

MF116713

Lease Type Upland Fee	Control 04-102926	Basefile 154562	County BURLESON
	Survey	Fisher James	
	Block		
	Block Name		
	Township		
	Section/Tract		
	Land Part	POU	
	Acres	Net: 17.370000	Gross: 17.370000
	Depth Below 11070	Depth Above 11650	Depth Other All Depths Save and Except
	Name	AX ENERGY, LLC	
	Lease Date	7/1/2014	
	Primary Term	5 years	
	Bonus	\$28,573.65	
	Lease Royalty	0.25000000	
	Paid Up	No	

TERMINATION

DATE 7/1/16
 LEASING TM 0/2/17
 MAPS JAS
 GIS MC

Leasing: hgm
 Maps: J
 GIS: Mc
 Scanlab: _____



CAUTION

Documents in this file have been placed in Table of Contents order and scanned.

Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff



116713

CONTENTS OF FILE NO. M-

- 1. BID FORM 7/1/14 *SM*
- 2. OIL & GAS LEASE 8/20/14 *SM*
- 3. TRANSMITTAL LETTER 8/20/14 *SM*

4. Certified copy of lease 9/24/14 *SM*
 Scanned *SM* 12/8/14

5. Assignment #9275, Ax Energy
to Anadarko E&P Onshore 12.19.14
 scanned *PJ* 5-27-15

6. 2nd yr Rental 6/8/15
 scanned *PJ* 6-23-15

7) LEASE TERMINATED 7/1/16
 scanned *PJ* 5-26-2017

(see MF094399 #15, Ariz 10628
 Anadarko (Co) WTR 7-23-18
 scanned *PJ* 8-31-2018



AX ENERGY LLC
P.O. BOX 51582
LAFAYETTE, LA 70505-1582

Home *HB* Bank
P.O. Box 81459
Lafayette, LA 70598-1459

EBShieldSM Check Fraud
Protection for Business

14714588

1137

6/30/2014

PAY TO THE ORDER OF Texas General Land Office

\$ **28,573.65

Twenty-Eight Thousand Five Hundred Seventy-Three and 65/100*****

DOLLARS

MEMO TR MGL 3

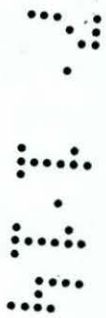

AUTHORIZED SIGNATURE

⑈001137⑈



Security features. Details on back.





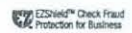
AX ENERGY LLC
P.O. BOX 51582
LAFAYETTE, LA 70505-1582

Home *HB* Bank
P.O. Box 81459
Lafayette, LA 70508-1459

14714589

1138

6/30/2014



PAY TO THE ORDER OF Texas General Land Office

\$ **428.60

Four Hundred Twenty-Eight and 60/100*****

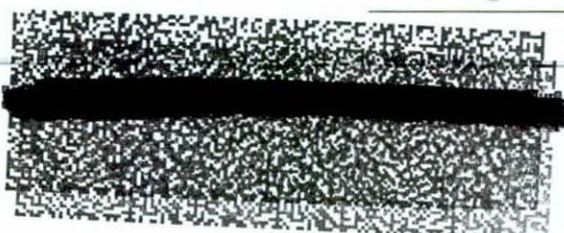
DOLLARS

Sam L. John

AUTHORIZED SIGNATURE

MEMO Tr MGL 3-1.5% Fee

⑈001138⑈



Security features. Details on back.

State Lease Number
M- 116713
 For GLO Use Only



July 1, 2014

OIL AND GAS LEASE BID APPLICATION

APPLICANT AGREEMENT

I agree, if awarded a lease on the referenced tract, to comply with all terms and conditions of said lease and with all applicable laws that so govern said lease, and as those laws may be amended.

APPLICANT IDENTIFICATION TO APPEAR ON LEASE (type/print)

Name: Ax Energy, LLC
 Address: Post Office Box 51582
 City: Lafayette State: LA Zip: 70505
 Telephone: (337) 232-1200 (Include +4 Code)

AREA DESCRIPTION

County(ies): Burleson Survey/Area: James Fisher, A-23
 (If Applicable)
 Block/Tsp.: _____ Section/Tract: _____ Acres: 17.37
 (If Applicable)

BID SUBMISSION

(A) Bonus Amount (\$) 28,573.65
Twenty eight thousand five hundred seventy three and 65/100
 (type/print above)
 (B) Sales Fee Amount (\$) 428.60
four hundred twenty eight and 60/100
 (type/print above)

This Sales Fee is 1½% of the cash bonus as provided in Section 32.110 of the Natural Resources Code as amended.

MGL. NO.
3

APPLICANT NAME

Ax Energy, LLC
 (same as above)

BONUS AMOUNT ONLY (A)
 (Do Not include sales fee)

(\$) 28,573.65

STATE OF TEXAS TAX I.D. #

[REDACTED]
 (must be an 11-digit number)

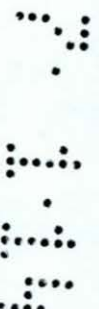
SIGNATURE OF AGENT

[Signature]
 (signature)

C. Ann Peltier
 (type/print name)

14714589

\$ 428.60



414

① File No. M-16713
Bid Form

Date Filed: 7/1/14

Jerry E. Patterson, Commissioner

By: George Martin

14114288

14114288

The State of Texas



Austin, Texas

OIL AND GAS LEASE NO. M-116713

WHEREAS, pursuant to the Texas Natural Resources Code Chapters 32, 33, 51, and Chapter 52, Subchapters A-D and H, (said Code being hereinafter referred to as N.R.C.), and subject to all rules and regulations promulgated by the Commissioner of the General Land Office and/or the School Land Board pursuant thereto, and all other applicable statutes and amendments to said N.R.C., the following area, to-wit:

BEING THAT PORTION OF THE BURLESON COUNTY IMPROVEMENT DISTRICT LEASE TRACT 11 WITHIN THE SURFACE BOUNDARIES OF THE R. MOORE 1A-H UNIT, SAVE AND EXCEPT THOSE DEPTHS BETWEEN 11,070 FEET TO 11,650 FEET HELD IN SAID UNIT, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN MINERAL FILE M-95092, CURRENTLY ON FILE IN THE ARCHIVES & RECORDS DIVISION OF THE TEXAS GENERAL LAND OFFICE, AUSTIN, TEXAS, LOCATED IN THE JAMES FISHER SURVEY, BURLESON COUNTY, TEXAS, CONTAINING APPROXIMATELY 17.37 ACRES, AS SHOWN ON THE OFFICIAL MAP OF BURLESON COUNTY, TEXAS NOW ON FILE IN THE TEXAS GENERAL LAND OFFICE, AUSTIN, TEXAS,

was, after being duly advertised, offered for lease on the 1st day of July, 2014, at 10:00 o'clock a.m., by the Commissioner of the General Land Office of the State of Texas and the School Land Board of the State of Texas, for the sole and only purpose of prospecting and drilling for, and producing oil and/or gas that may be found and produced from the above described area; and

WHEREAS, after all bids and remittances which were received up to said time have been duly considered by the Commissioner of the General Land Office and the School Land Board at a regular meeting thereof in the General Land Office, on the 1st day of July, 2014, hereinafter the "effective date" and it was found and determined that AX ENERGY, LLC whose address is P.O. BOX 51582, LAFAYETTE, LOUISIANA 70505 had offered the highest and best bid for a lease of the area above described and is, therefore, entitled to receive a lease thereon:

