnership is required to present, discuss and analyze the financial condition and results of operations of our Partnership for the three and nine month periods ended September 30, 2004 and 2003 by including the financial condition and results of Dorchester Hugoton, the accounting acquiror, for the one month period ended January 31, 2003.

Effective September 30, 2004, the Partnership through Dorchester Minerals Acquisition LP, its wholly owned subsidiary, acquired assets related to oil and gas properties consisting of producing and perpetual mineral and royalty interests located in 104 counties and parishes in six states. As consideration, an aggregate of 1,200,000 common units of Dorchester Minerals, L.P. were issued. Consequently, the Condensed Balance Sheets presented include $23,256,000 in property additions.

2. CONTINGENCIES: In January 2002, some individuals and an association called Rural Residents for Natural Gas Rights, referred to as RRNGR, sued Dorchester Hugoton, Ltd., Anadarko Petroleum Corporation, Conoco, Inc., XTO Energy Inc., ExxonMobil Corporation, Phillips Petroleum Company, Incorporated and Texaco Exploration and Production, Inc. Dorchester Minerals Operating LP, owned directly and indirectly by our general partner, now owns and operates the properties formerly owned by Dorchester Hugoton. These properties contribute a major portion of the Net Profits Interests amounts paid to the Partnership. The suit is currently pending in the District Court of Texas County, Oklahoma and discovery is underway by the plaintiffs and defendants. The individuals and RRNGR consist primarily of Texas County, Oklahoma residents who, in residences located on leases use natural gas from gas wells located on the same leases, at their own risk, free of cost. The plaintiffs seek declaration that their domestic gas use is not limited to stoves and inside lights and is not limited to a principal dwelling as provided in the oil and gas lease agreements with defendants in the 1930s to the 1950s. Plaintiffs' claims against defendants include failure to prudently operate wells, violation of rights to free domestic gas, violation of irrigation gas contracts, underpayment of royalties, a request for accounting, and fraud. Plaintiffs also seek certification of class action against defendants. In July 2002, the defendants were granted a motion for summary judgment removing RRNGR as a plaintiff. On October 1, 2004, the plaintiffs severed claims against Dorchester Minerals Operating LP regarding royalty underpayments. Dorchester Minerals Operating LP believes plaintiffs' claims, including severed claims, are completely without merit. Based upon past measurements of such domestic gas usage, Dorchester Minerals Operating LP believes the domestic gas damages sought by plaintiffs to be minimal. An

adverse decision could reduce amounts the Partnership receives from the Net Profits Interests.

The Partnership and Dorchester Minerals Operating LP are involved in other legal and/or administrative proceedings arising in the ordinary course of their businesses, none of which have predictable outcomes and none of which are believed to have any significant effect on financial position or operating results.

3. COMBINATION TRANSACTIONS: On January 31, 2003, Dorchester Hugoton transferred certain assets to Dorchester Minerals Operating LP in exchange for a net profits interest, contributed the net profits interest and other assets to the Partnership and subsequently liquidated. Republic and Spinnaker transferred certain assets to Dorchester Minerals Operating LP in exchange for net profits interests and subsequently merged with the Partnership. For accounting purposes Dorchester Hugoton is deemed the acquiror. The value assigned to the assets of Republic and Spinnaker was based on the market capitalization of Dorchester Hugoton and the share of the total common units of the Partnership received by the former partners of Republic (10,953,078 common units) and Spinnaker (5,342,973 common units). The assets of Republic and Spinnaker were valued at $237,194,000 which was allocated as follows:

Cash	$ 68,000
Oil and gas properties	233,466,000
Receivables	3,660,000
Total	$ 237,194,000

The following reflects unaudited pro forma data related to the combination discussed herein. The unaudited pro forma data assumes the combination had taken place as of the beginning of each period. The pro forma amounts are not necessarily indicative of the results that may be reported in the future. Pro forma adjustments have been made to depletion, depreciation, and amortization to reflect the new basis of accounting for the assets of Spinnaker and Republic as of January 31, 2003, and to January 2003 revenues to reflect the revenues of Dorchester Hugoton as Net Profits Interests.

	Three Months Ended September 30,	Nine Months Ended September 30,
	2003	2003
Revenues	$ 12,548,000	$ 39,693,000
Depletion	$ 6,600,000	$ 19,994,000
Impairment	$ 21,590,000	$ 43,804,000
Net earnings (loss)	$ (16,686,000)	$ (31,820,000)
Earnings (loss) per common unit	$ (0.60)	$ (1.14)
Nonrecurring items:		
Severance and related costs	---	$ 3,003,000
Combination-related costs	$ ---	$ 670,000

On September 30, 2004, we acquired through Dorchester Minerals Acquisition LP assets shown on our current balance sheet at $24,324,000 in exchange for 1,200,000 common units of Dorchester Minerals. See Note 1 for additional information.

4. IMPAIRMENT OF OIL AND GAS PROPERTIES: During the second and third quarter of 2003, the Partnership recorded non-cash charges against earnings of $43,804,000. The write-downs represent impairment of assets that results primarily from the difference between the discounted present value of the Partnership's proved natural gas and oil reserves using quarter ended gas and oil prices as compared to the book value assigned to former Republic and Spinnaker assets in accordance with purchase accounting rules which value significantly exceeded historic book value. The write-downs were a function of such increased value and changes in prevailing oil and gas prices since the consummation of the combination transaction. Cash flow from operations and cash distributions to unitholders were not affected by the write-downs. See Note 1 and Note 3 and Critical Accounting Policies.

5. DISTRIBUTION TO HOLDERS OF COMMON UNITS: Since the Partnership's combination on January 31, 2003, unitholder cash distributions per common unit have been:

Year	Quarter	Record Date	Payment Date	Amount
2003	1st (partial)	April 28, 2003	May 8, 2003	$0.206469
2003	2nd	July 28, 2003	August 7, 2003	$0.458087
2003	3rd	October 31, 2003	November 10, 2003	$0.422674
2003	4th	January 26, 2004	February 5, 2004	$0.391066
2004	1st	April 30, 2004	May 10, 2004	$0.415634
2004	2nd	July 26, 2004	August 5, 2004	$0.415315
2004	3rd	October 25, 2004	November 4, 2004	$0.476196

Third quarter 2004 distributions were paid on 28,240,431 units; previous distributions were paid on 27,040,431 units. The next cash distribution will be paid by February 15, 2005.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

OVERVIEW

Dorchester Minerals, L.P. is a publicly traded Delaware limited partnership that was formed in December 2001 in connection with the combination, which was completed on January 31, 2003, of Dorchester Hugoton, which was a publicly traded Texas limited partnership, and Republic and Spinnaker, both of which were privately held Texas partnerships.

Dorchester Minerals Operating LP, a Delaware limited partnership owned directly and indirectly by our general partner, holds the working interest properties previously owned by Dorchester Hugoton and a minor portion of mineral interest properties previously owned by Republic and Spinnaker. We refer to Dorchester Minerals Operating LP by the term "operating partnership". Our Partnership directly and indirectly holds a 96.97% net profits overriding royalty interest in these properties. We refer to our net profits overriding royalty interest in these properties as the Net Profits Interests. After the close of each month, we receive a payment equaling 96.97% of the net proceeds actually received during that month from the properties subject to the Net Profits Interests.

In addition to the Net Profits Interests, we also hold producing and non-producing mineral, royalty, overriding royalty, net profits and leasehold interests, which we acquired as part of the combination upon the mergers of Republic and Spinnaker into our Partnership and by merger of one of our subsidiaries effective September 30. We currently own Royalty Properties in 571 counties and parishes in 25 states.

BASIS OF PRESENTATION

In the combination completed on January 31, 2003 and accounted for as a purchase, Dorchester Hugoton was designated as the accounting acquiror. Prior to January 31, 2003, our Partnership had no combined operations. IN THESE CIRCUMSTANCES, WE ARE REQUIRED TO PRESENT, DISCUSS AND ANALYZE THE FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF OUR PARTNERSHIP FOR THE THREE AND NINE MONTH PERIODS ENDED SEPTEMBER 30, 2004 AND 2003 BY INCLUDING THE FINANCIAL CONDITION AND RESULTS OF DORCHESTER HUGOTON, THE ACCOUNTING ACQUIROR, FOR THE ONE MONTH PERIOD ENDED JANUARY 31, 2003. FOR THE PURPOSES OF THIS PRESENTATION, THE TERM COMBINATION MEANS THE TRANSACTIONS CONSUMMATED IN CONNECTION WITH THE COMBINATION OF THE BUSINESS AND PROPERTIES OF DORCHESTER HUGOTON, REPUBLIC AND SPINNAKER.

Effective September 30, 2004, the Partnership through Dorchester Minerals Acquisition LP, its wholly owned subsidiary, acquired assets related to oil and gas properties consisting of producing and non-producing perpetual mineral and royalty interests located in 104 counties and parishes in six states. As consideration an aggregate of 1,200,000 common units of Dorchester Minerals, L.P. were issued. Consequently, the Condensed Balance Sheets presented include $23,256,000 in property additions. No income statement impact was recorded during this period.

COMMODITY PRICE RISKS

Our profitability is affected by volatility in prevailing oil and natural gas prices. Oil and natural gas prices have been subject to significant volatility in recent years in response to changes in the supply and demand for oil and natural gas in the market and general market volatility.

RESULTS OF OPERATIONS

THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2004 AS COMPARED TO THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2003

Normally, our period-to-period changes in net earnings and cash flows from operating activities are principally determined by changes in natural gas and crude oil sales volumes and prices. Our portion of gas and oil sales and weighted average prices were:

	Three Months Ended			Nine Months Ended	
	September 30,		June 30,	September 30,	
ACCRUAL BASIS SALES VOLUMES:	2004	2003	2004	2004	2003
Dorchester Hugoton Gas Sales (mmcf)(1)	--	--	--	--	448
Net Profits Interests Gas Sales(mmcf)	1,343	1,441	1,352	4,042	3,586
Net Profits Interests Oil Sales (mbbls)	2	2	2	6	5
Royalty Props. Gas Sales(mmcf)	831	897	822	2,541	2,372
Royalty Props. Oil Sales (mbbls	73	83	67	220	224
WEIGHTED AVERAGE SALES PRICE:					
Dorchester Hugoton Gas Sales ($/mcf)	--	--	--	--	$ 5.20
Net Profits Interests Gas Sales($/mcf)	$ 5.42	$ 4.94	$ 5.81	$ 5.56	$ 5.55
Net Profits Interests Oil Sales ($/bbl)	$38.14	$29.51	$35.25	$34.16	$29.32
Royalty Properties Gas Sales ($/mcf)	$ 5.89	$ 5.08	$ 5.28	$ 5.40	$ 5.46
Royalty Properties Oil Sales ($/bbl)	$40.10	$28.68	$36.90	$36.17	$28.75
Production Costs Deducted Under the Net Profits Interests ($/mcfe)(2)	$ 1.21	$ 1.12	$ 1.23	$ 1.18	$ 1.21

(1) For purposes of comparison the January 2003 Dorchester Hugoton volumes have been reduced to reflect our 96.97% Net Profits Interest in production from the underlying properties.
(2) Provided to assist in determination of revenues; applies only to Net Profits Interests sales volumes and prices.

Oil sales volumes attributable to our Royalty properties during the third quarter decreased 12% from 83,000 bbls during 2003 to 73,000 bbls during 2004 as a result of our receipt of retroactive volume adjustments in the third quarter of 2003. Gas sales volumes attributable to our Royalty Properties during the third quarter decreased 7.4% from 897 mmcf during 2003 to 831 mmcf during 2004.

Oil sales volumes attributable to our Net Profits Interests during the third quarter were unchanged from 2003. Gas sales volumes attributable to our Net Profits Interests during the third quarter decreased 6.8% from 1,441 mmcf during 2003 to 1,343 mmcf during 2004 due to initial increased production resulting from 2003 start-up of additional field compression on the Oklahoma properties previously owned by Dorchester Hugoton. New activity on the Net Profits Interest properties contributed minor amounts to third quarter 2004 production volumes.

Weighted average oil sales prices attributable to the Partnership's interest in Royalty Properties increased 39.8% from $28.68 per bbl during the third quarter 2003 to $40.10 per bbl during the third quarter 2004. Similarly, third quarter weighted average Partnership natural gas sales prices from Royalty Properties increased 15.9% from $5.08 per mcf during 2003 to $5.89 per mcf during 2004. Both oil and gas price increases resulted from changing market conditions.

Third quarter weighted average oil sales prices from the Net Profits Interests' properties increased 29.2% from $29.51 per bbl in 2003 to $38.14 per bbl in 2004. Third quarter weighted average natural gas sales prices from the Net Profits Interests' properties increased 9.7% from $4.94 per mcf in 2003 to $5.42 per mcf in 2004. Such oil and gas price increases are due to changing market conditions.

Oil and natural gas sales volumes attributable to the Royalty Properties and oil and natural gas sales volumes attributable to the Net Profits Interests from Republic and Spinnaker are included in our results for the nine month period ended September 30, 2004 and are included for only the eight months ended September 30, 2003. See "Basis of Presentation" and Note 1 of the Notes to the Condensed Financial Statements.

Weighted average prices for oil and natural gas sales volumes attributable

to the Royalty Properties and also to the Net Profits Interests from Republic and Spinnaker are included in our results for the nine months ended September 30, 2004 and are included for only the eight months ended September 30, 2003. See "Basis of Presentation" and Note 1 of the Notes to the Condensed Financial Statements.

Our third quarter net operating revenues increased 15% from $12,548,000 during 2003 to $14,433,000 during 2004 due primarily to increased natural gas prices and crude oil prices. Comparing the nine month periods, net operating revenue rose 9.1% from $37,804,000 during 2003 to $41,254,000 during 2004, primarily as a result of improvement of natural gas and crude oil prices as well as significant lease bonus income. Management cautions

the reader in the comparison of results for the nine month periods because operations attributable to properties formerly owned by Republic and Spinnaker are not included for January in the nine-month period ending September 30, 2003. See "Basis of Presentation" and Note 1 of the Notes to the Condensed Financial Statements.

Costs and expenses during the third quarter of 2004 decreased 77.6% from $29,372,000 during the third quarter of 2003 to $6,590,000. Similarly, costs and expenses during the nine months ended September 30, 2004 of $19,583,000 were 71.9% lower than costs in the nine months ended September 30, 2003 of $69,743,000. Such decrease in costs is primarily due to second and third quarter 2003 non-cash charges against earnings of $43,804,000 representing an impairment of assets during 2003. See Note 4 of the Notes to the Condensed Financial Statements.

Several categories of costs during the first nine months of 2004 were lower than the first nine months of 2003 due to non-recurring expenses associated with the 2003 liquidation of Dorchester Hugoton. Such 2003 costs are mostly combination and related expenses of $2,907,000, consisting primarily of $2,500,000 in severance payments and related costs. Similarly, management fees in 2003 include a one-time $496,000 charge.

Other income during the three and nine month period ended September 30 decreased from $138,000 and $268,000, respectively, during 2003 to $50,000 and $181,000, respectively, during the same periods in 2004. Through September 30 we have received partial payments including interest of a legal judgment in the amount $107,000 and accrued an additional $78,000 including interest attributable to the same matter. The first nine months of 2004 include expenses of $87,000 attributable to unsuccessful property acquisition attempts in the first quarter. Note that lease bonus revenue is included in Other net operating revenue and is not reflected as Other income.

Depletion, depreciation and amortization during the three and nine month period ended September 30 decreased from $6,600,000 and $18,243,000, respectively, during 2003 to $5,103,000 and $15,426,000, respectively, during 2004, primarily as a result of a reduced depletable asset base, mainly due to impairments and prior quarterly depletion. The recent asset acquisition, while included in the current balance sheet, will not be depleted until fourth quarter 2004. Management cautions the reader in the comparison of results for these periods, because operations of the properties formerly owned by Republic and Spinnaker are not included for January in the nine-month period ending September 30, 2003 and due to the application of purchase accounting methods. See "Basis of Presentation," "Critical Accounting Policies," and Notes 1, 3 and 4 of the Notes to the Condensed Financial Statements.

We received cash payments in the amount of $931,000 from various sources during the third quarter of 2004 including lease bonus attributable to seven leases and four pooling elections located in ten counties in three states. Each of the leases reflected royalty terms of 25% and lease bonuses ranging up to $500/acre. We retained the option in two of the leases to convert a portion of our royalty interest to a working interest at payout, and in the event subsequent wells are drilled on such lands, we retain the right to participate in each such well with as much as 50% of our original interest. We retained the option in one of the leases which covered multiple tracts to participate for as much as 10% of our original interest in all wells drilled on lands in which we own an interest. This option may be exercised after the initial well on each tract is drilled, logged and the operator thereof recommends attempting a completion. In each instance in which we retain the option to participate, or to convert a portion of our royalty interest to a working interest, we intend to assign that option to the operating partnership subject to our reservation of a 96.97% net profits interest.

We received division orders for, or otherwise identified 60 new wells completed on our Royalty Properties and Net Profits Interests in 26 counties and parishes in six states during the third quarter of 2004. Selected new wells and the royalty interests owned therein by us and the working interests and net revenue interests owned therein by the operating partnership are summarized in the following table:

						Test Rates per day	
				Ownership			
State	County/ Parish	Operator	Well Name	WI(1)	NRI(1)	Gas mcf	Oil bbls
Royalty Properties							

Louisiana	Claiborne	Marathon	Seegers 1-11 Alt	--	8.0%	2,400	140
Texas	Starr	Ascent	Garza-Hitchcock #5	--	2.6%	4,103	110
Texas	Hidalgo	Shell	Woods Christian #45	--	2.7%	7,833	183

Net Profits Interests

Oklahoma	Roger Mills	Bravo	Perry 1-30	1.5%	1.5%	1,447	22
Oklahoma	Roger Mills	JMA	Hutson Farms 1-18	1.6%	1.6%	3,608	9
Oklahoma	Washita	Cimarex	Kamphaus 7-2 BPO(2)	7.0%	8.8%	1,000	0

(1) WI and NRI mean working interest and net revenue interest, respectively.
(2) BPO and APO mean before payout and after payout, respectively.

Third quarter net earnings allocable to common units increased from a $16,261,000 loss during 2003 to $7,682,000 during 2004, due primarily to increased quarterly natural gas and crude oil sales prices and due to the non-cash charge against earnings during 2003. Generally for the same reasons, net earnings allocable to common units during the first nine months of 2004 were $21,295,000 compared to a $30,898,000 loss in the same period in 2003.

Net cash provided by operating activities increased 11.6% from $11,930,000 during the third quarter 2003 to $13,318,000 during the third quarter 2004, principally due to timing of collection of accounts receivable along with improved oil and natural gas sales prices. Net cash provided by operating activities increased 30.6% from $28,216,000 during the nine months ended September 30, 2003 to $36,836,000 during the nine months ended September 30, 2004 as a result of the combination along with improved oil sales prices. Management cautions the reader in the comparison of results for the nine month periods because operations of the properties formerly owned by Republic and Spinnaker are not included for January in the nine-month period ending September 30, 2003. See "Basis of Presentation" and Notes 1 and 3 of the Notes to the Condensed Financial Statements.

LIQUIDITY AND CAPITAL RESOURCES

CAPITAL RESOURCES

Our primary sources of capital are our cash flow from the Net Profits Interests and the Royalty Properties. Our only cash requirements are the distributions to our unitholders, the payment of oil and gas production and property taxes not otherwise deducted from gross production revenues and general and administrative expenses incurred on our behalf and properly allocated in accordance with our partnership agreement. Since the distributions to our unitholders are, by definition, determined after the payment of all expenses actually paid by us, the only cash requirements that may create liquidity concerns for us are the payments of expenses. Since most of these expenses vary directly with oil and natural gas prices and sales volumes, we anticipate that sufficient funds will be available at all times for payment of these expenses. See Note 5 of the Notes to the Condensed Financial Statements for the amounts and dates of cash distributions to unitholders.

We are not directly liable for the payment of any exploration, development or production costs. We do not have any transactions, arrangements or other relationships that could materially affect our liquidity or the availability of capital resources. We have not guaranteed the debt of any other party, nor do we have any other arrangements or relationships with other entities that could potentially result in unconsolidated debt.

Pursuant to the terms of our Partnership Agreement, we cannot incur indebtedness other than trade payables, (i) in excess of $50,000 in the aggregate at any given time or (ii) which would constitute "acquisition indebtedness" (as defined in Section 514 of the Internal Revenue Code of 1986, as amended).

EXPENSES AND CAPITAL EXPENDITURES

During the third quarter 2004, for $200,000, the operating partnership acquired two of fourteen overriding royalty interests in three wells it owns and operates near Guymon, Oklahoma. The overriding royalty interests receive approximately 75% of the working interest and bear 100% of the costs. The operating partnership believes the undeveloped Council Grove formation underlying the existing wells to be excluded from the overriding royalty interests. The operating partnership filed a declaratory judgment in Texas County, Oklahoma seeking a finding on this matter.

The operating partnership does not currently anticipate drilling additional wells as a working interest owner in the Fort Riley zone or the Council Grove formation or elsewhere in the Oklahoma properties previously owned by Dorchester Hugoton. Successful activities by others in these formations or other developments could prompt a reevaluation of this position. Any such drilling is estimated to cost $250,000 to $300,000 per well. Such activities by the operating partnership could influence the amount we receive from the Net Profits Interests. Activities, including legal costs, by the operating partnership influence the amount we receive from the Net Profits Interests. The operating partnership anticipates continuing additional fracture treating in the Oklahoma properties previously owned by Dorchester Hugoton. During the third quarter of 2004, two wells were fracture treated at a cost of $55,000 and $37,000. The wells increased production from 154 to 250 mcf per day and from 107 to 138 mcf per day, respectively.

The operating partnership owns and operates the wells, pipelines and gas

compression and dehydration facilities located in Kansas and Oklahoma previously owned by Dorchester Hugoton. The operating partnership anticipates gradual increases in expenses as repairs to these facilities become more frequent, and anticipates gradual

increases in field operating expenses as reservoir pressure declines. The operating partnership does not anticipate incurring significant expense to replace these facilities at this time. These capital and operating costs are reflected in the Net Profits Interests payments we receive from the operating partnership.

In 1998, Oklahoma regulations removed production quantity restrictions in the Guymon-Hugoton field, and did not address efforts by third parties to persuade Oklahoma to permit infill drilling in the Guymon-Hugoton field. Both infill drilling and removal of production limits could require considerable capital expenditures. The outcome and the cost of such activities are unpredictable. Such activities by the operating partnership could influence the amount we receive from the Net Profits Interests. No additional compression affecting the wells formerly owned by Dorchester Hugoton has been installed since 2000 by operators on adjoining acreage. The operating partnership believes it now has sufficient field compression to remain competitive with adjoining operators for the foreseeable future.

LIQUIDITY AND WORKING CAPITAL

Cash and cash equivalents totaled $14,450,000 at September 30, 2004 and $10,881,000 at December 31, 2003.

CRITICAL ACCOUNTING POLICIES

We utilize the full cost method of accounting for costs related to our oil and gas properties. Under this method, all such costs (productive and nonproductive) are capitalized and amortized on an aggregate basis over the estimated lives of the properties using the units-of-production method. These capitalized costs are subject to a ceiling test however, which limits such pooled costs to the aggregate of the present value of future net revenues attributable to proved oil and gas reserves discounted at 10% plus the lower of cost or market value of unproved properties. In accordance with applicable accounting rules, Dorchester Hugoton was deemed to be the accounting acquiror of the Republic and Spinnaker assets. Our Partnership's acquisition of these assets was recorded at a value based on the closing price of Dorchester Hugoton's common units immediately prior to consummation of the combination transaction, subject to certain adjustments. Consequently, the acquisition of these assets was recorded at values that exceed the historical book value of these assets prior to consummation of the combination transaction. Our Partnership did not assign any book or market value to unproved properties, including non-producing royalty, mineral and leasehold interests. The full cost ceiling is evaluated at the end of each quarter. For 2003, our unamortized costs of oil and gas properties exceeded the ceiling test. As a result, in 2003, our Partnership recorded full cost write-downs of $43,804,000. No additional impairments have been recorded since the quarter ended September 30, 2003.

The discounted present value of our proved oil and gas reserves is a major component of the ceiling calculation and requires many subjective judgments. Estimates of reserves are forecasts based on engineering and geological analyses. Different reserve engineers may reach different conclusions as to estimated quantities of natural gas reserves based on the same information. Our reserve estimates are prepared by independent consultants. The passage of time provides more qualitative information regarding reserve estimates, and revisions are made to prior estimates based on updated information. However, there can be no assurance that more significant revisions will not be necessary in the future. Significant downward revisions could result in an impairment representing a non-cash charge to earnings. In addition to the impact on calculation of the ceiling test, estimates of proved reserves are also a major component of the calculation of depletion.

While the quantities of proved reserves require substantial judgment, the associated prices of oil and gas reserves that are included in the discounted present value of our reserves are objectively determined. The ceiling test calculation requires use of prices and costs in effect as of the last day of the accounting period, which are generally held constant for the life of the properties. As a result, the present value is not necessarily an indication of the fair value of the reserves. Oil and gas prices have historically been volatile and the prevailing prices at any given time may not reflect our Partnership's or the industry's forecast of future prices.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. For example, estimates of uncollected revenues and unpaid expenses from royalties and net profits interests in

properties operated by non-affiliated entities are particularly subjective due to inability to gain accurate and timely information. Therefore, actual results could differ from those estimates.

NEW ACCOUNTING STANDARDS

In July 2001, the Financial Accounting Standards Board issued SFAS No. 143, "Accounting for Asset Retirement Obligations". SFAS No. 143 requires entities to record the fair value of a liability for an asset retirement obligation in the period in which it is incurred. SFAS No. 143 is effective for fiscal years beginning after June 15, 2002. We adopted SFAS No. 143 on January 1, 2003, which did not have a material effect on our financial statements.

The FASB's Emerging Issues Task Force (EITF) reached a consensus that mineral rights are tangible assets in EITF Issue 04-2, "Whether Mineral Assets Are Tangible or Intangible Assets". The FASB ratified the EITF consensus, subject to amendment of SFAS No. 141 and No. 142 through a FASB Staff Position (FSP). Therefore, no changes would be required in the way the Partnership classifies its mineral rights.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The following information provides quantitative and qualitative information about our potential exposures to market risk. The term "market risk" refers to the risk of loss arising from adverse changes in oil and natural gas prices, interest rates and currency exchange rates. The disclosures are not meant to be precise indicators of expected future losses, but rather indicators of reasonably possible losses.

MARKET RISK RELATED TO OIL AND NATURAL GAS PRICES

Essentially all of our assets and sources of income are from the Net Profits Interests and the Royalty Properties, which generally entitle us to receive a share of the proceeds based on oil and natural gas production from those properties. Consequently, we are subject to market risk from fluctuations in oil and natural gas prices. Pricing for oil and natural gas production has been volatile and unpredictable for several years. We do not anticipate entering into financial hedging activities intended to reduce our exposure to oil and natural gas price fluctuations.

ABSENCE OF INTEREST RATE AND CURRENCY EXCHANGE RATE RISK

We do not anticipate having a credit facility or incurring any debt, other than trade debt. Therefore, we do not expect interest rate risk to be material to us. We do not anticipate engaging in transactions in foreign currencies which could expose us to foreign currency related market risk.

ITEM 4. CONTROLS AND PROCEDURES

EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES

As of the end of the period covered by this report, our Partnership's principal executive officer and principal financial officer carried out an evaluation of the effectiveness of our disclosure controls and procedures. Based on their evaluation, they have concluded that our Partnership's disclosure controls and procedures effectively ensure that the information required to be disclosed in the reports the Partnership files with the Securities and Exchange Commission is recorded, processed, summarized and reported, within the time periods specified by the Securities and Exchange Commission.

CHANGES IN INTERNAL CONTROLS

There were no changes in our Partnership's internal controls or in other factors that have materially affected, or are reasonably likely to materially affect, our Partnership's internal controls subsequent to the date of their evaluation of our disclosure controls and procedures.

PART II

Item 1. LEGAL PROCEEDINGS
None.
Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS
None.
Item 3. DEFAULTS UPON SENIOR SECURITIES
None.
Item 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS
None.
Item 5. OTHER INFORMATION
None.
Item 6. EXHIBITS

Exhibits: See the attached Index to Exhibits.

SIGNATURES

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

DORCHESTER MINERALS, L.P.

By: Dorchester Minerals Management LP
its General Partner,

By: Dorchester Minerals Management GP LLC,
its General Partner

/s/ William Casey McManemin

William Casey McManemin
Date: November 5, 2004 Chief Executive Officer

/s/ H.C. Allen, Jr.

H.C. Allen, Jr.
Date: November 5, 2004 Chief Financial Officer

INDEX TO EXHIBITS

Number	Description
3.1	Certificate of Limited Partnership of Dorchester Minerals, L.P. (incorporated by reference to Exhibit 3.1 to Dorchester Minerals' Registration Statement on Form S-4, Registration Number 333-88282)
3.2	Amended and Restated Agreement of Limited Partnership of Dorchester Minerals, L.P. (incorporated by reference to Exhibit 3.2 to Dorchester Minerals' Report on Form 10-K filed for the year ended December 31, 2002)
3.3	Certificate of Limited Partnership of Dorchester Minerals Management LP (incorporated by reference to Exhibit 3.4 to Dorchester Minerals' Registration Statement on Form S-4, Registration Number 333-88282)
3.4	Amended and Restated Agreement of Limited Partnership of Dorchester Minerals Management LP (incorporated by reference to Exhibit 3.4 to Dorchester Minerals' Report on Form 10-K for the year ended December 31, 2002)
3.5	Certificate of Formation of Dorchester Minerals Management GP LLC (incorporated by reference to Exhibit 3.7 to Dorchester Minerals' Registration Statement on Form S-4, Registration Number 333-88282)
3.6	Amended and Restated Limited Liability Company Agreement of Dorchester Minerals Management GP LLC (incorporated by reference to Exhibit 3.6 to Dorchester Minerals' Report on Form 10-K for the year ended December 31, 2002).
3.7	Certificate of Formation of Dorchester Minerals Operating GP LLC (incorporated by reference to Exhibit 3.10 to Dorchester Minerals' Registration Statement on Form S-4, Registration Number 333-88282)
3.8	Limited Liability Company Agreement of Dorchester Minerals Operating GP LLC (incorporated by reference to Exhibit 3.11 to Dorchester Minerals' Registration Statement on Form S-4, Registration Number 333-88282)
3.9	Certificate of Limited Partnership of Dorchester Minerals Operating LP (incorporated by reference to Exhibit 3.12 to Dorchester Minerals' Registration Statement on Form S-4, Registration Number 333-88282)
3.10	Amended and Restated Agreement of Limited Partnership of Dorchester Minerals Operating LP. (incorporated by reference to Exhibit 3.10 to Dorchester Minerals' Report on Form 10-K for the year ended December 31, 2002)
3.11	Certificate of Limited Partnership of Dorchester Minerals Oklahoma LP (incorporated by reference to Exhibit 3.11 to Dorchester Minerals' Report on Form 10-K for the year ended December 31, 2002)
3.12	Agreement of Limited Partnership of Dorchester Minerals Oklahoma LP (incorporated by reference to Exhibit 3.12 to Dorchester Minerals' Report on Form 10-K for the year ended December 31, 2002)
3.13	Certificate of Incorporation of Dorchester Minerals Oklahoma GP, Inc. (incorporated by reference to Exhibit 3.13 to Dorchester Minerals' Report on Form 10-K for the year ended December 31, 2002)
3.14	Bylaws of Dorchester Minerals Oklahoma GP, Inc. (incorporated by reference to Exhibit 3.14 to Dorchester Minerals' Report on Form 10-K for the year ended December 31, 2002)
3.15	Certificate of Limited Partnership for Dorchester Minerals Acquisition LP
3.16	Agreement of Limited Partnership of Dorchester Minerals Acquisition LP
3.17	Certificate of Incorporation of Dorchester Minerals Acquisition GP, Inc.
3.18	Bylaws of Dorchester Minerals Acquisition GP, Inc.
10.1	Agreement and Plan of Merger among Dorchester Minerals, L.P., Dorchester Minerals Acquisition LP and Bradley Royalty Partners LLC dated September 24, 2004

10.2	Form of Registration Rights Agreement dated September 30, 2004
31.1	Certification of Chief Executive Officer of the Partnership pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934
31.2	Certification of Chief Financial Officer of the Partnership pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934.
32.1	Certification of Chief Executive Officer of the Partnership pursuant to 18 U.S.C. Sec. 1350
32.2	Certification of Chief Financial Officer of the Partnership pursuant to 18 U.S.C. Sec. 1350

Exhibit 32.2

CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

In connection with the accompanying Quarterly Report of Dorchester Minerals, L.P., (the "Partnership") on Form 10-Q for the period ended September 30, 2004 (the "Report"), I, H.C. Allen, Jr., Chief Financial Officer of Dorchester Minerals Management GP LLC, General Partner of Dorchester Minerals Management LP, General Partner of the Partnership, hereby certify that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ H.C. Allen, Jr.

H.C. Allen, Jr.
Chief Financial Officer

Date: November 3, 2004

Exhibit 32.1

CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

In connection with the accompanying Quarterly Report of Dorchester Minerals, L.P., (the "Partnership") on Form 10-Q for the period ended September 30, 2004 (the "Report"), I, William Casey McManemin, Chief Executive Officer of Dorchester Minerals Management GP LLC, General Partner of Dorchester Minerals Management LP, General Partner of the Partnership, hereby certify that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ William Casey McManemin

William Casey McManemin
Chief Executive Officer

Date: November 5, 2004

Exhibit 31.2

CERTIFICATIONS

I, H.C. Allen, Jr., Chief Financial Officer of Dorchester Minerals Management GP LLC, General Partner of Dorchester Minerals Management LP, General Partner of Dorchester Minerals, L.P., (the "Registrant"), certify that:

1. I have reviewed this quarterly report on Form 10-Q of Dorchester Minerals, L.P.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15(e)) for the Registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   c) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

/s/ H.C. Allen, Jr.

H.C. Allen, Jr.
Chief Financial Officer

Date: November 5, 2004

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made and entered into as of September 30, 2004, by and among Dorchester Minerals, L.P., a Delaware limited partnership (the "Company"), and the parties listed on Annex A hereto and each party to whom rights under this Agreement are assigned as permitted by Section 8 of this Agreement (each, a "Holder," and collectively, the "Holders");

W I T N E S S E T H:

WHEREAS, pursuant to that certain Agreement and Plan of Merger dated September 24, 2004 by and among the Company, Dorchester Minerals Acquisition LP and Bradley Royalty Partners, LLC, a Florida limited liability company (the "Merger Agreement"), the Company is obligated to enter into this Agreement in order to provide the Holders with certain registration rights regarding Registrable Securities;

NOW, THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

The Company and the Holders covenant and agree as follows:

1. Definitions. For purposes of this Agreement:

(a) The term "Best Efforts" means a Person's reasonable best efforts without the incurrence of unreasonable expense.

(b) The term "Commission" means the Securities and Exchange Commission.

(c) The term "Expenses" means all expenses incident to the Company's performance of or compliance with Section 2.1, including, without limitation, all registration, filing and National Association of Securities Dealers fees, all fees and expenses of complying with securities or blue sky laws, all word processing, duplicating and printing expenses, messenger and delivery expenses, the fees and disbursements of counsel for the Company and of its independent public accountants, including the expenses of any special audits or "cold comfort" letters required by or incident to such performance and compliance, premiums and other costs of policies of insurance against liabilities arising out of the public offering of the Registrable Securities being registered and any fees and disbursements of underwriters customarily paid by issuers or sellers of securities; provided, however, that "Expenses" shall not include underwriting discounts and commissions and the fees and disbursements of special counsel to the Holder or Holders.

(d) The term "Person" means an individual, partnership, corporation, limited liability company, trust or unincorporated organization, or government or agency or political subdivision thereof.

(e) The terms "register," "registered" and "registration" refer to a registration of securities effected by preparing and filing a registration statement or similar document in compliance with the Securities Act (as defined below), and the declaration or ordering of effectiveness of such registration statement or document.

(f) The term "Registrable Securities" means the Common Units received by a Holder pursuant to the Merger Agreement. As to any Registrable Security, once issued such security shall cease to be a Registrable Security upon the earliest to occur of the following events: (i) it has been effectively registered under the Securities Act and disposed of in accordance with the registration statement covering it, (ii) such Registrable Securities are eligible for sale to the public pursuant to Rule 144 (or any similar provision then in force) under the Securities Act without being subject to the volume and manner of sale restrictions contained therein, or (iii) such Registrable Securities have been otherwise transferred by Holder and new certificates for such securities not bearing a legend restricting further transfer have been delivered by the Company or its transfer agent and the subsequent disposition of such securities do not require registration or qualification under the Securities Act or any similar state law then in force.

(g) The term "Securities Act" means the Securities Act of 1933, as amended,

and the term "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(h) Capitalized terms not defined herein have the meaning given to them in the Merger Agreement.

2. Piggyback Registration.

2.1 Right to Include Registrable Securities.

(a) The holders of Registrable Securities are entitled to "piggyback" on a registration by the Company (i) for an offering of equity securities of the Company for cash (other than an offering relating solely to an employee benefit plan), (ii) requested by the Partnership GP and its affiliates pursuant to demand registration rights granted pursuant to the Partnership Agreement or (iii) requested by the Holders named in that certain Registration Rights Agreement dated January 31, 2003 (the "2003 Agreement") pursuant to demand registration rights granted pursuant to that agreement, provided that the Company or the party exercising the demand registration rights may, at any time, abandon or delay any such registration initiated by it and the Company may have to certain rights to postpone such registration requested by a party exercising demand registration rights; and provided further, that the right of the Holders to exercise rights under this Section 2.1 with respect to a "shelf" registration requested pursuant to the 2003 Agreement and to be made under Rule 415 of the Securities Act shall in all respects be subject to the prior written consent of (i) the parties to the 2003 Agreement and (ii) the Partnership GP and its affiliates. Upon request for such registration the Company will each such time give prompt written notice to all holders of Registrable Securities of its intention to register such securities and of such holders' rights under this Section 2.1. Upon the written request of any such holder made within thirty (30) days after the receipt of any such notice (which request shall specify the Registrable Securities intended to be disposed of by such holder and the

intended method of disposition thereof), the Company will use its Best Efforts to effect the registration under the Securities Act of all Registrable Securities which the Company has been so requested to register by the holders thereof, to the extent requisite to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities so to be registered; provided, that if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the registration statement filed in connection with such registration, the party exercising the demand registration rights or the Company shall determine for any reason not to register or to delay registration of such securities, the Company may, at its election, give written notice of such determination to each holder of Registrable Securities and, thereupon, (i) in the case of a determination not to register, shall be relieved of its obligation to register any Registrable Securities in connection with such registration (but not from its obligation to pay the Expenses in connection therewith), and (ii) in the case of a determination to delay registering, shall be permitted to delay registering any Registrable Securities, for the same period as the delay in registering such other securities.

(b) Priority in Piggyback Registration. If the proposed offering upon which the holders of Registrable Securities exercise their piggyback rights shall be an underwritten offering or a shelf registration under Rule 415 of the Securities Act, then, in the event that the managing underwriter or managing underwriters of such offering or the party or parties requesting such shelf registration advise the Company and the Holders electing to exercise piggyback rights in writing that in their opinion the inclusion of all of such Holder's Registrable Securities would adversely and materially affect the success of the offering, the securities that shall be included in such offering shall be, first, all securities proposed by the Company or parties exercising demand registration rights, as applicable, to be sold for its own account, second, in the event that any Person entitled to "piggyback" registration rights under the Partnership Agreement or the 2003 Agreement is not the party exercising demand registration rights or in the event of a Company registration described in Section 2.1(a)(i) and has requested to include securities, the securities to be so included, third, such Registrable Securities requested by the Holders to be included in such registration pro rata on the basis of the number of such securities so proposed to be sold and so requested to be included, and fourth, all other securities of the Company requested to be included in such registration pro rata on the basis of the number of such securities so proposed to be sold and so requested to be included.