NOW, THEREFORE, I, Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas, hereinafter sometimes referred to as "Lessor," whose address is Austin, Texas, by virtue of the authority vested in me and in consideration of the payment by the hereinafter designated Lessee, the sum of **Twenty-Eight Thousand Five Hundred Seventy-Three And 65/100 Dollars (\$28,573.65)**, receipt of which is hereby acknowledged and of the royalties, covenants, stipulations and conditions contained and hereby agreed to be paid, observed and performed by Lessee, do hereby demise, grant, lease and let unto the above mentioned bidder the exclusive right to prospect for, produce and take oil and/or gas from the aforesaid area upon the following terms and conditions, to-wit:

1. RESERVATION: There is hereby excepted and reserved to Lessor: the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted, and to the extent herein granted to Lessee; the right to grant third parties seismic, geophysical and geological permits and to enter into other agreements with third parties, which allow such third parties to conduct geophysical, geological or seismic surveys on, over, under, through and across the land covered herein during the term of this lease; and the rights of ingress and egress and use of said lands by Lessor and its mineral lessees for purposes of exploring for and producing the minerals which are not covered, or which may not be covered in the future, under the terms of this lease, but which may be located within the surface boundaries of the leased area. All of the rights in and to the leased premises retained by Lessor and all of the rights in and to the leased premises granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. TERM: Subject to the other provisions hereof, this lease shall be for a term of **five (5) years** from the effective date hereof (herein called "primary term") and as long thereafter as oil or gas is produced in paying quantities from said area.

3. DELAY RENTALS: If no well is commenced on the land hereby leased on or before the anniversary date of this lease, this lease shall terminate as to both parties unless the Lessee on or before said date shall pay or tender to the Commissioner of the General Land Office of the State of Texas at Austin, Texas, the amount specified in the following schedule multiplied by the number of acres in the premises, which shall operate as a rental and cover the privilege of deferring the commencement of a well for **twelve (12) months** from said date. In like manner and upon payments or tenders of amounts set out in the following schedule, the commencement of a well may be further deferred for a like period of the same number of months.

<u>Anniversary Date</u>	<u>Delay Rental per Acre</u>
First	\$ 5.00
Second	\$ 5.00
Third	\$25.00
Fourth	\$25.00

4. PRODUCTION ROYALTIES: Upon production of oil and/or gas, the Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office in Austin, Texas, for the use and benefit of the State of Texas, during the term hereof:

(A) OIL: As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, 1/4 part of the gross production or the market value thereof, at the option of the Lessor, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the land hereby leased is sold, used or processed in a plant, it will be run free of cost to Lessor through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by Lessor.

(B) NON-PROCESSED GAS: As a royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) 1/4 part of the gross production or the market value thereof, at the option of the Lessor, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is greater provided that the maximum pressure base in measuring the gas under this lease contract shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to test made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) **PROCESSED GAS:** As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons, $\frac{1}{4}$ part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the Lessor. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons, attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) **OTHER PRODUCTS:** As a royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry" or any other gas, by fractionating, burning or any other processing, $\frac{1}{4}$ part of gross production of such products, or the market value thereof, at the option of Lessor, such market value to be determined as follows:

- (1) On the basis of the highest market price of each product, during the same month in which such product is produced, or
- (2) On the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

(E) **NO DEDUCTIONS:** Lessee agrees that all royalties accruing to Lessor under this lease shall be without deduction for the cost of producing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(F) **ROYALTY IN KIND:** Notwithstanding anything contained herein to the contrary, Lessor may, at its option, upon not less than 60 days notice to Lessee, require at any time or from time to time that payment of all or any royalties accruing to Lessor under this lease be made in kind without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use. Lessor's right to take its royalty in kind shall not diminish or negate Lessor's rights or Lessee's obligations, whether express or implied, under this lease.

(G) **PLANT FUEL AND RECYCLED GAS:** No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding anything contained herein to the contrary, and subject to the consent in writing of the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so recycled until such time as the same may thereafter be produced and sold or used by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this lease.

(H) **MINIMUM ROYALTY:** During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid to Lessor in no event shall be less than an amount equal to \$5.00 per acre; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to \$5.00 per acre less the amount of royalties paid during the preceding year.

(I) **MARGINAL PRODUCTION ROYALTY:** Upon Lessee's written application, the School Land Board may reduce the royalty rate set out in this paragraph and/or the minimum royalty set out in subparagraph 4 (I) to extend the economic life of this lease and encourage recovery of oil or gas that might otherwise remain unrecovered. Any such royalty reduction must conform to the requirements of any School Land Board administrative rules on this subject. Royalty may not be reduced below the applicable statutory minimum.

5. ROYALTY PAYMENTS AND REPORTS: All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner: Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

6. (A) RESERVES, CONTRACTS AND OTHER RECORDS: Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) **DRILLING RECORDS:** Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) **PENALTIES:** Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

7. RETAINED ACREAGE: Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) **VERTICAL:** In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 11 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Natural Resources Code Sections 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. Within 90 days of a partial termination of this lease in accordance with this subparagraph and upon payment of the minimum filing fee set by General Land Office rules in effect at the time of the partial termination, Lessee shall have the right to obtain a surface lease for ingress and egress on and across the terminated portion of the leased premises as may be reasonably necessary for the continued operation of the portions of the lease remaining in force and effect. If Lessee fails to apply for a surface lease within the 90 day period specified above, Lessee may apply for a surface lease from the Land Office, but the Land Commissioner has the discretion to grant or deny such application and to set the fee for such surface lease.

(B) HORIZONTAL: In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 7 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) IDENTIFICATION AND FILING: The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the School Land Board. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes.

8. OFFSET WELLS: If oil and/or gas should be produced in commercial quantities from a well located on land privately owned or on State land leased at a lesser royalty, which well is within one thousand (1,000) feet of the area included herein, or which well is draining the area covered by this lease, the Lessee shall, within sixty (60) days after such initial production from the draining well or the well located within one thousand (1,000) feet from the area covered by this lease begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this lease, and such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of the area covered by this lease, and the Lessee, manager or driller shall use all means necessary in a good faith effort to make such offset well produce oil and/or gas in commercial quantities. Only upon the determination of the Commissioner and with his written approval, may the payment of a compensatory royalty satisfy the obligation to drill an offset well or wells required under this Paragraph.

9. DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM: If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 10, using the expiration of the primary term as the date of cessation of production under Paragraph 10. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises payments may be made in accordance with the shut-in provisions hereof.

10. CESSATION, DRILLING, AND REWORKING: If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

11. SHUT-IN ROYALTIES: For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to \$10.00 per acre, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

12. COMPENSATORY ROYALTIES: If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; and none of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in N.R.C. Section 52.034; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties shall satisfy the obligation to drill offset wells. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 5 of this lease.

13. EXTENSIONS: If, at the expiration of the primary term of this lease, production of oil or gas has not been obtained on the leased premises but drilling operations are being conducted thereon in good faith and in a good and workmanlike manner, Lessee may, on or before the expiration of the primary term, file in the General Land Office written application to the Commissioner of the General Land Office for a thirty (30) day extension of this lease, accompanied by payment of Three Thousand Dollars (\$3,000.00) if this lease covers six hundred forty (640) acres or less and Six Thousand Dollars (\$6,000.00) if this lease covers more than six hundred forty (640) acres and the Commissioner shall, in writing, extend this lease for a thirty (30) day period from and after the expiration of the primary term and so long thereafter as oil or gas is produced in paying quantities; provided further, that Lessee may, so long as such drilling operations are being conducted make like application and payment during any thirty (30) day extended period for an additional extension of thirty (30) days and, upon receipt of such application and payment, the Commissioner shall, in writing, again extend this lease so that same shall remain in force for such additional thirty (30) day period and so long thereafter as oil or gas is produced in paying quantities; provided, however, that this lease shall not be extended for more than a total of three hundred ninety (390) days from and after the expiration of the primary term unless production in paying quantities has been obtained.