2.2 Termination of Registration Rights. The Holders will have no rights to request registration under this Section 2 after September 30, 2006.

3. Registration Procedures.

(a) The Company will furnish to each Holder requesting registration pursuant to this Agreement a copy of the requisite registration statement, each amendment and supplement to such registration statement and a reasonable number of copies of the prospectus included in such registration statement (including each preliminary prospectus), as each such Holder may reasonably request in order to facilitate such Holder's disposition of its securities covered by such registration statement.

(b) The Company represents and covenants that any registration statement covering sales of Registrable Securities by a Holder pursuant to this Agreement will not contain

an untrue statement of fact or omit to state any material fact required to be stated in the prospectus or that is necessary to make the statements in the prospectus, in light of the circumstances then existing, not misleading. The Company will notify the Holders requesting registration pursuant to this Agreement, at any time when a prospectus relating to the requisite registration statement is required to be delivered under the Securities Act (within the period that the Company is required to keep such registration statement effective), of the happening of any event as a result of which the prospectus included in the requisite registration statement (as then in effect) contains an untrue statement of a material fact or omits to state any material fact required to be stated in the prospectus or that is necessary to make the statements in the prospectus, in light of the circumstances then existing, not misleading. The Company will prepare (and, as soon as reasonably practicable, file) a supplement or amendment to that prospectus so that, as thereafter delivered to the purchasers of those securities covered by such registration statement, that prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated in the prospectus or that is necessary to make the statements in the prospectus, in light of the circumstances then existing, not misleading. However, if the Board of Managers of the Company determines in its good faith judgment that filing any supplement or amendment to such registration statement to keep such registration statement available for use by such Holders for resales of the securities covered by such registration statement would require the Company to disclose material information that the Company has a bona fide business purpose for preserving as confidential, then, upon the Company's notice to each Holder (the "Suspension Notice"), the Company's obligation to supplement or amend such registration statement will be suspended. That suspension will remain in effect until the Company notifies such Holders in writing that the reasons for suspending those obligations no longer exist and the Company amends or supplements such registration statement as may be required. As soon as a Holder receives a Suspension Notice from the Company under this Section 3(b), that Holder will immediately discontinue disposing of securities covered by such registration statement until that Holder receives copies of the supplemented or amended prospectus referred to in this Section 3(b). At the Company's request, each Holder will deliver to the Company all copies of the prospectus covering such securities current at the time of that request.

(c) After receiving notice of any stop order issued or threatened by the Commission with respect to the requisite registration statement, the Company will use its Best Efforts to (i) advise the Holders and (ii) take all actions required to prevent the Commission from entering that stop order or and to remove it if it has been entered.

(d) The Company will use its Best Efforts to cause all securities included in the requisite registration statement to be listed, by the date of the first sale of such securities pursuant to such registration statement, on the principal securities exchange that the Company's Common Units are then listed on. The Company agrees to facilitate the delivery of the Registrable Securities upon any sale by a Holder pursuant to this Agreement. The Company agrees to enter into customary underwriting agreements (which may require representations, covenants or indemnification), cooperate in any due diligence conducted by underwriters, and deliver or cause to be delivered to the Holders and the underwriters, if any, any certificates, opinions or comfort letters customarily required.

(e) Each Holder will sell its Registrable Securities registered in accordance with Section 2 in compliance the prospectus delivery requirements under the Securities Act.

(f) The Company may require the Holders to furnish to the Company information regarding the Holders and the distribution of the securities covered by the requisite registration statement as the Company may from time to time request in writing. Each Holder represents and covenants that any such information provided by such Holder with respect to a registration statement covering Registrable Securities by such Holder pursuant to this Agreement will not contain an untrue statement of fact or omit to state any material fact required to be stated in the prospectus regarding the Holder or that is necessary to make the statements in the prospectus regarding the Holder, in light of the circumstances then existing, not misleading. Each Holder will (i) notify the Company as promptly as practicable of any inaccuracy or change in information that Holder previously furnished to the Company or of the occurrence of any event that would cause any prospectus relating to such securities to (A) contain an untrue statement of a material fact regarding that Holder or its resale of such securities or (B) omit to state any material fact regarding that Holder or its resale of such securities required to be stated in that prospectus or necessary to make the statements in that prospectus not misleading in light of the circumstances then existing and (ii) promptly furnish to the Company any additional information so that the prospectus will not contain, with respect to that Holder or its distribution of such securities, an untrue statement of a material fact or omit to state a material fact required to be stated in it or necessary to make the statements in that prospectus, in light of the circumstances then existing, not misleading.

4. Expenses. Except as set forth in Section 6, the Company will pay all Expenses of the Holders in connection with any registration pursuant to Section 2 and the Holders shall pay any other expenses of Holders.

5. Market-Standoff Agreement

(a) Market-Standoff Period; Agreement. In connection with the first follow-on offering of the Company's securities by the Company for cash and upon request of the Company or managing underwriter(s) of such offering of the Company's securities, each Holder agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company (other than those included in the registration) without the prior written consent of the Company or the managing underwriter(s), as the case may be, for such period of time (not to exceed one hundred eighty (180 days) from the date of such request by the Company or the managing underwriter(s) and to execute an agreement reflecting the foregoing as may be requested by the managing underwriter(s) at the time of the Company's follow-on offering. The managing underwriter(s) are intended third party beneficiaries of this Section 5 and shall have the right, power and authority to enforce the provisions of this Section 5 as though they were a party hereto.

(b) Limitations. The obligations described in Section 5(a) shall not apply to a registration relating solely to employee benefit plans, or to a registration relating solely to a transaction pursuant to Rule 145 under the Securities Act, and shall only be applicable to the Holders if all executive officers and managers of the general partner of the Partnership GP and holders of similar amounts of Company securities enter into similar agreements.

(c) Stop-Transfer Instructions. In order to enforce the foregoing covenants, the Company may impose stop-transfer instructions with respect to the Registrable Securities of each Holder.

(d) Transferees Bound. Each Holder agrees that it will not transfer securities of the Company unless each transferee agrees in writing to be bound by all of the provisions of this Section 6.

6. Indemnification. In the event any Registrable Securities are included in a registration statement under this Agreement:

(e) To the extent permitted by law, the Company will indemnify and hold harmless the Holder, the officers and directors of the Holder, each Person that serves as an investment manager of the Holder with respect to the Registrable Securities and each other Person, if any, who controls the Holder within the meaning of Section 15 of the Securities Act (each, a "Holder Indemnified Party" and, collectively, the "Holder Indemnified Parties"), against any losses, claims, damages, liabilities or expenses, joint or several, to which any such Holder Indemnified Party may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement under which such Registrable Securities were registered under the Securities Act pursuant hereto, or any post-effective amendment thereof, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, if used prior to the effective date of the registration statement and not corrected in the final prospectus, or contained in the final prospectus (as amended or supplemented, if the Company shall have filed with the Commission any amendment thereof or supplement thereto), or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or (iii) any violation or alleged violation by the Company of the Securities Act or the Exchange Act, any state securities laws or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities laws asserted by a third party in connection with a registration statement under which Registrable Securities were registered under the Securities Act pursuant hereto; and will reimburse any such Holder Indemnified Party for any legal or other expenses reasonably incurred by such Holder Indemnified Party in connection with investigating or defending any such loss, claim, damage, liability or expense; provided, however, that the indemnity agreement contained in this Section 6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or expense if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld); and provided further that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon any such untrue statement or omission or alleged untrue statement or omission which has been made in said registration statement, preliminary prospectus, prospectus or amendment or supplement or omitted therefrom in reliance upon and in conformity with information furnished in writing to the Company by the Holder specifically for use in the preparation thereof.

(f) To the extent permitted by law, each Holder will indemnify and hold harmless the Company, the Partnership GP, the general partner of the Partnership GP and their respective officers and each other Person, if any, who controls the Company within the meaning of Section 15 of the Securities Act (each, a "Company Indemnified Party" and collectively, the "Company Indemnified Parties"; a Holder Indemnified Party and Company Indemnified Party are sometimes referred to as an "Indemnified Party" and the Holder Indemnified Parties and the Company Indemnified Parties are sometimes collectively referred to as the "Indemnified Parties"), against any losses, claims, damages, liabilities or expenses, joint or several, to which any such Company Indemnified Party may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement under which such Registrable Securities were registered under the Securities Act pursuant hereto, or any post-effective amendment thereof, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, if used prior to the effective date of the registration statement and not corrected in the final prospectus, or contained in the final prospectus (as amended or supplemented, if the Company shall have filed with the Commission any amendment thereof or supplement thereto), or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statement therein not misleading or (iii) any violation or alleged violation by the Company or the Holders of the Securities Act or the Exchange Act, any state securities laws or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities laws asserted by a third party in connection with a registration statement under which Registrable Securities were registered under the Securities Act pursuant hereto; and will reimburse any such Company Indemnified Party for any legal or other expenses reasonably incurred by such Company Indemnified Party in connection with investigating or defending any such loss, claim, damage, liability or expense; provided that such Holder shall not be liable in any such case unless any such loss, claim, damage, liability or expense arises out of or is based upon any information furnished in writing to the Company by the Holder specifically for use in the preparation thereof.

(g) Promptly after receipt by an Indemnified Party under this Section 6 of notice of the commencement of any action (including any governmental action), such Indemnified Party will, if a claim in respect thereof is to be made against the Company under this Section 6, notify the Company in writing of the commencement thereof and the Company shall have the right to participate in, and, to the extent the Company so desires, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an Indemnified Party shall have the right to retain its own counsel, with the fees and expenses to be paid by the Company, if representation of such Indemnified Party by the counsel retained by the Company would be inappropriate due to actual or potential differing interests between such Indemnified Party and any other party represented by such counsel in such proceeding. The failure to so notify the Company within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve the Company of any liability to the Indemnified Party under this Section 6, but the omission so to notify the Company will not relieve it of any liability that it may have to any Indemnified Party otherwise than under this Section 6.

(h) If the indemnification provided for in this Section 6 from an indemnifying party is unavailable to an Indemnified Party hereunder in respect of any losses, claims, damages, liabilities or expenses referred to herein, then an indemnifying party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by an indemnifying party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of an indemnifying party and Indemnified Parties in connection with the actions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of an indemnifying party and Indemnified Parties shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, an indemnifying party or Indemnified Parties, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 6 hereof, any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 6 were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. In no event shall any selling Holder be required to contribute any amounts pursuant to this Section 6 in excess of the net proceeds received by such Holder in connection with such sale less any amounts paid by such Holder pursuant to the indemnification provisions of this Section 6. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

7. Reports Under Exchange Act. With a view to making available to the Holder the benefits of Rule 144 under the Securities Act and any other rule or regulation of the Commission that may at any time permit the Holder to sell securities of the Company to the public without registration, the Company agrees to:

(i) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act, and the rules and regulations adopted by the Commission thereunder; and

(j) furnish to the Holder such information as may be reasonably requested in availing the Holder of any rule or regulation of the Commission that permits the sale of any securities without registration.

Upon the written request of any Holder in connection with a proposed sale of Registrable Securities pursuant to Rule 144 (or any similar provision then in force) under the Securities Act, the Company will deliver promptly to such Holder a written statement as to whether the Company has complied with the requirements of this Section 7(a).

8. Assignment of Registration Rights. The right to cause the Company to register Registrable Securities pursuant to this Agreement may not be assigned, in whole or in part, by any party listed on Annex A hereto without the prior written consent of the Company, provided that any party on Annex A hereto may assign its rights under this Agreement in whole or in part to another party listed on Annex A without the prior written consent of the Company.

9. Condition to the Obligation of the Parties. The effectiveness of this Agreement and the respective obligations of each party to effect the transactions contemplated by this Agreement shall be subject to the fulfillment of the condition that the Combination shall have been consummated in accordance with the terms of the Combination Agreement.

10. Notices. All notices and other communications provided for or permitted hereunder shall be made in writing and shall be deemed to have been duly given or made if (i) delivered personally, (b) expedited delivery service or (c) certified or registered mail, postage prepaid. Any such notice shall be deemed given upon its receipt at the following address:

If to any Holder, initially at

Bradley Resources Company
1151 SW 30th Street, Suite E
Palm City, Florida 34991-6938
Attention: James R. McGoogan

and thereafter at such other address, notice of which is given to the Company in accordance with this Section 10; and

If to the Company, initially at

Dorchester Minerals, L.P.
c/o Dorchester Minerals Management GP LLC
3738 Oak Lawn Avenue, Suite 300
Dallas, Texas 75219
Attention: William Casey McManemin
Fax: (214) 559-0301

and thereafter at such other address, notice of which is given in accordance with this Section 10.

11. Counterparts. This Agreement may be executed in two or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

12. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. No provision of this Agreement will be construed as the basis for any liability of the Company in connection with the Combination

Agreement or any of the transactions contemplated thereby (other than the registration of the Registrable Securities pursuant to this Agreement).

13. Governing Law; Jurisdiction. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW REQUIRING THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THE DGCL EXPRESSLY APPLIES TO A PARTICULAR MATTER.

14. Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof (which may be generally or in a particular instance and either retroactively or prospectively) may not be given, except pursuant to a writing signed by the Company and the holders of at least a majority of the Registrable Securities.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

Company:

DORCHESTER MINERALS, L.P.

By: Dorchester Minerals Management, L.P., its general partner

By: Dorchester Minerals Management GP LLC,
its general partner

By: _____
Name: William Casey McManemin
Title: Chief Executive Officer

Holders:

ANNEX A

LIST OF HOLDERS

Exhibit 10.1

AGREEMENT AND PLAN OF MERGER

among

DORCHESTER MINERALS, L.P.,

DORCHESTER MINERALS ACQUISITION LP

and

BRADLEY ROYALTY PARTNERS, LLC

September 24, 2004

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INDEX TO EXHIBITS AND SCHEDULES

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement") dated as of September 24, 2004, and effective as of the Effective Time (as hereinafter defined), among Dorchester Minerals, L.P., a Delaware limited partnership (the "Partnership"), Dorchester Minerals Acquisition LP, an Oklahoma limited partnership ("Sub") and Bradley Royalty Partners, LLC, a Florida limited liability company ("Bradley").

W I T N E S S E T H:

WHEREAS, management of each of Bradley, the Partnership and Sub have determined to engage in a business combination, whereby Bradley shall be merged with and into Sub (the "Merger").

WHEREAS, subject to the approval of the members of Bradley, and further subject to the terms and conditions set forth herein, management of each of the parties hereto has determined to enter into the Merger in accordance with this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE 1

THE MERGER

1.1. Merger; Effective Time of the Merger.

Upon the terms and subject to the conditions of this Agreement, at the Effective Time, Bradley shall be merged with and into Sub in accordance with the Oklahoma Revised Uniform Limited Partnership Act (the "ORLPA") and the Florida Limited Liability Company Act ("FLLCA"), and Sub shall continue its existence as the surviving entity in the Merger (the "Surviving Entity"). At the closing of the Merger (the "Closing"), certificates of merger, prepared and executed in accordance with the relevant provisions of the ORLPA and the FLLCA, with respect to the Merger (the "Certificates of Merger") shall be filed with the Oklahoma Secretary of State and the Florida Secretary of State. The Merger shall become effective at such time as the Certificates of Merger are duly filed with the Oklahoma Secretary of State or at such later time on the day of the Closing as is specified in the Certificates of Merger pursuant to the mutual agreement of the Partnership and Bradley (the "Effective Time").

1.2 Closing.

The Closing shall take place (i) at the offices of Thompson & Knight L.L.P., 1700 Pacific Avenue, Suite 3300, Dallas, Texas 75201, at 9:00 a.m., local time, on the day which is five (5) consecutive Business Days after the day on which the last of the conditions to the obligations of the parties set forth in Article 6 is fulfilled or waived (subject to Applicable Law) or is capable of being fulfilled at the Closing, or (ii) at such other time or place or on such other date as the parties hereto shall agree; provided, however, that the parties shall use their

reasonable best efforts to cause the closing to occur prior to or on September 30, 2004. The date on which the Closing is required to take place is herein referred to as the "Closing Date."

1.3 Effects of the Merger.

The Merger shall have the effects specified in the ORLPA and FLLCA, each as amended. This Agreement shall constitute a plan of merger with respect to the Merger.

1.4 Surviving Entity.

The Certificate of Limited Partnership of Sub, as in effect immediately prior to the Effective Time, shall be the Certificate of Limited Partnership of the Surviving Entity, until thereafter amended in accordance with the terms and as provided by the ORLPA. The Agreement of Limited Partnership of Sub shall be the limited partnership agreement of the Surviving Entity, until thereafter amended in accordance with its terms and as provided by the ORLPA. The general partner of the Surviving Entity is Dorchester Minerals Acquisition GP, Inc. and its address is 3738 Oak Lawn Avenue, Dallas, Texas 75219.

1.5 Merger Consideration and Conversion of Securities.

At the Effective Time, by virtue of the Merger and without any action on the part of the Partnership, Sub, Bradley or any holder of the following interests, the membership interests in Bradley shall be converted into and become an aggregate number of Common Units equal to 1,200,000 Common Units (the "Merger Consideration"). Each member of Bradley at the Effective Time shall receive a proportionate share of such Common Units, in the same respective percentages as the membership interests of such member bears to the aggregate membership interests of all of the members of Bradley. For the purposes of the preceding sentence, "membership interests" shall have the meaning assigned to such term in the Regulations of Bradley Royalty Partners, L.L.C. dated as of January 1, 1999, as amended, and in effect immediately prior to the Effective Time, and shall be determined as of immediately prior to the Effective Time. All membership interests in Bradley (the "Converted Securities"), when converted as provided herein, shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.

1.6 Exchange Agent; Payment.

(a) Prior to the Closing Date, the Partnership shall designate EquiServe Trust Company, N.A. (the "Exchange Agent") for the purpose of payment of the Merger Consideration.

(b) As soon as practicable after the Effective Time, the Partnership will make available to the Exchange Agent, for the benefit of the members of Bradley, for exchange in accordance with Section 1.6, certificates representing the number of whole Common Units issuable pursuant to Section 1.5 in exchange for the Converted Securities. Promptly after the Effective Time, the Partnership will send, or will cause the Exchange Agent to send, to each member of Bradley at the Effective Time (i) a certificate representing that number of whole Common Units that such member has a right to

receive pursuant to the provisions of this Article 1 and (ii) a Transfer Application for use in admission of such members as limited partners in the Partnership.

(c) Each holder of Converted Securities that have been converted into the Merger Consideration, upon delivery to the Partnership of a properly completed Transfer Application, will be admitted into the Partnership as a limited partner in accordance with the Partnership Agreement. Prior to such time, each such party shall have the rights of an "Assignee" under the Partnership Agreement.

(d) All Common Units issued as Merger Consideration in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such exchanged Converted Securities.

(e) None of the Partnership, Sub, Bradley, their general partners, their managers or their transfer agents shall be liable to a member of Bradley for any amount paid in good faith to a public official pursuant to applicable property, escheat or similar laws.

(f) No certificates or scrip evidencing fractional Common Units shall be issued upon the Merger, and such fractional interests shall not entitle the owner thereof to any rights of a limited partner of the Partnership. In lieu of fractional interests, each member of Bradley shall receive a number of Common Units rounded to the nearest whole Common Unit, with half Common Units being rounded up to the nearest whole Common Unit.

(g) Promptly following the date which is six months after the Effective Time, the Exchange Agent shall deliver to the Surviving Entity all cash, certificates and other documents and instruments in its possession relating to the transactions described in this Agreement, and the Exchange Agent's duties shall terminate. Thereafter, each holder of a Converted Security shall (subject to applicable abandoned property, escheat, and similar laws) look only to the Surviving Entity for payment of the applicable Merger Consideration, but such holder shall have no greater rights against the Surviving Entity than may be accorded to general creditors of the Surviving Entity under Applicable Law.

1.7 Dissenting Members.

Notwithstanding anything in this Agreement to the contrary, in the event that dissenters' rights are available in connection with the Merger pursuant to the FLLCA, each membership interest of Bradley immediately prior to the Effective Time and held by a member who has not voted in favor of the Merger and this Agreement and who complies with all of the relevant provisions of the FLLCA for the exercise of dissenters' rights shall not be convertible into or exchangeable for the right to receive the Merger Consideration. If such member fails to perfect or effectively withdraws or loses such dissenters' rights, such holder's membership interests shall thereupon be deemed to have been converted into and exchangeable for the right to receive, as of the Effective Time, the Merger Consideration.