14. USE OF WATER; SURFACE: Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the leased premises; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for water flood operations without the prior written consent of Lessor. Subject to its obligation to pay surface damages, Lessee shall have the right to use so much of the surface of the land that may be reasonably necessary for drilling and operating wells and transporting and marketing the production therefrom, such use to be conducted under conditions of least injury to the surface of the land. Lessee shall pay surface damages in an amount set by the General Land Office fee schedule which is effective on the date when the activity requiring the payment of surface damages occurs.

15. POLLUTION: In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties.

(A) **UPLANDS:** Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon.

(B) **SUBMERGED LANDS:** No discharge of solid waste or garbage shall be allowed into State waters from any drilling or support vessels, production platform, crew or supply boat, barge, jack-up rig or other equipment located on the leased area. Solid waste shall include but shall not be limited to containers, equipment, rubbish, plastic, glass, and any other man-made non-biodegradable items. A sign must be displayed in a high traffic area on all vessels and manned platforms stating, "Discharge of any solid waste or garbage into State Waters from vessels or platforms is strictly prohibited and may subject a State of Texas lease to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) **RIVERS:** To the extent necessary to prevent pollution, the provisions found in subsections (a) and (b) of this paragraph shall also apply to rivers and riverbeds.

(D) **PENALTY:** Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the lease. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged waste.

16. IDENTIFICATION MARKERS: Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this lease, a legible sign on which shall be stated the name of the operator, the lease designation and the well number. Where two or more wells on the same lease or where wells on two or more leases are connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of a multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Said signs, tags, plates or other identification markers shall be maintained in a legible condition throughout the term of this lease.

17. ASSIGNMENTS: The lease may be transferred at any time; provided, however, that the liability of the transferor to properly discharge its obligation under the lease, including properly plugging abandoned wells, removing platforms or pipelines, or remediation of contamination at drill sites shall pass to the transferee upon the prior written consent of the Commissioner of the General Land Office. The Commissioner may require the transferee to demonstrate financial responsibility and may require a bond or other security. All transfers must reference the lease by the file number and must be recorded in the county where the area is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior transferee of the lease, including any liabilities to the state for unpaid royalties.

18. RELEASES: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such relinquishment or certified copy thereof. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

19. LIEN: In accordance with N.R.C. Section 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by N.R.C. Section 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

20. FORFEITURE: If Lessee shall fail or refuse to make the payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under

this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease to the highest bidder, under the same regulations controlling the original sale of leases. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

21. RIVERBED TRACTS: In the event this lease covers a riverbed, Lessee is hereby specifically granted the right of eminent domain and condemnation as provided for in N.R.C. Sections 52.092-52.093, as a part of the consideration moving to Lessor for the covenants herein made by Lessee.

22. APPLICABLE LAWS AND DRILLING RESTRICTIONS: This lease shall be subject to all rules and regulations, and amendments thereto, promulgated by the Commissioner of the General Land Office governing drilling and producing operations on Permanent Free School Land (specifically including any rules promulgated that relate to plans of operations), payment of royalties, and auditing procedures, and shall be subject to all other valid statutes, rules, regulations, orders and ordinances that may affect operations under the provisions of this lease. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this lease, to be bound by and subject to all statutory and regulatory provisions relating to the General Land Office's audit billing notice and audit hearings procedures. Said provisions are currently found at 31 Texas Administrative Code, Chapter 4, and Texas Natural Resources Code Sections 52.135 and 52.137 through 52.140. In the event this lease covers land franchised or leased or otherwise used by a navigation district or by the United States for the purpose of navigation or other purpose incident to the operation of a port, then Lessee shall not be entitled to enter or possess such land without prior approval as provided under Section 61.117 of the Texas Water Code, but Lessee shall be entitled to develop such land for oil and gas by directional drilling; provided, however, that no surface drilling location may be nearer than 660 feet and special permission from the Commissioner of the General Land Office is necessary to make any surface location nearer than 2,160 feet measured at right angles from the nearest bulkhead line or from the nearest dredged bottom edge of any channel, slip, or turning basin which has been authorized by the United States as a federal project for future construction, whichever is nearer.

23. REMOVAL OF EQUIPMENT: Upon the termination of this lease for any cause, Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells without the written consent of the Commissioner of the General Land Office or his authorized representative; nor shall Lessee, without the written consent of said Commissioner or his authorized representative remove from the leased premises the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of oil or gas therefrom until all dry or abandoned wells have been plugged and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the said Commissioner or his authorized representative.

24. FORCE MAJEURE: Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil and/or gas therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended upon proper and satisfactory proof presented to the Commissioner of the General Land Office in support of Lessee's contention and Lessee shall not be liable for damages for failure to comply therewith (except in the event of lease operations suspended as provided in the rules and regulations adopted by the School Land Board); and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil and/or gas from the leased

premises; provided, however, that nothing herein shall be construed to suspend the payment of rentals during the primary or extended term, nor to abridge Lessee's right to a suspension under any applicable statute of this State.

25. **LEASE SECURITY:** Lessee shall take the highest degree of care and all proper safeguards to protect said premises and to prevent theft of oil, gas, and other hydrocarbons produced from said lease. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points at the lease's production, gathering and storage systems where theft of hydrocarbons can occur. Lessee shall be liable for the loss of any hydrocarbons resulting from theft and shall pay the State of Texas royalties thereon as provided herein on all oil, gas or other hydrocarbons lost by reason of theft.

26. **REDUCTION OF PAYMENTS:** If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board in accordance with Natural Resources Code Sections 52.151-52.153, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

27. **SUCCESSORS AND ASSIGNS:** The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors or assigns of Lessee herein.

28. **ANTIQUITIES CODE:** In the event that any feature of archeological or historical interest on Permanent School Fund Land is encountered during the activities authorized by this lease, Lessee will immediately cease activities and will immediately notify the General Land Office (ATTN. Archaeologist, Asset Management Division, 1700 N. Congress Ave., Austin, Texas 78701) and the Texas Historical Commission (P.O. Box 12276, Austin, TX 78711) so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate. Lessee is expressly placed on notice of the National Historical Preservation Act of 1966 (PB-89-66, 80 Statute 915, 16 U.S.C.A. 470) and the Antiquities Code of Texas, Chapter 191, Tex. Nat. Code Ann. (Vernon 1993 & Supp. 1998). On state-owned land not dedicated to the Permanent School Fund, lessee shall notify the Texas Historical Commission before breaking ground at a project location. An archaeological survey might be required by the commission before construction of the project can commence. Further, in the event that any site, object, location, artifact or other feature of archaeological, scientific, educational, cultural or historic interest is encountered during the activities authorize by this lease, lessee will immediately notify lessor and the Texas Historical Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate.

29. **VENUE:** Lessor and lessee, including lessee's successors and assigns, hereby agree that venue for any dispute arising out of a provision of this lease, whether express or implied, regarding interpretation of this lease, or relating in any way to this lease or to applicable case law, statutes, or administrative rules, shall be in a court of competent jurisdiction located in Travis County, State of Texas.

30. **LEASE FILING:** Pursuant to Chapter 9 of the Tex. Bus. & Com. Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. The prescribed filing fee shall accompany the certified copies sent to the General Land Office.

31. **EXECUTION:** This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas.

LESSEE
BY: _____
TITLE: _____
DATE: _____

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.

COMMISSIONER OF THE GENERAL LAND OFFICE
OF THE STATE OF TEXAS

APPROVED

Contents _____
Legal _____
DC _____
Exec _____

STATE OF _____
COUNTY OF _____

(CORPORATION ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instrument, as _____ of
_____ and acknowledged to me that he executed the same
for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the _____ day of _____, 20_____

Notary Public in and for _____

STATE OF _____

(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 20_____

Notary Public in and for _____

② File No. M-116713
Oil & Gas Lease
Date Filed: 8/20/14
Jerry E. Patterson, Commissioner
By George Martin

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 20, 2014

Ms. C. Ann Peltier
Ax Energy, LLC
P.O. Box 51582
Lafayette, Louisiana 70505

Dear Ms. Peltier:

Thank you for participating in the General Land Office Oil and Gas Lease Sale held on July 1, 2014. I am pleased to inform you that Ax Energy, LLC was the high bidder on **MGL No. 3**, which has been assigned the lease number **M-116713**.

State Lease M-116713 is enclosed and serves as your receipt for your bid. This lease form must be fully executed by the lessee, and then recorded in the County Clerk's office of the county or counties in which lands covered by the lease are located. After signing and recording the lease, please submit a certified copy of the recorded lease to the attention of the undersigned. These requirements are material provisions of the lease; therefore, please return the certified copy at your earliest convenience.

The lessee's other contractual and statutory responsibilities are outlined in the lease agreement, such as Section 6(B), which requires submission of written notice for all drilling, production, and related activities. When forms are filed with the Texas Railroad Commission, they are required to submit copies of these forms to the General Land Office, such as Forms W-1, Application to Drill; W-2, Oil Well Completion Report and Log; G-1, Gas Well Completion Report and Log; W-3, Plugging Record; G-5, Gas Well Classification Report; G-10, Gas Well Status Report; W-10, Oil Well Status Report; W-12, Inclination Report; Electric Logs; Directional Surveys.

Please let me know if you have any questions or need any additional information.

Sincerely,

Robert B. Hatter, Director
Mineral Leasing Division

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

③

File No. M-116713
Transmittal Letter

Date Filed: 8/20/14
Jerry E. Patterson, Commissioner
By George Martin

Lease Form Revised 10/99 Surveyed School Land

The State of Texas



Austin, Texas

OIL AND GAS LEASE NO. M-116713

WHEREAS, pursuant to the Texas Natural Resources Code Chapters 32, 33, 51, and Chapter 52, Subchapters A-D and H, (said Code being hereinafter referred to as N.R.C.), and subject to all rules and regulations promulgated by the Commissioner of the General Land Office and/or the School Land Board pursuant thereto, and all other applicable statutes and amendments to said N.R.C., the following area, to-wit:

BEING THAT PORTION OF THE BURLESON COUNTY IMPROVEMENT DISTRICT LEASE TRACT 11 WITHIN THE SURFACE BOUNDARIES OF THE R. MOORE 1A-H UNIT, SAVE AND EXCEPT THOSE DEPTHS BETWEEN 11,070 FEET TO 11,650 FEET HELD IN SAID UNIT, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN MINERAL FILE M-95092, CURRENTLY ON FILE IN THE ARCHIVES & RECORDS DIVISION OF THE TEXAS GENERAL LAND OFFICE, AUSTIN, TEXAS, LOCATED IN THE JAMES FISHER SURVEY, BURLESON COUNTY, TEXAS, CONTAINING APPROXIMATELY 17.37 ACRES, AS SHOWN ON THE OFFICIAL MAP OF BURLESON COUNTY, TEXAS NOW ON FILE IN THE TEXAS GENERAL LAND OFFICE, AUSTIN, TEXAS,

was, after being duly advertised, offered for lease on the 1st day of July, 2014, at 10:00 o'clock a.m., by the Commissioner of the General Land Office of the State of Texas and the School Land Board of the State of Texas, for the sole and only purpose of prospecting and drilling for, and producing oil and/or gas that may be found and produced from the above described area; and

WHEREAS, after all bids and remittances which were received up to said time have been duly considered by the Commissioner of the General Land Office and the School Land Board at a regular meeting thereof in the General Land Office, on the 1st day of July, 2014, hereinafter the "effective date" and it was found and determined that AX ENERGY, LLC whose address is P.O. BOX 51582, LAFAYETTE, LOUISIANA 70505 had offered the highest and best bid for a lease of the area above described and is, therefore, entitled to receive a lease thereon:

NOW, THEREFORE, I, Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas, hereinafter sometimes referred to as "Lessor," whose address is Austin, Texas, by virtue of the authority vested in me and in consideration of the payment by the hereinafter designated Lessee, the sum of **Twenty-Eight Thousand Five Hundred Seventy-Three And 65/100 Dollars (\$28,573.65)**, receipt of which is hereby acknowledged and of the royalties, covenants, stipulations and conditions contained and hereby agreed to be paid, observed and performed by Lessee, do hereby demise, grant, lease and let unto the above mentioned bidder the exclusive right to prospect for, produce and take oil and/or gas from the aforesaid area upon the following terms and conditions, to-wit:

1. **RESERVATION:** There is hereby excepted and reserved to Lessor: the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted, and to the extent herein granted to Lessee; the right to grant third parties seismic, geophysical and geological permits and to enter into other agreements with third parties, which allow such third parties to conduct geophysical, geological or seismic surveys on, over, under, through and across the land covered herein during the term of this lease; and the rights of ingress and egress and use of said lands by Lessor and its mineral lessees for purposes of exploring for and producing the minerals which are not covered, or which may not be covered in the future, under the terms of this lease, but which may be located within the surface boundaries of the leased area. All of the rights in and to the leased premises retained by Lessor and all of the rights in and to the leased premises granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. **TERM:** Subject to the other provisions hereof, this lease shall be for a term of **five (5) years** from the effective date hereof (herein called "primary term") and as long thereafter as oil or gas is produced in paying quantities from said area.

3. **DELAY RENTALS:** If no well is commenced on the land hereby leased on or before the anniversary date of this lease, this lease shall terminate as to both parties unless the Lessee on or before said date shall pay or tender to the Commissioner of the General Land Office of the State of Texas at Austin, Texas, the amount specified in the following schedule multiplied by the number of acres in the premises, which shall operate as a rental and cover the privilege of deferring the commencement of a well for **twelve (12) months** from said date. In like manner and upon payments or tenders of amounts set out in the following schedule, the commencement of a well may be further deferred for a like period of the same number of months.

Anniversary Date	Delay Rental per Acre
First	\$ 5.00
Second	\$ 5.00
Third	\$25.00
Fourth	\$25.00

4. **PRODUCTION ROYALTIES:** Upon production of oil and/or gas, the Lessee agrees to pay or cause to be paid to the Commissioner of the General Land Office in Austin, Texas, for the use and benefit of the State of Texas, during the term hereof:

(A) **OIL:** As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, 1/4 part of the gross production or the market value thereof, at the option of the Lessor, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the land hereby leased is sold, used or processed in a plant, it will be run free of cost to Lessor through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by Lessor.

(B) **NON-PROCESSED GAS:** As a royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) 1/4 part of the gross production or the market value thereof, at the option of the Lessor, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is greater provided that the maximum pressure base in measuring the gas under this lease contract shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to test made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 9/18/14
Anna L. Schielack
County Clerk
Burleson County, Texas



By Ashley Shupak Deputy



STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.