1.8 Tax Consequences.

Bradley, the Partnership, and Sub agree that for federal income tax purposes the Merger will be treated as a contribution of all of Bradley's assets and liabilities to the Partnership in exchange for the Merger Consideration, followed by a liquidating distribution of the Merger Consideration to the members of Bradley. Bradley will terminate under Section 708 of the Code as a result of the liquidating distribution.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP

The Partnership represents and warrants to Bradley that:

2.1 Organization.

The Partnership is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware. Sub is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Oklahoma. The Partnership has full power and authority to own, lease or otherwise hold and operate its properties and assets and to carry on its business as presently conducted. The Partnership is duly qualified and in good standing to do business as a foreign limited partnership in each jurisdiction in which the conduct or nature of its business or the ownership, leasing, holding or operating of its properties makes such qualification necessary, except such jurisdictions where the failure to be so qualified or in good standing, individually or in the aggregate, would not have a Material Adverse Effect.

2.2 Governing Documents.

The Partnership Agreement has been, and prior to the Closing the Partnership Agreement will be, duly authorized, executed and delivered by the Partnership and is, and will be, a valid and legally binding agreement, enforceable against the Partnership in accordance with its terms; provided, however, that the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 Capitalization of the Partnership.

(a) All of the outstanding Common Units have been duly authorized and validly issued in accordance with the Partnership Agreement, are fully paid and nonassessable, and, as of the respective dates of the SEC Filings and the Partnership Financial Statements, were issued and held as described therein. Dorchester Minerals Management LP (the "Partnership GP"), a Delaware limited partnership, is the sole general partner of the Partnership. On the date hereof, the issued and outstanding limited partner interests of the Partnership consist of 27,040,431 Common Units.

(b) The Common Units to be issued pursuant to this Agreement (and the limited partner interests represented thereby), will be duly authorized in accordance with the Partnership Agreement, and, when issued and delivered pursuant to this Agreement in accordance with the terms hereof, will be validly issued, fully paid (to the extent required under the Partnership Agreement) and nonassessable and will be issued free and clear of any lien, claim or Encumbrance.

(c) Except for the Common Units to be issued pursuant to this Agreement, as described in the Partnership Agreement or as set forth on Schedule 2.3(c), there are no preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any interests in the Partnership pursuant to the Partnership Agreement or any other agreement or instrument to which the Partnership is a party or by which it may be bound. Neither the offering nor the sale of the Common Units, as contemplated by this Agreement, gives rise to any rights for or relating to the registration of any Common Units or other securities of the Partnership. Except for the Common Units to be issued pursuant to this Agreement or as described in the Partnership Agreement, no options, warrants or other rights to purchase, agreements or other obligations to issue, or rights to convert any obligations into or exchange any securities for, Common Units or other securities of the Partnership are outstanding.

(d) The Common Units when issued and delivered against payment therefor as provided herein, will conform in all material respects to the description thereof contained in the Partnership Agreement. The Partnership has all requisite power and authority to issue, sell and deliver the Common Units in accordance with and upon the terms and conditions set forth in this Agreement and the Partnership Agreement. As of the Closing Date, all partnership action for the authorization, issuance, sale and delivery of the Common Units shall have been validly taken, and no other authorization by any of such parties is required therefore.

2.4 Authority Relative to This Agreement.

The Partnership and Sub have full partnership power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Partnership and Sub of this Agreement, and the consummation by them of the transactions contemplated hereby, have been duly authorized by the Partnership GP (for itself in its capacity as the general partner of Partnership, for itself or on behalf of Sub), and no other partnership proceedings on the part of the Partnership and Sub are necessary to authorize the execution, delivery and performance by the Partnership and Sub of this Agreement and the consummation by it of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Partnership and Sub and constitutes, and each other agreement, instrument or document executed or to be executed by the Partnership and Sub in connection with the transactions contemplated hereby has been, or when executed will be, duly executed and delivered by the Partnership or Sub and constitutes, or when executed and delivered will constitute, a valid and legally binding obligation of the Partnership or Sub enforceable against the Partnership or Sub in accordance with their respective terms, except that such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and (ii) equitable principles

which may limit the availability of certain equitable remedies (such as specific performance) in certain instances

2.5 Noncontravention.

Except as otherwise indicated on Schedule 2.5, the execution, delivery and performance by the Partnership or the Sub of this Agreement and the consummation by it of the transactions contemplated hereby do not and will not (i) conflict with or result in a violation of any provision of the Partnership Agreement or the certificate of limited partnership of the Partnership, (ii) conflict with or result in a violation of any provision of, or constitute (with or without the giving of notice or the passage of time or both) a default under, or give rise (with or without the giving of notice or the passage of time or both) to any right of termination, cancellation or acceleration under, any bond, debenture, note, mortgage, indenture, lease, contract, agreement or other instrument or obligation to which the Partnership or Sub is a party or by which the Partnership or Sub or any of their properties may be bound, (iii) result in the creation or imposition of any Encumbrance upon the properties of the Partnership or Sub or (iv) assuming compliance with the matters referred to in Section 2.6, violate any Applicable Law binding upon the Partnership or Sub, except, in the case of clauses (ii), (iii) and (iv) above, for any such conflicts, violations, defaults, terminations, cancellations, accelerations or Encumbrances which would not, individually or in the aggregate, have a Material Adverse Effect on the Partnership or Sub.

2.6 Governmental Approvals.

To the Knowledge of the Partnership, no consent, approval, order or authorization of, or declaration, filing or registration with, any Governmental Entity is required to be obtained or made by the Partnership or Sub in connection with the execution, delivery or performance by the Partnership of this Agreement or the consummation by it of the transactions contemplated hereby, other than (i) compliance with any applicable federal or state securities or takeover laws, (ii) filings of the Certificates of Merger and filings with Governmental Entities to occur in the ordinary course following the consummation of the transactions contemplated hereby, and (iii) such consents, approvals, orders or authorizations which, if not obtained, and such declarations, filings or registrations which, if not made, would not, individually or in the aggregate, have a Material Adverse Effect on the Partnership.

2.7 Financial Statements.

Attached as Schedule 2.7 or filed with the SEC Filings are copies of (i) the Partnership's unaudited consolidated balance sheet as of June 30, 2004 (the "Partnership Latest Balance Sheet"), and the related unaudited consolidated statements of income, partners' equity and cash flows for the six-month period then ended (the "Partnership Unaudited Financial Statements"), and (ii) the Partnership's audited consolidated balance sheet as of December 31, 2003, and the related audited consolidated statements of income, stockholders' equity and cash flows for the year then ended, and the notes and schedules thereto, together with the report thereon of Grant Thornton LLP, independent certified public accountants (the "Partnership Audited Financial Statements") (collectively, the "Partnership Financial Statements"). The Partnership Financial Statements (A) have been prepared from the books and records of the

Partnership in conformity with generally accepted accounting principles applied on a basis consistent with preceding years throughout the periods involved, and (B) accurately and fairly present the Partnership's consolidated financial position as of the respective dates thereof and its consolidated results of operations and cash flows for the periods then ended, except that the Partnership Unaudited Financial Statements are subject to audit adjustments, which in the Partnership's reasonable judgment should not be material in the aggregate.

2.8 Absence of Undisclosed Liabilities.

To the Knowledge of the Partnership, as of the date of this Agreement, the Partnership does not have any liability or obligation (whether accrued, absolute, contingent, unliquidated or otherwise), except (i) liabilities reflected on the Partnership Latest Balance Sheet, (ii) liabilities described in the notes accompanying the Partnership Audited Financial Statements, (iii) liabilities which have arisen since the date of the Partnership Latest Balance Sheet in the ordinary course of business (none of which is a material liability for breach of contract, tort or infringement), (iv) liabilities arising under executory provisions of contracts entered into in the ordinary course of business (none of which is a material liability for breach of contract), (v) liabilities disclosed on Schedule 2.8 and (vi) other liabilities which, in the aggregate, are not material to the Partnership.

2.9 Absence of Certain Changes.

As of the date of this Agreement, except as disclosed on Schedule 2.9, since the date of the Partnership Unaudited Financial Statements, (i) there has not been any material adverse change in, or any event or condition that might reasonably be expected to result in any Material Adverse Effect in, the assets or financial condition of the Partnership, (ii) the businesses of the Partnership have been conducted only in the ordinary course consistent with past practice, (iii) the Partnership has not incurred any material liability, engaged in any material transaction or entered into any material agreement outside the ordinary course of business consistent with past practice, and (iv) the Partnership has not suffered any material loss, damage, destruction or other casualty to any of its assets (whether or not covered by insurance).

2.10 Compliance With Laws.

Except as disclosed on Schedule 2.10, to the Knowledge of the Partnership, the Partnership has complied in all material respects with all Applicable Laws, except for noncompliance with such Applicable Laws which, individually or in the aggregate, does not and will not have a Material Adverse Effect on the Partnership. Except as disclosed on Schedule 2.10, the Partnership has not received any written notice from any Governmental Entity, which has not been dismissed or otherwise disposed of, that the Partnership has not so complied. The Partnership is not charged or, to the Knowledge of the Partnership, threatened with, or under investigation with respect to, any violation of any Applicable Law relating to any aspect of the business of the Partnership, other than violations which, individually or in the aggregate, do not and in the reasonable judgment of the Partnership will not have a Material Adverse Effect on the Partnership.

2.11 Brokerage Fees.

Neither the Partnership nor Sub has retained any financial advisor, broker, agent or finder or paid or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement or any transaction contemplated hereby.

2.12 Listing.

The outstanding Common Units are listed for trading on the NASDAQ National Market System.

2.13 SEC Filings.

The Partnership has filed with the Securities and Exchange Commission all forms, reports, schedules, statements, and other documents required to be filed by it since October 31, 2002 under the Securities Act, the Exchange Act, and all other federal securities laws. All forms, reports, schedules, statements, and other documents (including all amendments thereto) filed by the Partnership with the Securities and Exchange Commission since such date are herein collectively referred to as the "SEC Filings." The Partnership has delivered or made available to Bradley accurate and complete copies of all the SEC Filings in the form filed by the Partnership with the Securities and Exchange Commission. The SEC Filings, at the time filed, complied in all material respects with all applicable requirements of federal securities laws. To the Knowledge of the Partnership, none of the SEC Filings, including, without limitation, any financial statements or schedules included therein, at the time filed, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. All material contracts of the Partnership have been included in the SEC Filings, except for those contracts not required to be filed pursuant to the rules and regulations of the Securities and Exchange Commission. The Partnership shall deliver or make available to Bradley as soon as they become available accurate and complete copies of all forms, reports, and other documents furnished by it to its limited partners generally or filed by it with the Securities and Exchange Commission subsequent to the date hereof and prior to the Closing Date.

2.14 Ownership.

All of the ownership interests of Sub are held, directly and indirectly, by the Partnership and Sub will be treated as a disregarded entity for federal income tax purposes.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES
OF BRADLEY

Bradley represents and warrants to the Partnership and Sub that:

3.1 Organization and Existence.

Bradley is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Florida. Bradley has full power and authority to own, lease or otherwise hold and operate its properties and assets and to carry on its business as presently conducted. Bradley is duly qualified and in good standing to do business as a foreign limited liability company in each jurisdiction in which the conduct or nature of its business or the ownership, leasing, holding or operating of its properties makes such qualification necessary.

3.2 Authority Relative to This Agreement.

Bradley has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Bradley of this Agreement, and the consummation by it of the transactions contemplated hereby, have been duly authorized by all necessary action. The managers of Bradley have approved the Merger and this Agreement, and declared the Merger and this Agreement to be in the best interests of the members of Bradley. Bradley has obtained approval of the Merger and this Agreement by at least ninety-five percent (95%) of the outstanding membership interests of Bradley, entitled to vote upon such matters, by means a Consent and First Amendment to the Regulations of Bradley Royalty Partners, L.L.C., effective as of July 1, 2004. This Agreement has been duly executed and delivered by Bradley and constitutes, and each other agreement, instrument or document executed or to be executed by Bradley in connection with the transactions contemplated hereby has been, or when executed will be, duly executed and delivered by Bradley and constitutes, or when executed and delivered will constitute, a valid and legally binding obligation of Bradley enforceable against Bradley in accordance with their respective terms, except that such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and (ii) equitable principles which may limit the availability of certain equitable remedies (such as specific performance) in certain instances.

3.3 Noncontravention.

Except as otherwise indicated on Schedule 3.3, the execution, delivery and performance by Bradley of this Agreement and the consummation by it of the transactions contemplated hereby, do not and will not (i) conflict with or result in a violation of any provision of the respective charter or other governing instruments of Bradley, (ii) conflict with or result in a violation of any provision of, or constitute (with or without the giving of notice or the passage of time or both) a default under, or give rise (with or without the giving of notice or the passage of time or both) to any right of termination, cancellation or acceleration under, any bond,

debenture, note, mortgage, indenture, lease, contract, agreement or other instrument or obligation to which Bradley is a party or by which Bradley or any of the Properties may be bound, (iii) result in the creation or imposition of any Encumbrance upon the Properties or (iv) assuming compliance with the matters referred to in Section 3.4, violate any Applicable Law binding upon Bradley.

3.4 Governmental Approvals.

No consent, approval, order or authorization of, or declaration, filing or registration with, any Governmental Entity is required to be obtained or made by Bradley in connection with the execution, delivery or performance by Bradley of this Agreement or the consummation by it of the transactions contemplated hereby, other than (i) compliance with any applicable state securities or takeover laws, and (ii) filings of the Certificates of Merger or filings with Governmental Entities to occur in the ordinary course following the consummation of the transactions contemplated hereby.

3.5 Capitalization.

The issued and outstanding membership interests of Bradley are held of record by those persons listed in Schedule 3.5 and are all of the issued and outstanding interests in Bradley. All outstanding membership interests of Bradley are validly issued, fully paid and non-assessable, and are not subject to preemptive rights. Except as set forth in this Section 3.5 or in Schedule 3.5, there are outstanding: (i) no membership interests, voting debt or other voting securities of Bradley; (ii) no securities of Bradley convertible into or exchangeable for membership interests, or other voting securities of Bradley; and (iii) no options, warrants, calls, rights (including preemptive rights), commitments or agreements to which Bradley is a party or by which it is bound in any case obligating Bradley to issue, deliver, sell, purchase, redeem or acquire, or cause to be issued, delivered, sold, purchased, redeemed or acquired, additional membership interests or any or other securities of either Bradley or any other person or obligating Bradley to grant, extend or enter into any such option, warrant, call, right, commitment or agreement. There are no outstanding options, warrants or other rights to subscribe for or to purchase from Bradley any security of Bradley or securities convertible into or exchangeable for membership interests or other voting securities of Bradley. There are not as of the date hereof and there will not be at the Effective Time any stockholder agreements, voting trusts or other agreements or understandings to which Bradley is a party or by which it is bound relating to the voting of any membership interests or voting securities of Bradley from, or the casting of votes by, the members of Bradley with respect to the Merger.

3.16 Title to Properties.

Bradley has one hundred percent (100%) of the beneficial interest in the Properties and Bradley Nominee Corporation, a New York corporation, has one hundred percent (100%) of the legal title to the Properties. At the Closing, by virtue of the merger of Bradley Nominee Corporation with and into Bradley between the date of this Agreement and the Closing, Bradley will have one hundred percent (100%) of both the legal title to and the beneficial interest in the Properties. At the Closing, Bradley will have good and marketable title to, or valid

leasehold and right-of-way interests in, all of the Properties, free and clear of all Encumbrances other than Encumbrances set forth on Schedule 3.6.

3.7 Financial Statements.

Bradley has delivered to the Partnership accurate and complete copies of (i) an unaudited consolidated balance sheet as of June 30, 2004 (the "Bradley Latest Balance Sheet"), and the related unaudited consolidated statements of income and members' equity for the seven-month period then ended (the "Bradley Latest Financial Statements"), and (ii) an unaudited consolidated balance sheet as of November 30, 2003, and the related consolidated statements of income and members' equity for the year then ended, (the "Bradley Annual Financial Statements") (collectively, the "Bradley Financial Statements"). The Bradley Financial Statements (A) have been prepared from the books and records of Bradley in conformity with generally accepted accounting principles applied on a basis consistent with preceding years throughout the periods involved, except that the Bradley Latest Financial Statements are not accompanied by notes or other textual disclosures required by generally accepted accounting principles, and (B) accurately and fairly present Bradley consolidated financial position as of the respective dates thereof and its consolidated results of operations and cash flows for the periods then ended, except that the Bradley Latest Financial Statements are subject to audit adjustments, which in Bradley's reasonable judgment should not be material in the aggregate.

3.8 Absence of Undisclosed Liabilities.

To the Knowledge of Bradley, as of the date of this Agreement, Bradley has no liability or obligation with respect to the Properties (whether accrued, absolute, contingent, unliquidated or otherwise), except (i)liabilities reflected on Bradley Latest Balance Sheet, (ii) liabilities described in the notes accompanying Bradley Annual Financial Statements, (iii) liabilities which have arisen since the date of the Bradley Latest Balance Sheet in the ordinary course of business (none of which is a material liability for breach of contract, tort or infringement), (iv) liabilities arising under executory provisions of contracts entered into in the ordinary course of business (none of which is a material liability for breach of contract), (v) liabilities disclosed on Schedule 3.8.

3.9 Absence of Certain Changes.

As of the date of this Agreement, except as disclosed on Schedule 3.9, since the date of the Bradley Latest Balance Sheet, (i) there has not been any material adverse change in, or any event or condition that might reasonably be expected to result in any material adverse change in, the assets or financial condition of Bradley or any of the Properties, (ii) the business of Bradley has been conducted only in the ordinary course consistent with past practice, (iii) Bradley has not incurred any material liability, engaged in any material transaction or entered into any material agreement outside the ordinary course of business consistent with past practice with respect to the Properties, (iv) Bradley has not suffered any material loss, damage, destruction or other casualty to any of the Properties (whether or not covered by insurance) and (v) Bradley has not taken any of the actions set forth in Section 4.2 except as permitted thereunder.

3.10 Tax Matters.

Bradley has filed all federal, state and local Tax Returns required to be filed by it, including those relating to real and personal property taxes, ad valorem taxes, severance taxes and any other Taxes imposed on or with respect to the Properties and any production therefrom. All Tax Returns have been timely filed with the applicable taxing authority, except as set forth on Schedule 3.10, and all Taxes required to be shown thereon have been paid. There are no liens for Taxes (other than for taxes not yet due and payable) upon Bradley or any of the Properties. There has been no issue raised or adjustment proposed (and to the Knowledge of Bradley, none is pending) by the IRS or any other taxing authority in connection with any of such Tax Returns, nor has Bradley received any written notice from the IRS or any such other taxing authority that any such Tax Return is being audited or may be audited or examined. Bradley has not received a written notice of a claim made by any Taxing authority in a jurisdiction where Bradley does not file Tax Returns that it is or may be subject to Tax in such jurisdiction. Bradley has not agreed to the extension of any statute of limitations on the assessment or collection of any such Tax or with respect to any such Tax Return. There are no Tax rulings, requests for rulings or closing agreements with any taxing authority with respect to Bradley. Bradley has no current or potential contractual obligation, through Tax sharing agreement or otherwise, to indemnify any other person with respect to Taxes or to make any distribution to its members with respect to any current or future tax liability of such members. Neither Bradley nor any of its members has filed an election on IRS Form 8832, Entity Classification Election, causing Bradley to be classified as an association taxable as a corporation for U.S. federal income tax purposes. No direct or indirect member of Bradley is a "foreign person" as defined in Section 1445 of the Code. Bradley has delivered to the Partnership a Form W-9 completed and executed by each Bradley Member.

3.11 Compliance with Laws.

Except as disclosed on Schedule 3.11, Bradley has complied in all material respects with all Applicable Laws relating to the ownership or operation of the Properties, except for noncompliance with such Applicable Laws which, individually or in the aggregate, do not and will not have a Material Adverse Effect on Bradley or the Properties. Except as disclosed on Schedule 3.11, Bradley has not received any written notice from any Governmental Entity, which has not been dismissed or otherwise disposed of, that Bradley has not so complied. Bradley has not been charged or, threatened with, or under investigation with respect to, any violation of any Applicable Law relating to any aspect of the ownership or operation of the Properties.