Thereby, certified, on 9/18/14



Anna L. Schielack
County Clerk
Burleson County, Texas

By Ashley Shupak Deputy

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(C) **PROCESSED GAS:** As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons, $\frac{1}{4}$ part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the Lessor. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons, attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) **OTHER PRODUCTS:** As a royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry" or any other gas, by fractionating, burning or any other processing, $\frac{1}{4}$ part of gross production of such products, or the market value thereof, at the option of Lessor, such market value to be determined as follows:

- (1) On the basis of the highest market price of each product, during the same month in which such product is produced, or
- (2) On the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

(E) **NO DEDUCTIONS:** Lessee agrees that all royalties accruing to Lessor under this lease shall be without deduction for the cost of producing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(F) **ROYALTY IN KIND:** Notwithstanding anything contained herein to the contrary, Lessor may, at its option, upon not less than 60 days notice to Lessee, require at any time or from time to time that payment of all or any royalties accruing to Lessor under this lease be made in kind without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use. Lessor's right to take its royalty in kind shall not diminish or negate Lessor's rights or Lessee's obligations, whether express or implied, under this lease.

(G) **PLANT FUEL AND RECYCLED GAS:** No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding anything contained herein to the contrary, and subject to the consent in writing of the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so recycled until such time as the same may thereafter be produced and sold or used by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this lease.

(H) **MINIMUM ROYALTY:** During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid to Lessor in no event shall be less than an amount equal to \$5.00 per acre; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to \$5.00 per acre less the amount of royalties paid during the preceding year.

(I) **MARGINAL PRODUCTION ROYALTY:** Upon Lessee's written application, the School Land Board may reduce the royalty rate set out in this paragraph and/or the minimum royalty set out in subparagraph 4 (I) to extend the economic life of this lease and encourage recovery of oil or gas that might otherwise remain unrecovered. Any such royalty reduction must conform to the requirements of any School Land Board administrative rules on this subject. Royalty may not be reduced below the applicable statutory minimum.

5. ROYALTY PAYMENTS AND REPORTS: All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner: Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

6. (A) RESERVES, CONTRACTS AND OTHER RECORDS: Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) DRILLING RECORDS: Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) PENALTIES: Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

7. RETAINED ACREAGE: Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) VERTICAL: In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 11 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Natural Resources Code Sections 52.151-52.153, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. Within 90 days of a partial termination of this lease in accordance with this subparagraph and upon payment of the minimum filing fee set by General Land Office rules in effect at the time of the partial termination, Lessee shall have the right to obtain a surface lease for ingress and egress on and across the terminated portion of the leased premises as may be reasonably necessary for the continued operation of the portions of the lease remaining in force and effect. If Lessee fails to apply for a surface lease within the 90 day period specified above, Lessee may apply for a surface lease from the Land Office, but the Land Commissioner has the discretion to grant or deny such application and to set the fee for such surface lease.

(B) HORIZONTAL: In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 7 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) IDENTIFICATION AND FILING: The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the School Land Board. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes.

8. OFFSET WELLS: If oil and/or gas should be produced in commercial quantities from a well located on land privately owned or on State land leased at a lesser royalty, which well is within one thousand (1,000) feet of the area included herein, or which well is draining the area covered by this lease, the Lessee shall, within sixty (60) days after such initial production from the draining well or the well located within one thousand (1,000) feet from the area covered by this lease begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this lease, and such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of the area covered by this lease, and the Lessee, manager or driller shall use all means necessary in a good faith effort to make such offset well produce oil and/or gas in commercial quantities. Only upon the determination of the Commissioner and with his written approval, may the payment of a compensatory royalty satisfy the obligation to drill an offset well or wells required under this Paragraph.

9. DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM: If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 10, using the expiration of the primary term as the date of cessation of production under Paragraph 10. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises payments may be made in accordance with the shut-in provisions hereof.

10. CESSATION, DRILLING, AND REWORKING: If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

11. SHUT-IN ROYALTIES: For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to \$10.00 per acre, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

12. COMPENSATORY ROYALTIES: If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; and none of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in N.R.C. Section 52.034; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties shall satisfy the obligation to drill offset wells. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 5 of this lease.

13. EXTENSIONS: If, at the expiration of the primary term of this lease, production of oil or gas has not been obtained on the leased premises but drilling operations are being conducted thereon in good faith and in a good and workmanlike manner, Lessee may, on or before the expiration of the primary term, file in the General Land Office written application to the Commissioner of the General Land Office for a thirty (30) day extension of this lease, accompanied by payment of Three Thousand Dollars (\$3,000.00) if this lease covers six hundred forty (640) acres or less and Six Thousand Dollars (\$6,000.00) if this lease covers more than six hundred forty (640) acres and the Commissioner shall, in writing, extend this lease for a thirty (30) day period from and after the expiration of the primary term and so long thereafter as oil or gas is produced in paying quantities; provided further, that Lessee may, so long as such drilling operations are being conducted make like application and payment during any thirty (30) day extended period for an additional extension of thirty (30) days and, upon receipt of such application and payment, the Commissioner shall, in writing, again extend this lease so that same shall remain in force for such additional thirty (30) day period and so long thereafter as oil or gas is produced in paying quantities; provided, however, that this lease shall not be extended for more than a total of three hundred ninety (390) days from and after the expiration of the primary term unless production in paying quantities has been obtained.

14. USE OF WATER; SURFACE: Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the leased premises; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for water flood operations without the prior written consent of Lessor. Subject to its obligation to pay surface damages, Lessee shall have the right to use so much of the surface of the land that may be reasonably necessary for drilling and operating wells and transporting and marketing the production therefrom, such use to be conducted under conditions of least injury to the surface of the land. Lessee shall pay surface damages in an amount set by the General Land Office fee schedule which is effective on the date when the activity requiring the payment of surface damages occurs.

STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.

Thereby, certified, on 9/18/14

Anna L. Schielack
County Clerk
Burleson County, Texas

By

Ashley Shepak

Deputy



STATE OF TEXAS
COUNTY OF BURLESON

The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.

Thereby, certified, on 9/18/14



Anna L. Schielack
County Clerk
Burleson County, Texas

By Ashley Shupak Deputy

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15. POLLUTION: In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties.

(A) **UPLANDS:** Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon.

(B) **SUBMERGED LANDS:** No discharge of solid waste or garbage shall be allowed into State waters from any drilling or support vessels, production platform, crew or supply boat, barge, jack-up rig or other equipment located on the leased area. Solid waste shall include but shall not be limited to containers, equipment, rubbish, plastic, glass, and any other man-made non-biodegradable items. A sign must be displayed in a high traffic area on all vessels and manned platforms stating, "Discharge of any solid waste or garbage into State Waters from vessels or platforms is strictly prohibited and may subject a State of Texas lease to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) **RIVERS:** To the extent necessary to prevent pollution, the provisions found in subsections (a) and (b) of this paragraph shall also apply to rivers and riverbeds.

(D) **PENALTY:** Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the lease. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged waste.

16. IDENTIFICATION MARKERS: Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this lease, a legible sign on which shall be stated the name of the operator, the lease designation and the well number. Where two or more wells on the same lease or where wells on two or more leases are connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of a multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Said signs, tags, plates or other identification markers shall be maintained in a legible condition throughout the term of this lease.

17. ASSIGNMENTS: The lease may be transferred at any time; provided, however, that the liability of the transferor to properly discharge its obligation under the lease, including properly plugging abandoned wells, removing platforms or pipelines, or remediation of contamination at drill sites shall pass to the transferee upon the prior written consent of the Commissioner of the General Land Office. The Commissioner may require the transferee to demonstrate financial responsibility and may require a bond or other security. All transfers must reference the lease by the file number and must be recorded in the county where the area is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior transferee of the lease, including any liabilities to the state for unpaid royalties.

18. RELEASES: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such relinquishment or certified copy thereof. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

19. LIEN: In accordance with N.R.C. Section 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by N.R.C. Section 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chapter 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

20. FORFEITURE: If Lessee shall fail or refuse to make the payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under

this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease to the highest bidder, under the same regulations controlling the original sale of leases. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

21. RIVERBED TRACTS: In the event this lease covers a riverbed, Lessee is hereby specifically granted the right of eminent domain and condemnation as provided for in N.R.C. Sections 52.092-52.093, as a part of the consideration moving to Lessor for the covenants herein made by Lessee.