3.12 Legal Proceedings.

Except for the Lawsuits and as set forth on Schedule 3.12, there are no Proceedings pending or, to the Knowledge of Bradley, threatened against or involving Bradley or rights of Bradley with respect to the Properties. Bradley is not subject to any judgment, order, writ, injunction, or decree of any Governmental Entity which has had or is reasonably likely to materially affect title to or the value of any of the Properties. There are no Proceedings pending or, to the Knowledge of Bradley, threatened against Bradley or the Properties, seeking to restrain, prohibit, or obtain damages or other relief in connection with this Agreement or the

transactions contemplated hereby or which could reasonably be expected to affect Bradley's ability to consummate the transactions contemplated hereby.

3.13 Permits.

Bradley holds all Permits necessary or required for the conduct of its business as currently conducted, except for Permits the absence of which do not and will not have a Material Adverse Effect on Bradley or the Properties. Each of such Permits is in full force and effect and Bradley is in compliance with each such Permit, except in such respects as would not reasonably be expected to have a Material Adverse Effect on Bradley or the Properties. Except as disclosed on Schedule 3.13, Bradley has not received any written notice from any Governmental Entity and no Proceeding is pending or, to the Knowledge of Bradley, threatened with respect to any alleged failure by Bradley to have any Permit the absence of which would have a Material Adverse Effect on Bradley or the Properties.

3.14 Environmental Matters.

Except as disclosed on Schedule 3.14, Bradley has not received any written notice of any investigation or inquiry regarding the Properties from any Governmental Entity under any Applicable Law pertaining to the environment, Hazardous Substances or Hazardous Wastes ("Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by, inter alia, the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), and the Resource Conservation and Recovery Act of 1976, as amended by, inter alia, the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 ("RCRA"). To the Knowledge of Bradley, as of the date hereof, the Properties have not been used for Disposal of any Hazardous Substance and no condition otherwise exists on any such property, such that such property would be subject to any material remedial obligations under any Applicable Environmental Laws which obligations would have a Material Adverse Effect on Bradley or the Properties. The term "Hazardous Substance" as used herein shall have the meaning specified in CERCLA, and the terms "Hazardous Waste" and "Disposal" shall have the meanings specified in RCRA.

3.15 Revenue and Expense Information; Records.

The property list, cash receipts, disbursements and production volumes with respect to the Properties described on Schedule 3.15 are true and correct and Bradley has good and marketable title to the Properties to which such receipts, disbursements and production volumes relate. Bradley has not received any written notice of and does not have knowledge of any adverse claim against Bradley's title to the Properties. The Records are true and correct in all material respects and accurately reflect the ownership and operation of the Properties by Bradley. Bradley has not distributed to the Bradley Members any cash received by Bradley on or after July 1, 2004.

3.16 Commitments.

To Bradley's Knowledge, Bradley has incurred no expenses, and has made no commitments to make expenditures (and Bradley has not entered into any agreements that would

obligate Partnership to make expenditures), in connection with (and no other obligations or liabilities have been incurred which would adversely affect) the ownership or operation of the Properties after the Effective Time.

3.17 No Alienation.

Within 120 days of the date hereof, Bradley has not sold, assigned, conveyed, or transferred or contracted to sell, assign, convey or transfer any right or title to, or interest in, the Properties.

3.18 Make-Up Rights.

To Bradley's Knowledge, Bradley has not, nor has any other party, received prepayments (including but not limited to, payments for gas not taken pursuant to "take-or-pay" or similar arrangements) for any oil or gas produced from the Properties as a result of which the obligation does or may exist to deliver oil or gas produced from the Properties after the Effective Time without then receiving payment (or without then receiving full payment) therefor or to make repayments in cash, and the working interest owners have not so delivered any oil or gas from the Properties or so made any such repayment in cash.

3.19 Imbalance.

To Bradley's Knowledge, any imbalance among the owners of the interests in the wells and units included in the Properties are consistent with those that are normal and customary in the oil and gas industry.

3.20 Preferential Rights and Consents to Assign.

To Bradley's Knowledge, there are no consents to assignment or waivers of preferential rights to purchase that must be obtained from third parties in order for Bradley to consummate the transactions contemplated by this Agreement without violating or breaching a duty or obligation of Bradley.

3.21 No Participating Minerals.

To Bradley's Knowledge, the Properties do not include any unleased mineral interest where Bradley has agreed to bear a share of drilling, operating or other costs as a participating mineral owner.

3.22 Brokerage Fees.

Bradley has not retained any financial advisor, broker, agent or finder or paid or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement or any transaction contemplated hereby.

3.23 Investment Intent.

Bradley has delivered to the Partnership an Investor Questionnaire in the form attached as Exhibit 3.23 completed and executed by each member of Bradley.

3.24 Disclosure.

(a) No representation or warranty of Bradley in this Agreement and no statement in the Schedules hereto omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

(b) There is no fact known to Bradley that has specific application to Bradley or the Properties (other than general economic or industry conditions) as far as Bradley can reasonably foresee, that materially threatens, the assets, business, prospects, financial condition, or results of operations of Bradley or the Properties that has not been set forth in this Agreement or the Schedules hereto.

3.25 Insurance.

Bradley has insurance in such amounts and against such risks and losses as are customary for companies engaged in the business of the ownership of mineral and royalty interests.

3.26 Employees.

Bradley does not have and never has had any employees or employee benefit plans.

3.27 Agreements, Contracts and Commitments.

Schedule 3.27 lists all leases, contracts, agreements and instruments to which it is a party as of the date hereof and which are in any single case of material importance to the conduct of the business of Bradley (true and correct copies of each such document requested by the Partnership have been previously delivered to the Partnership and a written description of each oral arrangement so listed). Except as set forth in Schedule 3.27, Bradley does not have as of the date hereof (i) any collective bargaining agreements or any agreements that contain any severance pay liabilities or obligations, (ii) any bonus, deferred compensation, pension, profit-sharing or retirement plans, programs or other similar employee benefit arrangements, (iii) any employment agreement, contract or commitment with an employee, or agreements to pay severance, (iv) any agreement of guarantee or indemnification running from Bradley to any person or entity, (v) any agreement, indenture or other instrument for borrowed money and any agreement or other instrument which contains restrictions with respect to payment of dividends or any other distribution in respect of the Converted Securities or any other outstanding securities, (vi) any agreement, contract or commitment containing any covenant limiting the freedom of Bradley to engage in any line of business or compete with any person, (vii) any agreement, contract or commitment relating to capital expenditures in excess of $25,000 and involving future payments, (viii) amy agreement, contract or commitment relating to the

acquisition of assets or capital stock of any business enterprise, or (ix) any agreement, contract or commitment not made in the ordinary course of business. Except as set forth in Schedule 3.27, Bradley has not breached, nor to Bradley's Knowledge is there any claim or any legal basis for a claim that Bradley has breached, any of the terms or conditions of any agreement, contract or commitment set forth in the Schedules or of any other agreement, contract or commitment, which breach would have a Material Adverse Effect on Bradley or the Properties.

ARTICLE 4

CONDUCT OF BRADLEY PENDING MERGER; CERTAIN ACTIONS RELATING TO CLOSING

4.1 Conduct and Preservation of Business of Bradley.

Bradley hereby covenants and agrees with the Partnership that, except as contemplated by this Agreement, during the period from the date hereof to the Effective Time, Bradley (i) shall conduct its operations according to the ordinary course of business consistent with past practice and in material compliance with all Applicable Laws, (ii) shall use its reasonable best efforts to preserve, maintain and protect its Properties and business organizations, keep available the services of its current officers and employees, and endeavor to preserve its relationship with customers, suppliers and others having business dealings with it to the end that its goodwill and ongoing business shall not be impaired in any material respect at the Effective Time.

4.2 Restrictions on Certain Actions of Bradley.

Except as otherwise expressly provided in this Agreement, prior to the Effective Time, Bradley shall not, without the consent of the Partnership (which consent shall not be unreasonably withheld):

(a) amend its certificate of formation, limited liability company agreement or similar governing documents;

(b) (i) create, incur, guarantee or assume any indebtedness for borrowed money or otherwise become liable or responsible for the obligations of any other person, (ii) make any loans, advances or capital contributions to, or investments in, any other person, or (iii) mortgage or pledge any of the Properties or any interests therein or any of its material assets, tangible or intangible, or create any material lien thereupon (except for statutory liens (including materialmen's, mechanic's, repairmen's, landlord's and other similar liens) arising in connection with the ordinary course of business securing payments not yet due and payable or, if due and payable, the validity of which is being contested in good faith by appropriate legal proceedings and for which adequate reserves have been set aside);

(c) (i) enter into, adopt or (except as may be required by law) amend or terminate any bonus, profit sharing, compensation, severance, termination, stock appreciation right, restricted stock, performance unit, stock equivalent, stock purchase, pension, retirement, deferred compensation, employment, severance or other employee

benefit agreement, trust, plan, fund or other arrangement for the benefit or welfare of any director, officer or employee, (ii) except for normal increases in the ordinary course of business consistent with past practice that, in the aggregate, do not result in a material increase in benefits or compensation expense to Bradley, increase in any manner the compensation or fringe benefits of any manager, officer or employee of Bradley or (iii) pay to any manager, officer or employee of Bradley any benefit not required by any employee benefit agreement, trust, plan, fund or other arrangement as in effect on the date hereof;

(d) acquire, sell, lease, transfer or otherwise dispose of, directly or indirectly, any assets or any of the Properties or any interests therein or;

(d) amend, modify or change any existing lease, contract or other agreement, other than in the ordinary course of the business consistent with past practice;

(f) waive, release, grant or transfer any rights of value, other than in the ordinary course of business consistent with past practice;

(g) delay payment of any account payable or any known or accrued liability beyond the earlier of thirty (30) days or its due date or the date when such liability would have been paid in the ordinary course of business consistent with past practice, unless such delay is due to a good faith dispute as to liability or amount;

(h) permit any current insurance or reinsurance or continuation coverage to lapse if such policy insures risks, contingencies or liabilities (including product liability) related to the Properties other than in connection with any advance renewal or replacement of an existing insurance policy;

(i) make any capital expenditure;

(j) pay, discharge or satisfy any claims, liabilities or obligations (whether accrued, absolute, contingent, unliquidated or otherwise, and whether asserted or unasserted), other than the payment, discharge or satisfaction in the ordinary course of business consistent with past practice, or in accordance with their terms, of liabilities reflected or reserved against in the Bradley Financial Statements, or incurred since the date of the Bradley Latest Balance Sheet in the ordinary course of business consistent with past practice; provided, however, that expenses incurred in connection with the transactions contemplated by this Agreement shall not be deemed to be in the ordinary course of business and shall be borne by the members of Bradley in accordance with Section 5.6 of this Agreement;

(k) enter into any material lease, contract, agreement, commitment, arrangement or transaction;

(l) change any of the accounting principles or practices used by it, except for any change required by reason of a concurrent change in GAAP and notice of which is given in writing to the Partnership;

(m) enter into any hedging, swap, fixed price sale or purchase or other derivative contract;

(n) accelerate collection of any notes or accounts receivable generated by Bradley or its business by using collections efforts beyond what would have been used in the ordinary course of business;

(o) (i) declare or pay any dividends on or make other distributions in respect of any of its membership interests, other than dividends or distributions of cash received or royalty payment checks received on or prior to June 30, 2004 (it being the intention of the parties that at Closing Bradley will have all cash relating to receipts since July 1, 2004 less any allowable disbursements made in accordance with this Section 4.2 (the "Contributed Cash")); (ii) split, combine or reclassify any of its membership interests or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for such membership interests; (iii) repurchase, redeem or otherwise acquire, any of its securities;

(p) issue, deliver or sell, or authorize or propose to issue, deliver or sell, any of its securities of any class, any voting debt or other securities or any securities convertible into, or any rights, warrants or options to acquire, any such securities, voting debt, other securities or convertible securities;

(q) authorize, recommend, propose or announce an intention to adopt a plan of complete or partial liquidation or dissolution of Bradley;

(r) merge into or with or consolidate with any other corporation or acquire all or substantially all of the business or assets of any corporation or other Person;

(s) except as set forth in this Section 4.2, take any action which would make any of the representations or warranties of Bradley untrue as of any time from the date of this Agreement to the date of the Closing, or would result in any of the conditions set forth in this Agreement not being satisfied; or

(t) agree in writing or otherwise take any of the actions described in this Section 4.2.

ARTICLE 5

ADDITIONAL AGREEMENTS

5.1 Access to Information; Confidentiality.

From the date hereof through the Effective Time, Bradley shall afford the Partnership and their representatives reasonable access to the offices and personnel of Bradley, and to the Properties and the books and records relating to Bradley and the Properties during normal business hours, in order that the Partnership may have a full opportunity to make such investigations as it desires with respect to Bradley and the Properties; provided, however, that such investigation shall be upon reasonable notice and shall not unreasonably disrupt the

personnel and operations of Bradley or impede the efforts of Bradley to comply with their other obligations under this Agreement. Such books and records shall include all books, contracts, commitments, files and Records, including but not limited to, all abstracts of title, title opinions, title files, ownership maps, lease files, assignments, division orders, operating records and agreements, well files, minute books, financial and accounting records, geological, geophysical and engineering records, in each case pertaining to Bradley and the Properties insofar as same may now be in existence and in the possession of Bradley or their affiliates, excluding, however, any information that Bradley or its affiliates are prohibited from disclosing by third party confidentiality restrictions. Each party shall hold in confidence all such information on the terms and subject to the conditions contained in the Confidentiality Agreement dated November 17, 2003 (the "Confidentiality Agreement").

5.2 Notification of Certain Matters.

Each party shall give prompt notice to the other party of (i) the discovery of any fact or circumstance which would be likely to cause any representation or warranty of such party contained in this Agreement to be untrue or inaccurate in any material respect and (ii) any material failure of such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder. The delivery of any notice pursuant to this Section 5.2 shall not be deemed to (i) modify the representations or warranties hereunder of the party delivering such notice, (ii) modify the conditions set forth in Article 6 or (iii) limit or otherwise affect the remedies available hereunder to the party receiving such notice.

5.3 Reasonable Best Efforts.

Each party hereto agrees that it will not voluntarily undertake any course of action inconsistent with the provisions or intent of this Agreement and will use its reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary, proper or advisable under Applicable Laws to consummate the transactions contemplated by this Agreement, including, without limitation, (i) cooperation in determining whether any other consents, approvals, orders, authorizations, waivers, declarations, filings or registrations of or with any Governmental Entity or third party are required in connection with the consummation of the transactions contemplated hereby, (ii) using its reasonable best efforts to obtain any such consents, approvals, orders, authorizations and waivers and to effect any such declarations, filings and registrations, (iii) using its reasonable best efforts to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby, (iv) using its reasonable best efforts to defend, and to cooperate in defending, all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby and (v) the execution of any additional instruments necessary to consummate the transactions contemplated hereby.

2.4 Public Announcements.

Except as may be required by Applicable Law or by obligations pursuant to any listing agreement with any national securities exchange or interdealer quotation system, no party shall issue any press release or otherwise make any public statement with respect to this

Agreement or the transactions contemplated hereby without the prior written consent of the other party. Any such press release or public statement required by Applicable Law or any such listing agreement shall only be made after reasonable notice to the other party.

5.5 Amendment of Schedules.

Each party hereto agrees that, with respect to the representations and warranties of such party contained in this Agreement, such party shall have the continuing obligation until the Closing to supplement or amend the Schedules hereto with respect to any matter hereafter discovered which, if known at the date of this Agreement, would have been required to be set forth or described in the Schedules. For all purposes of this Agreement, including without limitation for purposes of determining whether the conditions set forth in Sections 6.2(a) and 6.3(a) have been fulfilled, the Schedules hereto shall be deemed to include only that information contained therein on the date of this Agreement and shall be deemed to exclude all information contained in any supplement or amendment thereto.

5.6 Fees and Expenses.

Except as otherwise expressly provided in this Agreement, all fees and expenses, including fees and expenses of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby ("Closing Costs") shall be paid by the party incurring such fee or expense, whether or not the Closing shall have occurred; provided, however, that the Closing Costs of Bradley shall be borne and paid by the members of Bradley (or out of cash receipts of Bradley received prior to June 30, 2004). The Partnership shall pay all costs of recording and filing (i) the Certificates of Merger, (ii) all state, federal and Indian transfer and assignment documents, (iii) all applications and other documents required for the transfer of permits and operatorship of the Properties, and (iv) all other instruments.

5.7 Tax Reporting.

(a) Pre-Closing Tax Periods. Bradley and the Partnership agree that for U.S. federal income tax purposes the merger of Bradley with and into the Sub will result in the termination of Bradley under Section 708 of the Code as of the Effective Time. The members of Bradley shall be solely liable for and shall pay all federal, state and local income taxes and any franchise or excise taxes based on net income, including any interest, penalties or additions attributable thereto of Bradley (and any costs or expenses connected therewith) due for all Pre-Closing Tax Periods. The managers of Bradley will prepare and file or cause to be prepared and filed all Tax Returns for Bradley that are required to be filed with the appropriate Governmental Entities for any Pre-Closing Tax Period, including the final federal income tax return on IRS Form 1065 for the Pre-Closing Tax Period that ends as of the Effective Time.

(b) Post-Closing Tax Periods. Except as provided in Section 5.7(a), Bradley shall have no liability for, and the Partnership and Sub shall be solely liable for and shall pay, all Taxes of Bradley (and any costs or expenses connected therewith) due for any taxable year or taxable period.

(c) Cooperation on Tax Matters. The Partnership, Sub, Bradley, and the members of Bradley shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns pursuant to this Section 5.7 and in connection with any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention, and (upon the other party's request) the provision, of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Partnership, Bradley and members of Bradley further agree, upon request, to use, or cause to be used, commercially reasonable efforts to obtain any certificate or other document from any Taxing authority or any other person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed.

5.8 Listing of Units.

The Partnership shall use its reasonable efforts to cause the Common Units to be issued pursuant to this Agreement to be approved for listing on the NASDAQ National Market.

5.9 Post-Closing Assurances and Access to Records.

After the Closing, Bradley, Sub and the Partnership shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Agreement and under any exhibit, document, certificate or other instrument delivered pursuant hereunto. After the Closing, the Partnership and its authorized representatives shall have reasonable access (including copying privileges at Bradley's sole cost and expense) during Bradley's normal business hours to all Records of Bradley pertaining to the Properties and not included in the Properties, wheresoever such Records may be located for the purpose of prosecuting or defending claims, lawsuits or other proceedings, for audit purposes, or to comply with legal process, rules, regulations or orders of any board, agency, tribunal or government.

5.10 Management Contract.

On or prior to the Closing, Bradley shall terminate the Management Contract dated April 1, 1999 between Bradley and James R. McGoogan as amended by amendment dated April 1, 2002 (the "Management Contract").

5.11 Bradley Members.

Following the Closing, the Partnership shall indemnify, save and hold harmless each of the Bradley Members from, against and in respect of and will pay to such Persons, whether or not involving a third party claim, any and all losses suffered or incurred by the Bradley Members by reason of any untrue representation or breach of warranty contained in Section 2.14 of this Agreement. It is expressly understood that each of the Bradley Members is intended to be a third party beneficiary of the provisions of this Section 5.11.

ARTICLE 6

CONDITIONS

6.1 Conditions to Obligations of the Parties.

The obligations of the parties to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions:

(a) Legal Proceedings. No preliminary or permanent injunction or other order, decree, or ruling issued by a Governmental Entity, and no statute, rule, regulation, or executive order promulgated or enacted by a Governmental Entity, shall be in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated hereby; and no Proceeding by a Governmental Entity shall have been commenced or threatened (and be pending or threatened on the Closing Date) against the Partnership, Bradley or the Properties, or any of their respective affiliates, associates, directors, or officers seeking to prevent or challenging the transactions contemplated hereby.