22. APPLICABLE LAWS AND DRILLING RESTRICTIONS: This lease shall be subject to all rules and regulations, and amendments thereto, promulgated by the Commissioner of the General Land Office governing drilling and producing operations on Permanent Free School Land (specifically including any rules promulgated that relate to plans of operations), payment of royalties, and auditing procedures, and shall be subject to all other valid statutes, rules, regulations, orders and ordinances that may affect operations under the provisions of this lease. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this lease, to be bound by and subject to all statutory and regulatory provisions relating to the General Land Office's audit billing notice and audit hearings procedures. Said provisions are currently found at 31 Texas Administrative Code, Chapter 4, and Texas Natural Resources Code Sections 52.135 and 52.137 through 52.140. In the event this lease covers land franchised or leased or otherwise used by a navigation district or by the United States for the purpose of navigation or other purpose incident to the operation of a port, then Lessee shall not be entitled to enter or possess such land without prior approval as provided under Section 61.117 of the Texas Water Code, but Lessee shall be entitled to develop such land for oil and gas by directional drilling; provided, however, that no surface drilling location may be nearer than 660 feet and special permission from the Commissioner of the General Land Office is necessary to make any surface location nearer than 2,160 feet measured at right angles from the nearest bulkhead line or from the nearest dredged bottom edge of any channel, slip, or turning basin which has been authorized by the United States as a federal project for future construction, whichever is nearer.

23. REMOVAL OF EQUIPMENT: Upon the termination of this lease for any cause, Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells without the written consent of the Commissioner of the General Land Office or his authorized representative; nor shall Lessee, without the written consent of said Commissioner or his authorized representative remove from the leased premises the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of oil or gas therefrom until all dry or abandoned wells have been plugged and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the said Commissioner or his authorized representative.

24. FORCE MAJEURE: Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil and/or gas therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended upon proper and satisfactory proof presented to the Commissioner of the General Land Office in support of Lessee's contention and Lessee shall not be liable for damages for failure to comply therewith (except in the event of lease operations suspended as provided in the rules and regulations adopted by the School Land Board); and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil and/or gas from the leased

premises; provided, however, that nothing herein shall be construed to suspend the payment of rentals during the primary or extended term, nor to abridge Lessee's right to a suspension under any applicable statute of this State.

25. LEASE SECURITY: Lessee shall take the highest degree of care and all proper safeguards to protect said premises and to prevent theft of oil, gas, and other hydrocarbons produced from said lease. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points at the lease's production, gathering and storage systems where theft of hydrocarbons can occur. Lessee shall be liable for the loss of any hydrocarbons resulting from theft and shall pay the State of Texas royalties thereon as provided herein on all oil, gas or other hydrocarbons lost by reason of theft.

26. REDUCTION OF PAYMENTS: If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board in accordance with Natural Resources Code Sections 52.151-52.153, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

27. SUCCESSORS AND ASSIGNS: The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors or assigns of Lessee herein.

28. ANTIQUITIES CODE: In the event that any feature of archeological or historical interest on Permanent School Fund Land is encountered during the activities authorized by this lease, Lessee will immediately cease activities and will immediately notify the General Land Office (ATTN: Archaeologist, Asset Management Division, 1700 N. Congress Ave., Austin, Texas 78701) and the Texas Historical Commission (P.O. Box 12276, Austin, TX 78711) so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate. Lessee is expressly placed on notice of the National Historical Preservation Act of 1966 (PB-89-66, 80 Statute 915; 16 U.S.C.A. 470) and the Antiquities Code of Texas, Chapter 191, Tex. Nat. Code Ann. (Vernon 1993 & Supp. 1998). On state-owned land not dedicated to the Permanent School Fund, lessee shall notify the Texas Historical Commission before breaking ground at a project location. An archaeological survey might be required by the commission before construction of the project can commence. Further, in the event that any site, object, location, artifact or other feature of archaeological, scientific, educational, cultural or historic interest is encountered during the activities authorize by this lease, lessee will immediately notify lessor and the Texas Historical Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate.

29. VENUE: Lessor and lessee, including lessee's successors and assigns, hereby agree that venue for any dispute arising out of a provision of this lease, whether express or implied, regarding interpretation of this lease, or relating in any way to this lease or to applicable case law, statutes, or administrative rules, shall be in a court of competent jurisdiction located in Travis County, State of Texas.

30. LEASE FILING: Pursuant to Chapter 9 of the Tex. Bus. & Com. Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. The prescribed filing fee shall accompany the certified copies sent to the General Land Office.

31. EXECUTION: This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas.

Mark E. Homphill
LESSEE
BY: Mark E. Homphill
TITLE: Agent
DATE: 9/8/2014

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.



STATE OF Louisiana
COUNTY OF Lafayette

(CORPORATION ACKNOWLEDGMENT)

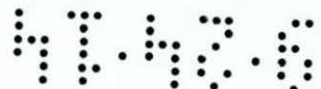
BEFORE ME, the undersigned authority, on this day personally appeared Mark E. Homphill
known to me to be the person whose name is subscribed to the foregoing instrument, as Agent of
Ax Energy, LLC and acknowledged to me that he executed the same
for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 9/18/14

 Anna L. Schielaek
County Clerk
Burleson County, Texas

By Ashley Stupak Deputy



Doc 00007958 Bk OR Vol 968 P's 109

Given under my hand and seal of office this the 8th day of September 20 14
Matthew P. LeBlanc

Notary Public in and for
MATTHEW P. LEBLANC
PARISH OF LAFAYETTE
STATE OF LOUISIANA
NOTARY PUBLIC ID# 92189
MY COMMISSION IS FOR LIFE
(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 20 _____

Notary Public in and for _____

Filed for Record in:
Burleson County
On: Sep 18, 2014 at 01:33P
As an Official Public Records
Document Number: 00007958
Amount 46.00
Receipt Number - 98839
By
Ashley Shupak

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Burleson County
As stamped hereon by me.
Sep 18, 2014

Anna L. Schielack
Burleson County Clerk

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified, on 9/18/14
Anna L. Schielack
County Clerk
Burleson County, Texas

By Ashley Shupak Deputy



④

File No. M-116713

Certified copy of Lease

Date Filed: 9/24/14

Jerry E. Patterson, Commissioner

By George Martin

2014





TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

February 26, 2015

Mark E. Hemphill
AX Energy, LLC
P.O. Box 51582
Lafayette, Louisiana 70505

RE: GLO Assignment ID # 9275

Dear Mr. Hemphill,

The General Land Office received the following instrument(s) and has filed them in the appropriate files.

Assignment of Oil, Gas and Mineral leases is effective November 11th, 2014 from AX Energy, LLC, as assignor, to Anadarko E&P Onshore, LLC, as assignee. As filed for record in Burleson County, in volume 981, page 214.

Please see attached "Exhibit A" for reference. Filing fees of \$100.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

Alberto Amesquita
Mineral Leasing
Energy Resources

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

P.O. Box 12873 • Austin, Texas 78711-2873

512.463.5001 • 800.998.4GLO

glo.texas.gov

Exhibit "A"

<i>GLO ID</i>	<i>County</i>	<i>Lease</i>
9275	<i>Burleson</i>	MF116713
9275	<i>Burleson</i>	MF116715
9275	<i>Brazos and Burleson</i>	MF116750
9275	<i>Brazos and Burleson</i>	MF116751

Thursday, February 26, 2015

AX Energy, LLC

Post Office Box 51582

Lafayette, LA 70505

337-232-1356

December 18, 2014

Texas General Land Office
Attn: Mr. Mark Adams
Stephen F. Austin Building
1700 North Congress Avenue, Room 840
Austin, Texas 78747

Mr. Adams:

Enclosed herewith please a certified copies of an assignment in which AX Energy, LLC assigns all right, title and interest in and to four (4) state leases over to Anadarko E&P Onshore, LLC. These state leases affect mineral acreage situated in both Brazos and Burleson Counties, Texas.

As I previously explained to you, this assignment was recorded in the clerk's office for both Brazos and Burleson Counties. The recordation information for this assignment is as follows:

Brazos Count Recordation: Book 12403, Page 225, Entry No. 01215548
Burleson County Recordation: Book 981, Page 214, Entry No. 00010470

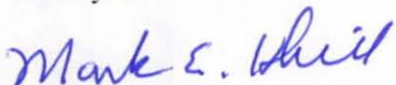
I am attaching the certified copy for this assignment that we obtained from each clerk's office. The state leases affected by this assignment are as follows:

1. State Lease No. M-116713 (covering mineral acreage in Burleson County only)
2. State Lease No. M-116715 (covering mineral acreage in Burleson County only)
3. State Lease No. M-116750 (covering mineral acreage in both Brazos and Burleson Counties)
4. State Lease No. M-116751 (covering mineral acreage in both Brazos and Burleson Counties)

Included herewith is AX Energy, LLC check no. 1208 in the amount of \$100.00 being the amount that you informed me that was required for this assignment.

Should you have any questions in regards to any of the material enclosed herewith, I ask that you please do not hesitate to contact my office.

Thank you.



Mark E. Hemphill, CPL

MEH/mh
Enclosures

AX ENERGY LLC



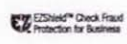
129

AX ENERGY LLC
P.O. BOX 51582
LAFAYETTE, LA 70505-1582

Home **HB** Bank 15705545 1208

P.O. Box 81459
Lafayette, LA 70598-1459
84-7030-2652

12/3/2014



Texas General Land Office

PAY TO THE
ORDER OF

One Hundred and 00/100*****

\$

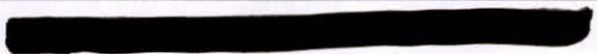
~~X~~
*100.00

DOLLARS

MEMO Assignment Fees

AUTHORIZED SIGNATURE

⑈00 1 208⑈



Security features. Details on back.

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same
appears on file and recorded in the appropriate
records of Brazos, County, Texas
Thereby certify, on 12-2-14 DD

STATE OF TEXAS
COUNTIES OF BRAZOS AND BURLERSON



Karen McQueen
County Clerk,
Brazos County, Texas

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, AX ENERGY, LLC (hereinafter referred to as "Assignor") is now the owner of certain Oil, Gas and Mineral Leases situated in Brazos and Burleson Counties, Texas described on the Exhibit "A" attached hereto and made a part hereof by reference for all purposes.

WHEREAS, AX ENERGY, LLC now desires to transfer, convey and deliver all of its right, title and interest in and to said Oil, Gas and Mineral Leases unto ANADARKO E&P ONSHORE LLC whose mailing address is Post Office Box 1330, Houston, Texas 77251-1330 (hereinafter sometimes referred to as "Assignee").

Assignee agrees to hold Assignor harmless and to indemnify and defend Assignor from and for any and all costs, expenses, charges and liabilities which Assignor may be called upon or legally required to pay; and all obligations which Assignor may be called upon or legally required to perform as a Lessee under the subject leases. Furthermore, Assignee obligates to indemnify, defend and hold Assignor harmless from and against any and all claims, demands, assertions, actions or causes of action which may be asserted against Assignor as a result of or rising out of any operations conducted or failed to be conducted on or about the lands covered and affected by the subject leases, including, but not limited to, actions for death, personal injury or property damage.

NOW THEREFORE, for other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, transfer, assign and deliver unto ANADARKO E&P ONSHORE LLC all of the Assignor's right, title and interest in and to said Oil, Gas and Mineral Leases.

TO HAVE AND TO HOLD said Oil, Gas and Mineral Leases with all rights thereunder and incident thereto unto Assignee, its successors and assigns forever. This Assignment is made without any warranty of title whatsoever, either expressed or implied. This Assignment is made with full substitution and subrogation in and to any and all rights or actions of warranty which Assignor may now or hereafter have or hold.

This Assignment is expressly made subject to all of the terms and conditions of the Oil, Gas and Mineral Leases on the attached Exhibit "A".

This Assignment is executed this 11th day of November, 2014, but is effective for all purposes as of the effective date of each of the Oil, Gas and Mineral Leases set out on Exhibit "A" attached hereto.

WITNESSES:

Mark E. Hewitt Mark E. Hewitt
Print Name Under Signature

Blake Levasseur BLAKE LEVASSEUR
Print Name Under Signature

ASSIGNOR

AX ENERGY, LLC

BY: *C. Ann Peltier*
C. Ann Peltier, Agent

ASSIGNEE

ANADARKO E&P ONSHORE, LLC

BY: *James J. O'Malley*
James J. O'Malley, Attorney-in-Fact

AX Energy/Anadarko/Cervelo/Brazos&Burleson

COUNTY, TEX.
STATE OF TEXAS
COUNTY OF BURLERSON
The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.

Thereby, certified, on 12/2/14
Anna L. Schielack
County Clerk
Burleson County, Texas

By *Abhijay Shupak* Deputy

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON THIS 11th day of NOVEMBER, 2014, before me, appeared C. Ann Peltier to me personally known, who, being by me duly sworn, did say that she is the duly authorized agent of AX Energy, LLC and that said instrument was signed in behalf of said limited liability company and said appearer acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]
NOTARY PUBLIC



STATE OF TEXAS

COUNTY OF Montgomery

ON THIS 13th day of November, 2014, before me, appeared James J. O'Malley to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of Anadarko E&P Onshore, LLC and that said instrument was signed in behalf of said limited liability company and said appearer acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]
NOTARY PUBLIC



STATE OF TEXAS
COUNTY OF BURLINSON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby certified, on 12/2/14
Anna L. Schielack
County Clerk
Burlinson County, Texas

By *[Signature]* Deputy

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas

Thereby certify, on 12.2.14 DB



[Signature]
County Clerk,
Brazos County, Texas

RESOLUTION

LAFAYETTE, LOUISIANA

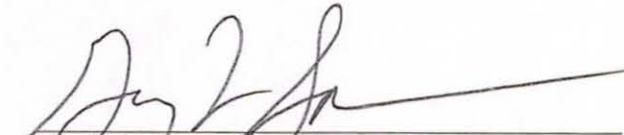
November 11, 2014

A special meeting of the members of AX Energy, LLC was held at the office of the limited liability company in Lafayette Parish, Louisiana on November 11, 2014. All of the members were present and in person or legally represented.

After discussion and on motion duly made, seconded and unanimously adopted, it was resolved as follows:

RESOLVED that C. Ann Peltier be and is hereby authorized, empowered and directed to execute on behalf of AX Energy, LLC an Assignment of Oil, Gas and Mineral Leases covering certain leases in Brazos and Burleson Counties, Texas.

There being no further business to come before the meeting, on motion duly made, seconded and unanimously adopted, the meeting was adjourned.