(b) Consents. All consents, approvals, orders, authorizations and waivers of, and all declarations, filings and registrations with, third parties (including Governmental Entities) required to be obtained or made by or on the part of the parties hereto, or otherwise reasonably necessary for the consummation of the transactions contemplated hereby, shall have been obtained or made, and all thereof shall be in full force and effect at the time of Closing, unless the failure to obtain or make any such consent, approval, order, authorization, waiver, declaration, filing or registration would not have a Material Adverse Effect on the Partnership.

6.2 Conditions to Obligation of Bradley.

The obligation of Bradley to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions:

(a) Representations and Warranties. All the representations and warranties of the Partnership contained in this Agreement and in any agreement, instrument or document delivered pursuant hereto or in connection herewith on or prior to the Closing Date, shall be true and correct in all material respects on and as of the Closing Date as if made on and as of such date, except as affected by transactions permitted by this Agreement and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct in all material respects as of such specified date.

(b) Covenants and Agreements. The Partnership and Sub shall have performed and complied with in all material respects all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Material Adverse Effect with respect to the Partnership, and Bradley shall have received a certificate signed by an officer of the Partnership GP, in each case to his Knowledge, to such effect.

(d) Certificates. Bradley shall have received a certificate from the Partnership, in form and substance mutually acceptable to Bradley and the Partnership, dated the Closing Date, representing and certifying that the conditions set forth in Sections 6.1 and 6.2 have been fulfilled and a certificate as to the incumbency of the officers executing this Agreement on behalf of the Partnership.

(e) Opinion of Counsel. Bradley shall have received an opinion of counsel for the Partnership in form and substance mutually acceptable to Bradley and the Partnership.

(f) Registration Rights Agreement. The Partnership shall have executed and delivered the Registration Rights Agreement, in substantially the form set forth as Exhibit 6.2(f).

6.3 Conditions to Obligation of the Partnership and Sub. The obligation of the Partnership and Sub to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions:

(a) Representations and Warranties. All the representations and warranties of Bradley contained in this Agreement and in any agreement, instrument or document delivered pursuant hereto or in connection herewith on or prior to the Closing Date, shall be true and correct in all material respects (other than any representation or warranty that is qualified by materiality or a Material Adverse Effect, which shall be true and correct in all respects) on and as of the Closing Date as if made on and as of such date, except as affected by transactions permitted by this Agreement and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct in all material respects as of such specified date.

(b) Covenants and Agreements. Bradley shall have performed and complied with in all material respects all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(c) No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Material Adverse Effect with respect to Bradley or the Properties, and the Partnership shall have received a certificate signed by an officer of Bradley, in each case to his Knowledge, to such effect.

(d) Certificates. The Partnership shall have received a certificate from Bradley, in form and substance mutually acceptable to the Partnership and Bradley, dated the Closing Date, representing and certifying that the conditions set forth in Sections 6.1

and 6.3 have been fulfilled, a certificate as to the incumbency of the officers executing this Agreement on behalf of Bradley and a certificate that the Contributed Cash constitutes all cash received by Bradley with respect to the Properties, less any disbursements with respect to the Properties, on or after July 1, 2004 through the Closing Date.

(e) Due Diligence. The due diligence investigation of Partnership with respect to Bradley and the Properties shall have been completed to the satisfaction of the Partnership, including but not limited to confirmation of the accuracy of information described in Section 3.14 of this Agreement.

(f) Opinion of Counsel. The Partnership shall have received an opinion of counsel for Bradley in form and substance mutually acceptable to the Partnership and Bradley.

(g) Dissenters' Rights. Bradley shall have fully complied with the applicable provisions of the FLLCA with respect to dissenters' rights and no members of Bradley shall have perfected dissenters' rights, and the Partnership shall have received a certificate signed by an officer of Bradley, in each case to his Knowledge, to such effect.

(h) Management Contract.The Management Contract shall have been terminated.

(i) Record Title. Bradley shall have good and marketable title to, or valid leasehold and right of way interests in, all of the Properties, free and clear of all Encumbrances other than the Encumbrances set forth on Schedule 3.6.

ARTICLE 7

TERMINATION, AMENDMENT AND WAIVER

7.1 Termination.

This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Effective Time, whether before or after the approval of the Merger and this Agreement by the members of Bradley in the following manner:

(a) By mutual written consent of the parties hereto;

(b) By Bradley, the Partnership or Sub, if:

(i) The Merger shall not have been consummated on or before December 31, 2004, unless such failure to close shall be due to a material breach of this Agreement by the party seeking to terminate this Agreement pursuant to this clause (i);

(ii) There shall be any Applicable Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited or a

Governmental Entity shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby, and such order, decree, ruling or other action shall have become final and nonappealable;

(c) By Bradley, if (i) any of the representations and warranties of the Partnership contained in this Agreement shall not be true and correct such that the condition set forth in Section 6.2(a) would not be satisfied, or (ii) the Partnership shall have failed to fulfill in any material respect any of its material obligations under this Agreement, which failure is material to the obligations of such party under this Agreement, and, in the case of each of clauses (i) and (ii), such misrepresentation, breach of warranty or failure (provided it can be cured) has not been cured within 30 days of notice thereof by Bradley.

(d) By the Partnership and Sub, if (i) any of the representations and warranties of any of Bradley contained in this Agreement shall not be true and correct such that the condition set forth in Section 6.3(a) would not be satisfied or (ii) Bradley shall have failed to fulfill in any material respect any of their material obligations under this Agreement, which failure is material to the obligations of such party under this Agreement, and, in the case of each of clauses (i) and (ii), such misrepresentation, breach of warranty or failure (provided it can be cured) has not been cured within 30 days of notice thereof by the Partnership.

7.2 Effect of Termination.

In the event of the termination of this Agreement pursuant to Section 7.1 by any party, written notice thereof shall forthwith be given to the other parties specifying the provision hereof pursuant to which such termination is made, and this Agreement shall become void and have no effect, and there shall be no liability hereunder on the part of any party hereto or the general partner of the Partnership, or any of their respective directors, officers, employees, unitholders or representatives, except that the agreements contained in this Section 7.2, in Sections 5.1 and 5.6, Article 8 and in Article 9 shall survive the termination hereof. Nothing contained in this Section 7.2 shall otherwise relieve any party from liability for damages actually incurred as a result of any breach of this Agreement. No termination of this Agreement shall affect the obligations of the parties pursuant to the Confidentiality Agreements referred to in Section 5.1.

7.3 Amendment.

Any provision of this Agreement (including the Exhibits hereto) may be amended, to the extent permitted by law, prior to the Effective Time if, and only if, such amendment is in writing and signed, in the case of an amendment, by the parties hereto.

7.4 Waiver.

Each of the parties to this Agreement may (i) waive any inaccuracies in the representations and warranties of the other contained herein or in any document, certificate or writing delivered pursuant hereto or (ii) waive compliance by the other with any of the other's

agreements or fulfillment of any conditions to its own obligations contained herein. Any agreement on the part of a party hereto to any such waiver shall be valid only if set forth in an instrument in writing signed by or on behalf of such party. No failure or delay by a party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

ARTICLE 8

SURVIVAL MATTERS

8.1 Survival of Representations and Warranties.

The representations and warranties contained in this Agreement shall expire with, and be extinguished by, the Closing, and thereafter no party hereto or any shareholder, director, officer, employee or affiliate of such party shall have any liability whatsoever (whether pursuant to this Agreement or otherwise) with respect to any such representation or warranty. This Section 8.1 shall have no effect upon any other obligations of the parties hereto under this Agreement, whether to be performed before, at or after the Closing. This Section 8.1 shall have no effect upon any other obligations of the parties hereto under this Agreement, whether to be performed before, at or after the Closing.

ARTICLE 9

MISCELLANEOUS

9.1 Notices.

All notices, requests, demands and other communications required or permitted to be given or made hereunder by any party hereto shall be in writing and shall be deemed to have been duly given or made if (i) delivered personally, (ii) transmitted by first class registered or certified mail, postage prepaid, return receipt requested, (iii) sent by prepaid overnight courier service or (iv) sent by telecopy or facsimile transmission, answer back requested, to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

(a) If to Bradley or to the Members:

Bradley Royalty Partners, LLC
c/o James R. McGoogan
765 SW Wisper Bay Drive
Palm City, Florida 34990-1429

with a copy to:

Hodgson Russ LLP
1800 One M&T Plaza, Suite 2000
Buffalo, New York 14203
Attention: Richard F. Campbell, Esq.
Telefax: (716) 849-0349

and to:

George C. Bradley
1215 Sadler Drive
Carlisle, Pennsylvania 17013

(b) If to the Partnership or Sub:

3738 Oak Lawn Avenue
Suite 300
Dallas, Texas 75219
Attention: William Casey McManemin
Telefax: (214) 559-0933

with a copy to:

Thompson & Knight LLP
1700 Pacific Avenue, Suite 3300
Dallas, Texas 75201
Attention: Joe Dannenmaier
Telefax: (214) 969-1751

Such notices, requests, demands and other communications shall be effective (i) if delivered personally or sent by courier service, upon actual receipt by the intended recipient, (ii) if mailed, the date of delivery as shown by the return receipt therefor or (iii) if sent by telecopy or facsimile transmission, when the answer back is received.

9.2 Entire Agreement.

This Agreement, together with the Schedules, Exhibits and other writings referred to herein or delivered pursuant hereto, including the Confidentiality Agreement referenced in Section 5.1, constitute the entire agreement between the parties hereto with respect to the subject

matter hereof and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

9.3 Binding Effect; Assignment; Third Party Benefit.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (by operation of law or otherwise) without the prior written consent of the other parties. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

9.4 Severability.

If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by Applicable Law.

9.5 Governing Law; Consent to Jurisdiction.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Each of the parties submits to the jurisdiction of any state or federal court sitting in the State of Texas, County of Dallas, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Texas, in any action or proceeding arising out of or relating to this Agreement, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court, and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to maintenance of any action or proceeding so brought.

9.6 Descriptive Headings.

The descriptive headings herein are inserted for convenience of reference only, do not constitute a part of this Agreement and shall not affect in any manner the meaning or interpretation of this Agreement.

9.7 Disclosure.

Each of the Schedules to this Agreement shall be deemed to include and incorporate all disclosures made on the other Schedules to this Agreement. Certain information set forth in the Schedules is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. It is understood and agreed that the specification of any dollar amount in the representations and warranties contained in this Agreement or the inclusion of any specific item in the Schedules is not intended to imply that such amounts or

higher or lower amounts, or the items so included or other items, are or are not material, and no party shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Schedules in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in a Schedule is or is not material for purposes of this Agreement.

9.8 Gender.

Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

9.9 References.

All references in this Agreement to Articles, Sections and other subdivisions refer to the Articles, Sections and other subdivisions of this Agreement unless expressly provided otherwise. The words "this Agreement," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Whenever the words "include," "includes" and "including" are used in this Agreement, such words shall be deemed to be followed by the words "without limitation." Each reference herein to a Schedule or Exhibit refers to the item identified separately in writing by the parties hereto as the described Schedule or Exhibit to this Agreement. All Schedules and Exhibits are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

9.10 Counterparts.

This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all, the parties hereto.

9.11 Injunctive Relief.

The parties hereto acknowledge and agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement, and shall be entitled to enforce specifically the provisions of this Agreement, in any court of the United States or any state thereof having jurisdiction, in addition to any other remedy to which the parties may be entitled under this Agreement or at law or in equity.

ARTICLE 10

DEFINITIONS

10.1 Certain Defined Terms.

As used in this Agreement, each of the following terms has the meaning given it below:

"Affiliate" shall mean, with respect to any person, any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such person.

"Applicable Law" shall mean any statute, law, rule or regulation or any judgment, order, writ, injunction or decree of any Governmental Entity to which a specified person or property is subject.

"Bradley Members" shall mean those members of Bradley identified in Schedule 3.5.

"Business Day" shall mean a day on which banks are open for the transaction of business in Dallas, Texas.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Common Unit" shall mean a Common Unit, as defined in the Partnership Agreement.

"Encumbrances" shall mean liens, charges, pledges, options, mortgages, deeds of trust, security interests, claims, restrictions (whether on voting, sale, transfer, disposition or otherwise), easements and other encumbrances of every type and description, whether imposed by law, agreement, understanding or otherwise.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Governmental Entity" shall mean any court or tribunal in any jurisdiction (domestic or foreign) or any public, governmental, or regulatory body, agency, department, commission, board, bureau or other authority or instrumentality (domestic or foreign).

"IRS" shall mean the Internal Revenue Service.

"Knowledge" shall mean that an individual will be deemed to have "Knowledge" of a particular fact or other matter if such individual is actually aware of such

fact or other matter; or a prudent individual could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter. The Partnership will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving as chief executive officer or chief operating officer of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter. Any person other than an individual or the Partnership will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving, or who has at any time served as a director, officer, partner, executor, or trustee of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

"Lawsuits" shall mean Case Nos. CJ-93-348 (Dist. Court for Grady County, Oklahoma) and CJ-97-68 (Dist. Court for Washita County, Oklahoma) in which Bradley Nominee Corporation is a class action plaintiff the details of which have been previously delivered to the Partnership and any other class action lawsuit that may arise which similarly relate to improperly calculated royalty payments made prior to June 30, 2004.

"Material Adverse Effect" shall mean with respect to any person, property or asset any adverse change or adverse condition in or relating to the financial condition of such person, including its subsidiaries, property or asset that is material to such person, its subsidiaries, property or asset taken as a whole; provided, however, that any prospective change or changes in the conditions listed above or relating to or resulting from (i) the transactions contemplated by this Agreement (or the announcement of such transactions), (ii) any change or changes in the prices of oil, gas, natural gas liquids or other hydrocarbon products or (iii) general economic conditions or local, regional, national or international industry conditions, shall not be deemed to constitute a Material Adverse Effect.

"Oil and Gas" shall mean oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate and all other liquid hydrocarbons, associated gases, vaporous substances or minerals produced from a well bore.

"Other Minerals" shall mean sulphur, lignite, coal, uranium, thorium, iron, geothermal steam, water, carbon dioxide, helium and all other minerals, ores or substances of value which are not generally produced from a wellbore in conjunction with the production of Oil and Gas.

"Partnership Agreement" shall mean the Amended and Restated Partnership Agreement of the Partnership, as currently in effect.

"Permits" shall mean licenses, permits, franchises, consents, approvals and other authorizations of or from Governmental Entities.

"Permitted Encumbrances" means (i) Encumbrances created by Bradley, (ii) liens for Taxes not yet due and payable, (iii) statutory liens (including materialmen's, mechanic's, repairmen's landlord's, and other similar liens) arising in connection with the ordinary course of business securing payments not yet due and payable and (iv) such defects, imperfections or irregularities of title, if any, as are not substantial in character, amount or extent and do not materially impair the conduct of normal operations of the Properties.

"Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, enterprise, unincorporated organization or Governmental Entity.

"Pre-Closing Tax Period" shall mean all taxable periods (or portions thereof) ending on or before the Effective Time.

"Proceedings" shall mean all proceedings, actions, claims, suits, investigations and inquiries by or before any arbitrator or Governmental Entity.

"Properties" shall mean:

(a) All of Bradley's interest in and to the Oil and Gas and Other Minerals in, under and that may be produced from (or pursuant to the terms of) the properties, rights and interests described in Schedule A;

(b) All other right, title and interest of Bradley, of whatever kind or character, in and to (i) the Oil and Gas and Other Minerals in, under and that may be produced from the lands described in Schedule A (including without limitation interests in oil, gas and mineral leases, overriding royalty interests, fee royalty interests, fee mineral interests and other interests) and (ii) any other oil, gas and/or mineral property, right, interest or license, whether real/immovable, personal/movable, vested, contingent or otherwise, to the extent any such property, right, interest or license is located, or relates to lands located, anywhere in the states referenced in Schedule A;

(c) All of Bradley's interests in and to all Oil and Gas and/or Other Mineral unitization, pooling and/or communitization agreements, declarations and/or orders, and in and to the properties, rights and interests covered and the Units created thereby, which cover, affect or otherwise relate to the properties, rights and interests described in clause (a) or (b) above;

(d) All of Bradley's interest in and rights under all operating agreements, production sales contracts, processing agreements, transportation agreements, gas balancing agreements, farm-out and/or farm-in agreements, salt water disposal agreements, area of mutual interest agreements and other contracts and/or agreements which cover, affect, or otherwise relate to the properties, rights and interests described in clause (a), (b), or (c) above or to the operation of such properties, rights and interests or to the treating, handling, storing, processing, transporting or marketing of Oil and Gas or Other Minerals produced from (or allocated to) such properties, rights and interests, as same may be amended or supplemented from time to time;

(e) all of Bradley's interest in and to all improvements, fixtures, movable or immovable property and other real and/or personal property (including, without limitation, all wells, pumping units, wellhead equipment, tanks, pipelines, flow lines, gathering lines, compressors, dehydration units, separators, meters, buildings, injection facilities, salt water disposal facilities, and power, telephone and telegraph lines), and all easements, servitudes, rights-of-way, surface leases, licenses, permits and other surface rights, which are now or hereafter used, or held for use, in connection with the properties,

rights and interests described in clause (a), (b) or (c) above, or in connection with the operation of such properties, rights and interests, or in connection with the treating, handling, storing, processing, transporting or marketing of Oil and Gas or Other Minerals produced from (or allocated to) such properties, rights and interests;

(f) all Oil and Gas and Other Minerals produced from or allocated to the properties, rights and interests described in clauses (a), (b) and/or (c) above, and any products processed or obtained therefrom (herein collectively called the "Production"), together with (i) all proceeds of Production (regardless of whether the severance of the Production to which such proceeds relates occurred on, before or after the Effective Time hereof), and (ii) all liens and security interests securing payment of the proceeds from the sale of such Production, including, but not limited to, those liens and security interests provided for under statutes enacted in the jurisdiction in which the Properties are located, or statutes made applicable to the Properties under federal law (or some combination of federal and state law);

(g) all payments received in lieu of production from the properties, rights and interests described in clauses (a), (b) and/or (c) above (regardless of whether such payments accrued, and/or the events which gave rise to such payments occurred, on, before or after the Effective Time hereof, including, without limitation, (i) "take or pay" payments and similar payments, (ii) payments received in settlement of or pursuant to a judgment rendered with respect to take or pay or similar obligations or other obligations under a production sales contract, (iv) payments received under a gas balancing agreement or similar written or oral arrangement, as a result of (or received otherwise in settlement of or pursuant to judgment rendered with respect to) rights held by Bradley as a result of Bradley (and/or its predecessors in title) taking or having taken less gas from lands covered by a property right or interest described in clauses (a), (b) and/or (c) above, than their ownership of such property right or interest would entitle them to receive and (v) shut-in rental or royalty payments (the payments described in this clause (g) being herein called "Payments in Lieu of Production");

(h) to the extent legally transferable, all favorable contract rights and choses in action (i.e. rights to enforce contracts or to bring claims thereunder) related to the properties, rights and interests described in clauses (a) through (g) above (regardless of whether the same arose, and/or the events which gave rise to the same occurred on, before or after the Effective Time hereof, and further regardless of whether same arise under contract, the law or in equity); and

(i) all rights, estates, powers and privileges appurtenant to the foregoing rights, interests and properties, including without limitation executive rights (i.e. rights to execute leases), rights to receive bonuses and delay rentals and rights to grant pooling authority.

"Reasonable Best Efforts" shall mean a party's best efforts in accordance with reasonable commercial practice and without the incurrence of unreasonable expense.

"Records" means all data, files or records in Bradley's control or possession pertaining to the ownership and operation of the Properties, including but not limited to all abstracts of title, accounting records, property tax records, financial reports and projections, escrow reports, books, contract files, division order files, documents evidencing the prices currently being paid for production, engineering data, geological and geophysical reports, lease files, logs, maps, pressure data, production records, supplemental abstracts of title, title curative materials, title opinions, title reports and other data useful to or used in connection with the development, exploration or operation of the Properties.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Tax" shall mean any income taxes or similar assessments or any sales, excise, occupation, use, ad valorem, property, production, severance, transportation, employment, payroll, franchise or other tax imposed by any United States federal, state or local (or any foreign or provincial) taxing authority, including any interest, penalties or additions attributable thereto.

"Tax Return" means any return or report, including any related or supporting information, with respect to Taxes.

"Transfer Application" shall have the meaning assigned to it in the Partnership Agreement.

"Unit" means, collectively, a drilling, spacing, proration, production or enhanced recovery unit formed pursuant to a voluntary unitization, communitization or pooling agreement, or a drilling, spacing, proration, production or enhanced recovery unit formed under or pursuant to law, rule or regulation or other action of a regulatory body having jurisdiction.

10.2 Certain Additional Defined Terms.

In addition to such terms as are defined in the opening paragraph of and the recitals to this Agreement and in Section 10.1, the following terms are used in this Agreement as defined in the Sections set forth opposite such terms:

Defined Term	Section Reference
Agreement	Introduction
Applicable Environmental Laws	3.13
Bradley	Introduction
Bradley Annual Financial Statements	3.7
Bradley Financial Statements	3.7
Bradley Latest Balance Sheet	3.7
Bradley Latest Financial Statements	3.7
CERCLA	3.13
Certificates of Merger	1.1
Closing	1.1
Closing Costs	5.6

Closing Date	1.1
Confidentiality Agreement	5.1
Contributed Cash	4.2(o)
Effective Time	1.1
FLLCA	1.1
Management Contract	5.10
Merger	Recitals
Merger Consideration	1.5
ORLPA	1.1
Partnership	Introduction
Partnership GP	2.3(a)
Partnership Audited Financial Statements	2.7
Partnership Financial Statements	2.7
Partnership Latest Balance Sheet	2.7
Partnership Unaudited Financial Statements	2.7
Payments in Lieu of Production Definition of Properties	
Production Definition of Properties	
RCRA	3.13
SEC Filings	2.13
Sub	Introduction

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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its representative thereunto duly authorized, all as of the date first above written.

PARTNERSHIP:

DORCHESTER MINERALS, L.P.

BY: Dorchester Minerals Management LP,
General Partner

BY: Dorchester Minerals Management GP LLC,
General Partner

By: /s/ William Casey McManemin

Name: William Casey McManemin
Title: Chief Executive Officer

SUB:

DORCHESTER MINERALS ACQUISTION GP, INC.

BY: Dorchester Minerals Acquisition GP, Inc.,
General Partner

By: /s/ William Casey McManemin

Name: William Casey McManemin
Title: President

BRADLEY:

BRADLEY ROYALTY PARTNERS, LLC

By: /s/ James R. McGoogan

James R. McGoogan, President

Exhibit 3.18

BYLAWS

OF

DORCHESTER MINERALS ACQUISITION GP, INC.

TABLE OF CONTENTS

BYLAWS

OF

DORCHESTER MINERALS ACQUISITION GP, INC.

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of Dorchester Minerals Acquisition GP, Inc. (hereinafter called the "Corporation") in the State of Oklahoma shall be at Raley Compressor Station, Intersection of Mile 43 Road and "K" Road, 2.5 Miles southwest of Hooker, Oklahoma, Hooker, Oklahoma 73945, and the registered agent in charge thereof shall be Rodney D. Childress.

Section 2. Other Offices. The Corporation may also have an office or offices, and keep the books and records of the Corporation, except as may otherwise be required by law, at such other place or places, either within or without the State of Oklahoma, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Place of Meeting. All meetings of the shareholders of the Corporation shall be held at the office of the Corporation or at such other places, within or without the State of Oklahoma, or, if so determined by the Board in its sole discretion, at no place (but rather by means of remote communication) as may from time to time be fixed by the Board of Directors, the Chairman of the Board or the President.

Section 2. Annual Meetings. Annual meetings of the shareholders of the Corporation for the election of directors and for the transaction of such other business as may properly come before such meetings shall be held during each calendar year on a date and at such hour as may be fixed by the Board of Directors, the Chairman of the Board or the President. Failure to designate a time for the annual meeting or to hold the annual meeting at the designated time shall not work a dissolution of the Corporation.

In order for business to be properly brought before the meeting by a shareholder, the business must be legally proper and written notice thereof must have been filed with the Secretary of the Corporation not less than 60 nor more than 120 days prior to the meeting. Each such notice shall set forth: (a) the name and address of the shareholder who intends to make the proposal as the same appears in the Corporation's records; (b) the class and number of shares of

stock of the Corporation that are beneficially owned, directly or indirectly, by such shareholder; and (c) a clear and concise statement of the proposal and the shareholder's reasons for supporting it.

The filing of a shareholder notice as required above shall not, in and of itself, constitute the making of the proposal described therein.

If the chairman of the meeting determines that any proposed business has not been properly brought before the meeting, he shall declare such business out of order; and such business shall not be conducted at the meeting.

Section 3. Special Meetings. Except as otherwise required by law and subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, special meetings of the shareholders for any purpose or purposes may be called only by a majority of the entire Board of Directors. Only such business as is specified in the notice of any special meeting of the shareholders shall come before such meeting.

Section 4. Notice of Meetings. Except as otherwise provided by law, notice of each meeting of the shareholders, whether annual or special, shall be given not less than 10 nor more than 60 days before the date of the meeting to each shareholder of record entitled to notice of the meeting. If mailed, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the shareholder at such shareholder's address as it appears on the records of the Corporation. Each such notice shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which shareholders and proxy holders may be deemed to be present in person and vote at such meeting and the purpose or purposes for which the meeting is called. Notice of any meeting of shareholders shall not be required to be given to any shareholder who shall attend such meeting in person or by proxy without protesting, prior to or at the commencement of the meeting, the lack of proper notice to such shareholder, or who shall waive notice thereof as provided in Article X of these Bylaws. Notice of adjournment of a meeting of shareholders need not be given if the time and place to which it is adjourned are announced at such meeting, unless the adjournment is for more than 30 days or, after adjournment, a new record date is fixed for the adjourned meeting. Notice to shareholders may be given by a form of electronic transmission if consented to by the shareholders to whom the notice is given.

Section 5. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation of the Corporation, the holders of a majority of the votes entitled to be cast by the shareholders entitled to vote, which if any vote is to be taken by classes shall mean the holders of a majority of the votes entitled to be cast by the shareholders of each such class, present in person or represented by proxy, shall constitute a quorum for the transaction of business at any meeting of the shareholders.

Section 6. Adjournments. Any meeting of shareholders, annual or special, may be adjourned solely by the chair of the meeting from time to time to reconvene at the same or some

other time, date and place. The shareholders present at a meeting shall not have authority to adjourn the meeting. Notice need not be given of any such adjourned meeting if the time, date and place, if any, thereof and the means of remote communications, if any, by which the shareholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. If the time, date and place of the adjourned meeting are not announced at the meeting at which the adjournment is taken, if the adjournment is for more than 30 days or if after the adjournment a new record date is fixed for the adjourned meeting, then the Secretary shall give notice of the adjourned meeting as provided in Article II, Section 4, not less than ten (10) days prior to the date of the adjourned meeting.

Section 7. Order of Business. At each meeting of the shareholders, the Chairman of the Board, or, in the absence of the Chairman of the Board, the President shall act as chairman. The order of business at each such meeting shall be as determined by the chairman of the meeting. The chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting, including, without limitation, the establishment of procedures for the maintenance of order and safety, limitations on the time allotted to questions or comments on the affairs of the Corporation, restrictions on entry to such meeting after the time prescribed for the commencement thereof, and the opening and closing of the voting polls. The chairman of the meeting shall announce at each such meeting the date and time of the opening and the closing of the voting polls for each matter upon which the shareholders will vote at such meeting.

Section 8. List of Shareholders. It shall be the duty of the Secretary or other officer of the Corporation who has charge of the stock ledger to prepare and make, at least 10 days before each meeting of the shareholders, a complete list of the shareholders entitled to vote thereat, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in such shareholder's name. Such list shall be produced and kept available at the times and places required by law. If the meeting is to be held at a place, such list shall be produced and kept open at the time and place of the meeting during the whole time thereof, and shall be subject to the inspection of any shareholder who may be present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any shareholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 9. Voting. Except as otherwise provided by law or by the Certificate of Incorporation of the Corporation, each shareholder of record of any class or series of stock having a preference over the Common Stock of the Corporation as to dividends or upon liquidation shall be entitled at each meeting of shareholders to such number of votes for each share of such stock as may be fixed in the Certificate of Incorporation or in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such stock, and each shareholder of record of Common Stock shall be entitled at each meeting of shareholders to one vote for each share of such stock, in each case, registered in such shareholder's name on the books of the Corporation:

(a) on the date fixed pursuant to Section 6 of Article VII of these Bylaws as the record date for the determination of shareholders entitled to notice of and to vote at such meeting; or

(b) if no such record date shall have been so fixed, then at the close of business on the day next preceding the date on which notice of such meeting is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

Each shareholder entitled to vote at any meeting of shareholders may authorize not in excess of three persons to act for such shareholder by a proxy signed by such shareholder or such shareholder's attorney-in-fact. Any such proxy shall be delivered to the secretary of such meeting at or prior to the time designated for holding such meeting but, in any event, not later than the time designated in the order of business for so delivering such proxies. No such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

At each meeting of the shareholders, all corporate actions to be taken by vote of the shareholders (except as otherwise required by law and except as otherwise provided in the Certificate of Incorporation) shall be authorized by a majority of the votes cast by the shareholders entitled to vote thereon, present in person or represented by proxy. Where a separate vote by a class or classes is required, the affirmative vote of the majority of shares of such class or classes present in person or represented by proxy at the meeting shall be the act of such class.

Unless required by law or determined by the chairman of the meeting to be advisable, the vote on any matter, including the election of directors, need not be by written ballot. In the case of a vote by written ballot, each ballot shall be signed by the shareholder voting, or by such shareholder's proxy, and shall state the number of shares voted.

Section 10. Inspectors of Election. Either the Board of Directors or, in the absence of an appointment of inspectors by the Board, the Chairman of the Board or the President shall, in advance of each meeting of the shareholders, appoint one or more inspectors to act at such meeting and make a written report thereof. In connection with any such appointment, one or more persons may, in the discretion of the body or person making such appointment, be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at any meeting of shareholders, the chairman of such meeting shall appoint one or more inspectors to act at such meeting. Each such inspector shall perform such duties as are required by law and as shall be specified by the Board, the Chairman of the Board, the President or the chairman of the meeting. Each such inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. Inspectors need not be shareholders. No director or nominee for the office of director shall be appointed such an inspector.

Section 11. Postponement and Cancellation of Meeting. Any previously scheduled annual or special meeting of the shareholders maybe postponed, and any previously scheduled annual or special meeting of the shareholders called by the Board may be canceled, by resolution of the Board upon public notice given prior to the time previously scheduled for such meeting of shareholders.

Section 12. Action Without Meeting. Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting if a consent thereto in writing or by electronic transmission is signed by the holders of the outstanding stock not having less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with applicable law.

ARTICLE III

BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate of Incorporation of the Corporation directed or required to be exercised or done by the shareholders.

Section 2. Number, Qualification and Election. The number of directors of the Corporation shall be fixed from time to time by resolution adopted by vote of a majority of the entire Board of Directors or the shareholders, provided that the number so fixed shall not be less than one nor more than fifteen.

The directors, other than those who may be elected by the holders of shares of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation pursuant to the terms of any resolution or resolutions providing for the issuance of such stock adopted by the Board, shall hold office until his successor is elected and qualified or until his earlier resignation or removal.

Each director shall be at least 21 years of age. Directors need not be shareholders of the Corporation.

Subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, at each annual meeting of the shareholders, all directors of the Corporation shall be elected.

In any election of directors, the persons receiving a plurality of the votes cast, up to the number of directors to be elected in such election, shall be deemed elected.

Section 3. Notification of Nominations. Subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, nominations for the election of directors may be made by the Board of Directors or by any shareholder entitled to vote for the election of directors. Any shareholder entitled to vote for the election of directors at a meeting may nominate persons for election as directors only if written notice of such shareholder's intent to make such nomination is given, either by personal delivery or by United States mail, postage prepaid, to the Secretary of the Corporation not later than (i) with respect to an election to be held at an annual meeting of shareholders, 90 days in advance of such meeting, and (ii) with respect to an election to be held at a special meeting of shareholders for the election of directors, the close of business on the seventh day following the date on which notice of such meeting is first given to shareholders. Each such notice shall set forth: (a) the name and address of the shareholder who intends to make the nomination of the person or persons to be nominated; (b) a representation that the shareholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (c) a description of all arrangements or understandings between the shareholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the shareholder; (d) such other information regarding each nominee proposed by such shareholder as would have been required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission had each nominee been nominated, or intended to be nominated, by the Board of Directors; and (e) the consent of each nominee to serve as a director of the Corporation if so elected. The chairman of the meeting may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedure.

Section 4. Quorum and Manner of Acting. Except as otherwise provided by law, the Certificate of Incorporation of the Corporation or these Bylaws, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, and, except as so provided, the vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum, a majority of the directors present may adjourn the meeting to another time and place. At any adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted.

Section 5. Place of Meeting. The Board of Directors may hold its meetings at such place or places within or without the State of Oklahoma as the Board may from time to time determine or as shall be specified or fixed in the respective notices or waivers of notice thereof.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board shall from time to time by resolution determine. If any day fixed for a regular meeting shall be a legal holiday under the laws of the place where the meeting is to be held, the meeting that would otherwise be held on that day shall be held at the same hour on the next succeeding business day.

Section 7. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board or the President or by a majority of the directors.

Section 8. Notice of Meetings. Notice of regular meetings of the Board of Directors or of any adjourned meeting thereof need not be given. Notice of each special meeting of the Board shall be mailed or transmitted by delivery service to each director, addressed to such director at such director's residence or usual place of business, at least two days before the day on which the meeting is to be held or shall be sent to such director at such place by telegraph or facsimile telecommunication or be given personally or by telephone or by other means of electronic transmission, not later than the day before the meeting is to be held, but notice need not be given to any director who shall, either before or after the meeting, submit a signed waiver of such notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice to such director. Every such notice shall state the time and place but need not state the purpose of the meeting. Notice to directors may be given by telegram, telecopier, telephone, or other means of electronic transmission.

Section 9. Rules and Regulations. The Board of Directors may adopt such rules and regulations not inconsistent with the provisions of law, the Certificate of Incorporation of the Corporation or these Bylaws for the conduct of its meetings and management of the affairs of the Corporation as the Board may deem proper.

Section 10. Participation in Meeting by Means of Communication Equipment. Any one or more members of the Board of Directors or any committee thereof may participate in any meeting of the Board or of any such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 11. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all of the members of the Board or of any such committee consent thereto in writing or by electronic transmission, as the case may be, and the writing or electronic transmission is filed with the minutes of proceedings of the Board or of such committee.

Section 12. Resignations. Any director of the Corporation may at any time resign by giving written notice to the Board of Directors, the Chairman of the Board, the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein or, if the time be not specified, upon receipt thereof; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 13. Removal of Directors. Any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors; provided, that if a director was elected by the holders of a particular

class or series of stock, only the holders of that class or series shall be entitled to remove such director.

Section 14. Vacancies. Subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation, any vacancies on the Board of Directors and any newly created directorship resulting from an increase in the authorized number of directors, may be filled by election at an annual or special meeting of shareholders called for that purpose or by the affirmative vote of a majority of the remaining directors, though less than a quorum of the entire Board, and the directors so chosen shall hold office until the next annual meeting of shareholders and until their successors are duly elected and shall qualify, unless sooner displaced.

Section 15. Compensation. Each director who shall not at the time also be a salaried officer or employee of the Corporation or any of its subsidiaries (hereinafter referred to as an "outside director"), in consideration of such person serving as a director, shall be entitled to receive from the Corporation such amount per annum and such fees for attendance at meetings of the Board of Directors or of committees of the Board, or both, as the Board shall from time to time determine. In addition, each director, whether or not an outside director, shall be entitled to receive from the Corporation reimbursement for the reasonable expenses incurred by such person in connection with the performance of such person's duties as a director. Nothing contained in this Section 15 shall preclude any director from serving the Corporation or any of its subsidiaries in any other capacity and receiving proper compensation therefor.

Section 16. Advisory Directors. The Board of Directors may appoint one or more advisory directors as it shall from time to time determine. Each advisory director appointed shall hold office at the pleasure of the Board of Directors. An advisory director shall be entitled, but shall have no obligation, to attend and be present at the meetings of the Board of Directors, although a meeting of the Board of Directors may be held without notice to any advisory director and no advisory director shall be considered in determining whether a quorum of the Board of Directors is present. An advisory director shall advise and counsel the Board of Directors on the business and operations of the Corporation as requested by the Board of Directors; however, an advisory director shall not be entitled to vote on any matter presented to the Board of Directors. An advisory director, in consideration of such person serving as an advisory director, shall be entitled to receive from the Corporation such fees for attendance at meetings of the Board of Directors as the Board shall from time to time determine. In addition, an advisory director shall be entitled to receive from the Corporation reimbursement for the reasonable expenses incurred by such person in connection with the performance of such person's duties as an advisory director.

ARTICLE IV

EXECUTIVE AND OTHER COMMITTEES

Section 1. Executive Committee. The Board of Directors may, by resolution adopted by a majority of the entire Board, designate annually three or more of its members to constitute members or alternate members of an Executive Committee, which Committee shall have and may exercise, between meetings of the Board, all the powers and authority of the Board in the management of the business affairs of the Corporation, including, if such Committee is so empowered and authorized by resolution adopted by a majority of the entire Board, the power and authority to declare a dividend and to authorize the issuance of stock, and may authorize the seal of the Corporation to be affixed to all papers that may require it, except that the Executive Committee shall not have such power or authority in reference to:

(a) amending the Certificate of Incorporation of the Corporation;

(b) adopting an agreement of merger or consolidation involving the Corporation;

(c) recommending to the shareholders the sale, lease or exchange of all or substantially all of the property and assets of the Corporation;

(d) recommending to the shareholders a dissolution of the Corporation or a revocation of a dissolution;

(e) adopting, amending or repealing any Bylaw;

(f) filling vacancies on the Board or on any committee of the Board, including the Executive Committee; or

(g) amending or repealing any resolution of the Board which by its terms may be amended or repealed only by the Board.

The Board shall have power at any time to change the membership of the Executive Committee, to fill all vacancies in it and to discharge it, either with or without cause.

Section 2. Other Committees. The Board of Directors may, by resolution adopted by a majority of the entire Board, designate from among its members one or more other committees, each of which shall, except as otherwise prescribed by law, have such authority of the Board as may be specified in the resolution of the Board designating such committee. A majority of all the members of such committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide. The Board shall have power at any time to change the membership of, to fill all vacancies in and to discharge any such committee, either with or without cause.

Section 3. Procedure; Meetings; Quorum. Regular meetings of the Executive Committee or any other committee of the Board of Directors, of which no notice shall be necessary, may be held at such times and places as shall be fixed by resolution adopted by a majority of the members thereof. Special meetings of the Executive Committee or any other committee of the Board shall be called at the request of any member thereof. Notice of each

special meeting of the Executive Committee or any other committee of the Board shall be sent by mail, delivery service, facsimile telecommunication, telegraph or telephone, or be delivered personally to each member thereof not later than the day before the day on which the meeting is to be held, but notice need not be given to any member who shall, either before or after the meeting, submit a signed waiver of such notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of such notice to such member. Any special meeting of the Executive Committee or any other committee of the Board shall be a legal meeting without any notice thereof having been given, if all the members thereof shall be present thereat. Notice of any adjourned meeting of any committee of the Board need not be given. The Executive Committee or any other committee of the Board may adopt such rules and regulations not inconsistent with the provisions of law, the Certificate of Incorporation of the Corporation or these Bylaws for the conduct of its meetings as the Executive Committee or any other committee of the Board may deem proper. A majority of the Executive Committee or any other committee of the Board shall constitute a quorum for the transaction of business at any meeting, and the vote of a majority of the members thereof present at any meeting at which a quorum is present shall be the act of such committee. The Executive Committee or any other committee of the Board of Directors shall keep written minutes of its proceedings and shall report on such proceedings to the Board.

ARTICLE V

OFFICERS

Section 1. Number; Term of Office. The officers of the Corporation shall be elected by the Board of Directors, and shall consist of a President, Secretary and Treasurer. The Board of Directors, in its discretion, may also elect a Chairman of the Board and such other officers as the Board of Directors may designate, all of whom shall hold office until their successors are elected and qualified. Any two or more offices may be held by the same person. The Board of Directors may designate which of such officers are to be treated as executive officers for purposes of these Bylaws or for any other purpose.

Section 2. Removal. Any officer may be removed, either with or without cause, by the Board of Directors at any meeting thereof called for that purpose, or, except in the case of any officer elected by the Board, by any committee or superior officer upon whom such power may be conferred by the Board.

Section 3. Resignation. Any officer may resign at any time by giving notice to the Board of Directors, the President or the Secretary of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal or any other cause may be filled for the unexpired portion of the term in the manner prescribed in these Bylaws for election to such office.

Section 5. The President. The President shall be the chief executive officer of the Corporation and as such shall have general supervision and direction of the business and affairs of the Corporation, subject to the control of the Board of Directors. The President shall, if present and in the absence of the Chairman of the Board, preside at meetings of the shareholders, meetings of the Board and meetings of the Executive Committee. The President shall perform such other duties as the Board may from time to time determine. The President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments authorized by the Board or any committee thereof empowered to authorize the same.

Section 6. Chairman of the Board. The Chairman of the Board shall, if present, preside at meetings of the shareholders, meetings of the Board and meetings of the Executive Committee. The Chairman of the Board shall counsel with and advise the President and perform such other duties as the Board or the Executive Committee may from time to time determine.

Section 7. Treasurer. The Treasurer shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President, the Chairman of the Board or the Board of Directors.

Section 8. Secretary. It shall be the duty of the Secretary to act as secretary at all meetings of the Board of Directors, of the Executive Committee and of the shareholders and to record the proceedings of such meetings in a book or books to be kept for that purpose; the Secretary shall see that all notices required to be given by the Corporation are duly given and served; the Secretary shall be custodian of the seal of the Corporation and shall affix the seal or cause it to be affixed to all certificates of stock of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws. The Secretary shall have charge of the stock ledger and also of the other books, records and papers of the Corporation and shall see that the reports, statements and other documents required by law are properly kept and filed; and the Secretary shall in general perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to such person by the President, the Chairman of the Board or the Board of Directors.

Section 9. Controller. The Controller, if any, shall perform all of the duties incident to the office of the Controller and such other duties as from time to time may be assigned to such person by the President, the Chairman of the Board or the Board of Directors.

Section 10. Other Officers. Other officers appointed by the Board of Directors shall perform the duties incident to their respective offices and such other duties as from time to time may be assigned to such person by the President, the Chairman of the Board or the Board of Directors.

ARTICLE VI

INDEMNIFICATION

Section 1. Third Party Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Determination of Indemnification. Any indemnification under Section 1 or 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 or 2 of this Article VI. Such determination shall be made (i) by a majority vote of the directors who are not parties to such action, suit or proceeding,

even though less than a quorum, or (ii) if there are no suchdirectors, or if such directors so direct, by independent legal counsel in a written opinion, or (iii) by the shareholders.

Section 4. Right to Indemnification. Notwithstanding the other provisions of this Article VI, to the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 or 2 of this Article VI, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 5. Advancement of Expenses. The Corporation shall pay the expenses (including attorneys' fees) incurred in defending any civil, criminal, administrative or investigative action, suit or proceeding in advance of the final disposition of such action, suit or proceeding, provided, however, that the payment of expenses incurred by a director, officer, employee or agent in advance of the final disposition of the action, suit or proceeding shall be made only upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay all amounts advanced if it should be ultimately determined that such person is not entitled to be indemnified under this Article VI or otherwise.

Section 6. Indemnification and Advancement of Expenses Not Exclusive. The indemnification and advancement of expenses provided by, or granted pursuant to the other Sections of this Article VI shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. All rights to indemnification under this Article VI shall be deemed to be provided by a contract between the Corporation and the director, officer, employee or agent who served in such capacity at any time while these Bylaws and other relevant provisions of the Oklahoma General Corporation Act and other applicable law, if any, are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

Section 7. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the applicable provisions of the Oklahoma General Corporation Act.

Section 8. Definitions of Certain Terms. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer,

employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

For purposes of this Article VI, references to "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise tax assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation that imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VI.

Section 9. Continuation and Successors. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 10. Exclusive Jurisdiction. The Oklahoma District Courts are vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this Article VI or under any statute, agreement, vote of shareholders or disinterested directors, or otherwise. The Oklahoma District Courts may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

ARTICLE VII

CAPITAL STOCK

Section 1. Certificates for Shares. Certificates representing shares of stock of each class of the Corporation, whenever authorized by the Board of Directors, shall be in such form as shall be approved by the Board. The certificates representing shares of stock of each class shall be signed by, or in the name of, the Corporation by the Chairman of the Board or the President or by the Secretary of the Corporation, and sealed with the seal of the Corporation, which may be by a facsimile thereof. Any or all such signatures may be facsimiles if countersigned by a transfer agent or registrar. Although any officer, transfer agent or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such officer, transfer agent or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent or registrar were still such at the date of its issue.

The stock ledger and blank share certificates shall be kept by the Secretary or by a transfer agent or by a registrar or by any other officer or agent designated by the Board.

Section 2. Transfer of Shares. Transfer of shares of stock of each class of the Corporation shall be made only on the books of the Corporation by the holder thereof, or by such holder's attorney thereunto authorized by a power of attorney duly executed and filed with the Secretary of the Corporation or a transfer agent for such stock, if any, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by a duly executed stock transfer power and the payment of all taxes thereon. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation; provided, however, that whenever any transfer of shares shall be made for collateral security and not absolutely, and written notice thereof shall be given to the Secretary or to such transfer agent, such fact shall be stated in the entry of the transfer. No transfer of shares shall be valid as against the Corporation, its shareholders and creditors for any purpose, except to render the transferee liable for the debts of the Corporation to the extent provided by law, until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

Section 3. Address of Shareholders. Each shareholder shall designate to the Secretary or transfer agent of the Corporation an address at which notices of meetings and all other corporate notices may be served or mailed to such person, and, if any shareholder shall fail to designate such address, corporate notices may be served upon such person by mail directed to such person at such person's post office address, if any, as the same appears on the share record books of the Corporation or at such person's last known post office address.

Section 4. Lost, Destroyed and Mutilated Certificates. The holder of any share of stock of the Corporation shall immediately notify the Corporation of any loss, theft, destruction or mutilation of the certificate therefor; the Corporation may issue to such holder a new certificate or certificates for shares, upon the surrender of the mutilated certificate or, in the case of loss, theft or destruction of the certificate, upon satisfactory proof of such loss, theft or destruction; the Board of Directors, or a committee designated thereby, or the transfer agents and registrars for the stock, may, in their discretion, require the owner of the lost, stolen or destroyed certificate, or such person's legal representative, to give the Corporation a bond in such sum and with such surety or sureties as they may direct to indemnify the Corporation and said transfer agents and registrars against any claim that may be made on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 5. Regulations. The Board of Directors may make such additional rules and regulations as it may deem expedient concerning the issue and transfer of certificates representing shares of stock of each class of the Corporation and may make such rules and take such action as it may deem expedient concerning the issue of certificates in lieu of certificates claimed to have been lost, destroyed, stolen or mutilated.

Section 6. Fixing Date for Determination of Shareholders of Record. In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action. A determination of shareholders entitled to notice of or to vote at a meeting of the shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE VIII

SEAL

The Board of Directors may provide for a corporate seal bearing the name of the Corporation in such form and bearing such other words or figures as the Board of Directors may approve and adopt. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given by these Bylaws, by the Certificate of Incorporation of the Corporation or by law, the person entitled thereto may, either before or after the meeting or other matter in respect of which such notice is to be given, waive such notice in writing, which writing shall be filed with or entered upon the records of the meeting or the records kept with respect to such other matter, as the case may be, and in such event such notice need not be given to such person and such waiver shall be deemed equivalent to such notice.

ARTICLE XI

AMENDMENTS

Any Bylaw (including this Article XI) may be adopted, repealed, altered or amended at any meeting of the Board of Directors by the affirmative vote of a majority of the directors, provided that such proposed action in respect thereof shall be stated in the notice of such meeting.

ARTICLE XII

MISCELLANEOUS

Section 1. Execution of Documents. The Board of Directors or any committee thereof shall designate the officers, employees and agents of the Corporation who shall have power to execute and deliver deeds, contracts, mortgages, bonds, debentures, notes, checks, drafts and other orders for the payment of money and other documents for and in the name of the Corporation and may authorize such officers, employees and agents to delegate such power (including authority to redelegate) by written instrument to other officers, employees or agents of the Corporation. Such delegation may be by resolution or otherwise and the authority granted shall be general or confined to specific matters, all as the Board or any such committee may determine. In the absence of such designation referred to in the first sentence of this Section 1, the officers of the Corporation shall have such power so referred to, to the extent incident to the normal performance of their duties.

Section 2. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation or otherwise as the Board of Directors or any committee thereof or any officer of the Corporation to whom power in that respect shall have been delegated by the Board or any such committee shall select.

Section 3. Checks. All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes or other evidence of indebtedness of the Corporation, shall be signed on behalf of the Corporation in such manner as shall from time to time be determined by resolution of the Board of Directors or of any committee thereof.

Section 4. Proxies in Respect of Stock or Other Securities of Other Corporations. The Board of Directors or any committee thereof shall designate the officers of the Corporation who shall have authority from time to time to appoint an agent or agents of the Corporation to exercise in the name and on behalf of the Corporation the powers and rights that the Corporation may have as the holder of stock or other securities in any other corporation, and to vote or consent in respect of such stock or securities; such designated officers may instruct the person or persons so appointed as to the manner of exercising such powers and rights; and such designated officers may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, such written proxies, powers of attorney or other

instruments as they may deem necessary or proper in order that the Corporation may exercise its said powers and rights.

Exhibit 3.17

CERTIFICATE OF INCORPORATION
OF
DORCHESTER MINERALS ACQUISITION GP, INC.

TO: THE OKLAHOMA SECRETARY OF STATE
2300 N. Lincoln Blvd., Room 101, State Capitol Building
Oklahoma City, OK 73105-4897
(405) 522-4560

The undersigned, for the purpose of forming an Oklahoma profit corporation pursuant to the provisions of Title 18, Section 1001, does hereby execute the following certificate of incorporation:

FIRST: The name of the corporation is Dorchester Minerals Acquisition GP, Inc. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Oklahoma is Raley Compressor Station, Intersection of Mile 43 Road and "K" Road, 2.5 Miles southwest of Hooker, Oklahoma, county of Texas. The name of the registered agent is Rodney D. Childress.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporation may be organized under the general corporation law of Oklahoma.

FOURTH: The aggregate number of shares which the Corporation shall have authority to issue is One Hundred Thousand (100,000) of the par value of $.01 each, to be designated "Common Stock."

FIFTH: The name of the incorporator of the Corporation is David G. Harris and the mailing address of such incorporator is 1700 Pacific Avenue, Suite 3300, Dallas, Texas 75201.

SIXTH: The name and mailing address of the persons who are to serve as the initial directors until the first annual meeting of the holders of capital stock of the corporation or until their successors are elected and qualified are as follows:

Name	Address
William Casey McManemin	3738 Oak Lawn Avenue Suite 300 Dallas, Texas 75219-4379
H.C. Allen, Jr.	3738 Oak Lawn Avenue Suite 300 Dallas, Texas 75219-4379
James E. Raley	3738 Oak Lawn Avenue Suite 300 Dallas, Texas 75219-4379

SEVENTH: The Board of Directors is expressly authorized and empowered to make, alter or repeal Bylaws, subject to the power of the stockholders to alter or repeal the Bylaws made by the Board of Directors.

EIGHTH: To the fullest extent permitted by the Oklahoma General Corporation Act as the same exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of duty as a director. Without limiting the foregoing in any respect, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 1053 of the Oklahoma General Corporation Act, or (iv) for any transaction from which the director derived an improper personal benefit. If the Oklahoma General Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Oklahoma General Corporation Act, as so amended. Any repeal or modification of this

provision shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

NINTH: The Corporation will, to the fullest extent permitted by the Oklahoma General Corporation Act, as the same exists or may hereafter be amended, indemnify any and all persons it has power to indemnify under such law from and against any and all of the expenses, liabilities or other matters referred to in or covered by such law. Such indemnification may be provided pursuant to any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his director or officer capacity and as to action in another capacity while holding such office, will continue as to a person who has ceased to be a director, officer, employee or agent, and will inure to the benefit of the heirs, executors and administrators of such a person.

If a claim under this Article is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in

whole or in part,the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the Oklahoma General Corporation Act for the Corporation to indemnify the claimant for the amount claimed. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Oklahoma General Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

TENTH: The effective date and time of the formation of the Corporation shall be 11:58 p.m., Central Standard Time, on September 21, 2004.

EXECUTED effective this 21st day of September, 2004.

By: /s/ David G. Harris

David G. Harris, Incorporator

Exhibit 3.16

AGREEMENT OF LIMITED PARTNERSHIP OF DORCHESTER MINERALS ACQUISITION LP

THIS AGREEMENT OF LIMITED PARTNERSHIP, dated as of September 24, 2004 is entered into and executed by DORCHESTER MINERALS ACQUISITION GP, INC., an Oklahoma corporation, as General Partner, and DORCHESTER MINERALS, L.P., a Delaware limited partnership, as Limited Partner.

I. DEFINITIONS

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement.

"Certificate of Limited Partnership" means the Certificate of Limited Partnership filed with the Secretary of State of the State of Oklahoma as described in the first sentence of Section 2.5 as amended or restated from time to time.

"Oklahoma Act" means the Oklahoma Revised Uniform Limited Partnership Act, as amended from time to time, and any successor to such act.

"General Partner" means Dorchester Minerals Acquisition GP, Inc., an Oklahoma corporation, in its capacity as the general partner of the Partnership, and any successor to Dorchester Minerals Acquisition GP, Inc., as general partner.

"Limited Partner" means Dorchester Minerals, L.P. and any other limited partner admitted to the Partnership from time to time.

"Partner" means the General Partner or any Limited Partner.

"Partnership" means Dorchester Minerals Acquisition LP, an Oklahoma limited partnership.

"Percentage Interest" means, with respect to any Partner, the percentage of cash contributed by such Partner to the Partnership as a percentage of all cash contributed by all the Partners to the Partnership.

II. ORGANIZATIONAL MATTERS

2.1 Formation. Subject to the provisions of this Agreement, the General Partner and the Limited Partner have formed the Partnership as a limited partnership pursuant to the provisions of the Oklahoma Act. The General Partner and the Limited Partner hereby enter into this Agreement to set forth the rights and obligations of the Partners and certain matters related thereto. Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the administration, dissolution, and termination of the Partnership shall be governed by the Oklahoma Act.

2.2 Name. The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, "Dorchester Minerals Acquisition LP."

2.3 Principal Office; Registered Office.

(a) The principal office of the Partnership shall be at Raley Compressor Station, Intersection of Mile 43 Road and "K" Road, 2.5 Miles southwest of Hooker, Oklahoma, Hooker, Oklahoma 73945 or such other place as the General Partner may from time to time designate. The Partnership may maintain offices at such other places as the General Partner deems advisable.

(b) The address of the Partnership's registered office in the State of Oklahoma shall be at Raley Compressor Station, Intersection of Mile 43 Road and "K" Road, 2.5 Miles southwest of Hooker, Oklahoma, Hooker, Oklahoma 73945, and the name of the Partnership's registered agent for service of process at such address shall be Rodney D. Childress.

2.4 Term. The Partnership shall continue in existence until an election to dissolve the Partnership by the General Partner.

2.5 Organizational Certificate. A Certificate of Limited Partnership of the Partnership has been filed by the General Partner with the Secretary of State of the State of Oklahoma as required by the Oklahoma Act. The General Partner shall cause to be filed such other certificates or documents as may be required for the formation, operation, and qualification of a limited partnership in the

State of Oklahoma and any state in which the Partnership may elect to do business. The General Partner shall thereafter file any necessary amendments to the Certificate of Limited Partnership and any such other certificates and documents and do all things requisite to the maintenance of the Partnership as a limited partnership (or as a partnership in which the Limited Partners have limited liability) under the laws of Oklahoma and any state or jurisdiction in which the Partnership may elect to do business.

2.6 Partnership Interests. Effective as of the date hereof, the General Partner shall have a 0.1% Percentage Interest and the Limited Partner shall have a 99.9% Percentage Interest.

III. PURPOSE

The purpose and business of the Partnership shall be to engage in any lawful activity for which limited partnerships may be organized under the Oklahoma Act.

IV. CAPITAL CONTRIBUTIONS

At or around the date hereof, the Limited Partner contributed to the Partnership $990 in cash and the General Partner contributed to the Partnership $10 in cash.

V. CAPITAL ACCOUNTS ALLOCATIONS

5.1 Capital Accounts. The Partnership shall maintain a capital account for each of the Partners in accordance with the regulations issued pursuant to Section 704 of the Internal Revenue Code of 1986, as amended (the "Code") and as determined by the General Partner as consistent therewith.

5.2 Allocations. For federal income tax purposes, each item of income, gain, loss, deduction, and credit of the Partnership shall be allocated among the Partners in accordance with their Percentage Interests, except that the General Partner shall have the authority to make such other allocations as are necessary and appropriate to comply with Section 704 of the Code and the regulations issued pursuant thereto.

5.3 Distributions. From time to time, but not less often than quarterly, the General Partner shall review the Partnership's accounts to determine whether distributions are appropriate. The General Partner may make such cash distributions as it, in its sole discretion, may determine without being limited to current or accumulated income or gains from any Partnership funds, including, without limitation, Partnership revenues, capital contributions, or borrowed funds; provided, however, that no such distribution shall be made if, after giving effect thereto, the liabilities of the Partnership exceed the fair market value of the assets of the Partnership. In its sole discretion, the General Partner may, subject to the foregoing proviso, also distribute to the Partners other Partnership property or other securities of the Partnership or other entities. All distributions by the General Partner shall be made in accordance with the Percentage Interests of the Partners.

VI. MANAGEMENT AND OPERATIONS OF BUSINESS

Except as otherwise expressly provided in this Agreement, all powers to control and manage the business and affairs of the Partnership shall be vested exclusively in the General Partner, and the Limited Partner shall not have any power to control or manage the Partnership.

VII. RIGHTS AND OBLIGATIONS OF LIMITED PARTNER

The Limited Partner shall have no liability under this Agreement except as provided in Article IV.

VIII. DISSOLUTION AND LIQUIDATION

The Partnership shall be dissolved as provided in Section 2.4 and its affairs shall be wound up as provided by applicable law.

IX. AMENDMENT OF PARTNERSHIP AGREEMENT

The General Partner may amend any provision of this Agreement without the consent of the Limited Partner and may execute, swear to, acknowledge, deliver, file, and record whatever documents may be required in connection therewith.

X. GENERAL PROVISIONS

10.1 Addresses and Notices. Any notice to the Partnership, the General Partner, or the Limited Partner shall be deemed given if received by it in writing at the principal office of the Partnership designated pursuant to Section 2.3(a).

10.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

10.3 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

10.4 Severability. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof, or of such provision in other respects, shall not be affected thereby.

10.5 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been duly executed by the General Partner and the Limited Partner as of the date first above written.

GENERAL PARTNER:

DORCHESTER MINERALS ACQUISITION GP, INC.

BY:/s/ William Casey McManemin

William Casey McManemin, President

LIMITED PARTNER:

DORCHESTER MINERALS, L.P.

BY: Dorchester Minerals Management LP
its general partner

By: Dorchester Minerals Management GP LLC

By:/s/ James E. Raley

James E. Raley
Chief Operating Officer

Exhibit 31.1

CERTIFICATIONS

I, William Casey McManemin, Chief Executive Officer of Dorchester Minerals Management GP LLC, General Partner of Dorchester Minerals Management LP, General Partner of Dorchester Minerals, L.P., (the "Registrant"), certify that:

1. I have reviewed this quarterly report on Form 10-Q of Dorchester Minerals, L.P.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15(e)) for the Registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   c) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

/s/ William Casey McManemin

William Casey McManemin
Chief Executive Officer

Date:November 5, 2004