GARY L. SALMON

STATE OF TEXAS
COUNTY OF BURLERSON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, Certified, on 12/2/14
Anna L. Schislock
County Clerk
Burleson County, Texas

By Ashley Shupak Deputy

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos, County, Texas
Thereby certify, on 12-2-14 DB



Karen Mc Lussen
County Clerk,
Brazos County, Texas

12.19.14

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases by and between AX Energy, LLC and Anadarko E&P Onshore, LLC dated November 11, 2014

LEASE ID	STATE LEASE NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	ABSTRACT/SURVEY	VOLUME	PAGE	ENTRY NO.
QLA/8	M-116715	State of Texas	AX Energy, LLC	07/01/14	Burleson	A-56	968	110	7959
QLA/9	M-116713	State of Texas	AX Energy, LLC	07/01/14	Burleson	A-23	968	104	7958
QLA/45	M-116750	State of Texas	AX Energy, LLC	07/01/14	Brazos & Burleson	A-41 & A-56	12276 986	222 98	1208516 (Brazos) 7957 (Burleson)
QLA/48	M-116751	State of Texas	AX Energy, LLC	07/01/14	Brazos & Burleson	A-41 & A-56	12276 968	228 92	1208517 (Brazos) 7956 (Burleson)

968

00010470 BK OR 981 P9 217

AX Energy/Anadarko/Cervelo/Brazos&Burleson

Filed for Record in:
Burleson County

On: Dec 02, 2014 at 10:56A

As an Official Public Records

Document Number: 00010470
Amount 38.00

Receipt Number - 100775
By Ashley Shupak

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of:
Burleson County
As stamped hereon by me.

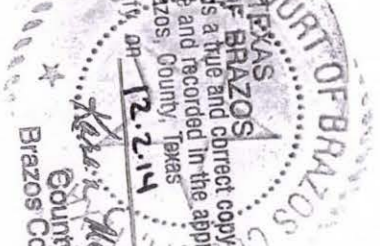
Dec 02, 2014

Anna L. Schielack
Burleson County Clerk

STATE OF TEXAS COUNTY OF BRAZOS
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.
Thereby, certified, on 12/21/14
Anna L. Schielack
County Clerk
Burleson County, Texas
By Ashley Shupak
Deputy



STATE OF TEXAS COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas
Thereby certified on 12.21.14 D9
Karin McGehee
County Clerk,
Brazos County, Texas



ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF TEXAS

COUNTIES OF BRAZOS AND BURLESON

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, AX ENERGY, LLC (hereinafter referred to as "Assignor") is now the owner of certain Oil, Gas and Mineral Leases situated in Brazos and Burleson Counties, Texas described on the Exhibit "A" attached hereto and made a part hereof by reference for all purposes.

WHEREAS, AX ENERGY, LLC now desires to transfer, convey and deliver all of its right, title and interest in and to said Oil, Gas and Mineral Leases unto ANADARKO E&P ONSHORE LLC whose mailing address is Post Office Box 1330, Houston, Texas 77251-1330 (hereinafter sometimes referred to as "Assignee").

Assignee agrees to hold Assignor harmless and to indemnify and defend Assignor from and for any and all costs, expenses, charges and liabilities which Assignor may be called upon or legally required to pay; and all obligations which Assignor may be called upon or legally required to perform as a Lessee under the subject leases. Furthermore, Assignee obligates to indemnify, defend and hold Assignor harmless from and against any and all claims, demands, assertions, actions or causes of action which may be asserted against Assignor as a result of or rising out of any operations conducted or failed to be conducted on or about the lands covered and affected by the subject leases, including, but not limited to, actions for death, personal injury or property damage.

NOW THEREFORE, for other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, transfer, assign and deliver unto ANADARKO E&P ONSHORE LLC all of the Assignor's right, title and interest in and to said Oil, Gas and Mineral Leases.

TO HAVE AND TO HOLD said Oil, Gas and Mineral Leases with all rights thereunder and incident thereto unto Assignee, its successors and assigns forever. This Assignment is made without any warranty of title whatsoever, either expressed or implied. This Assignment is made with full substitution and subrogation in and to any and all rights or actions of warranty which Assignor may now or hereafter have or hold.

This Assignment is expressly made subject to all of the terms and conditions of the Oil, Gas and Mineral Leases on the attached Exhibit "A".

This Assignment is executed this 11th day of November, 2014, but is effective for all purposes as of the effective date of each of the Oil, Gas and Mineral Leases set out on Exhibit "A" attached hereto.

WITNESSES:

Mark E. Hemphill Mark E. Hemphill
Print Name Under Signature
Blake Levasseur BLAKE LEVASSEUR
Print Name Under Signature

ASSIGNOR

AX ENERGY, LLC
BY: C. Ann Peltier
C. Ann Peltier, Agent

Sylvia Gutierrez Sylvia Gutierrez
Print Name Under Signature
John M. Worthington John M. Worthington
Print Name Under Signature

ASSIGNEE

ANADARKO E&P ONSHORE LLC
BY: James J. O'Malley
James J. O'Malley, Attorney-in-Fact

AX Energy/Anadarko/Cerveio/Brazos&Burleson

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

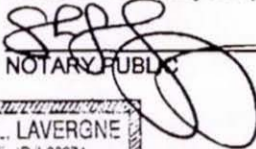
Thereby certify, on 12-10-14 APB



Karen McQueen
County Clerk
Brazos County, Texas

STATE OF LOUISIANA
PARISH OF LAFAYETTE

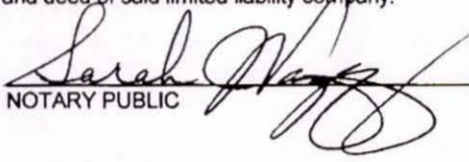
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NOTARY PUBLIC



STATE OF TEXAS
COUNTY OF Montgomery

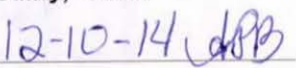
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NOTARY PUBLIC

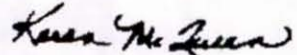


AX Energy/Anadarko/Cervelo/Brazos&Burleson

STATE OF TEXAS
COUNTY OF BRAZOS
The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 12-10-14 




County Clerk
Brazos County, Texas

RESOLUTION

LAFAYETTE, LOUISIANA

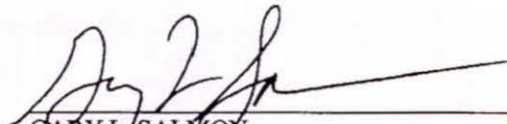
November 11, 2014

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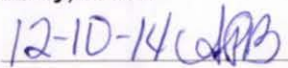
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GARY L. SALMON

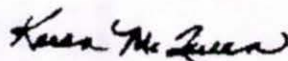
AX Energy/Anadarko/Carvelo/Brazos&Burleson

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 12-10-14 




County Clerk
Brazos County, Texas

1214

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil, Gas and Mineral Leases by and between AX Energy, LLC and Anadarko E&P Onshore, LLC dated November 11, 2014

LEASE ID	STATE LEASE NO.	LESSOR	LESSEE	LEASE DATE	COUNTY	ABSTRACT/SURVEY	VOLUME	PAGE	ENTRY NO.
QLA/8	M-116715	State of Texas	AX Energy, LLC	07/01/14	Burleson	A-56	968	110	7959
QLA/9	M-116713	State of Texas	AX Energy, LLC	07/01/14	Burleson	A-23	968	104	7958
QLA/45	M-116750	State of Texas	AX Energy, LLC	07/01/14	Brazos & Burleson	A-41 & A-56	12276 986	222 98	1208516 (Brazos) 7957 (Burleson)
QLA/48	M-116751	State of Texas	AX Energy, LLC	07/01/14	Brazos & Burleson	A-41 & A-56	12276 988	228 92	1208517 (Brazos) 7956 (Burleson)

968 968

AX Energy/Anadarko/Cervelo/Brazos&Burleson

Doc Bk Vol Pg
01215548 OR 12403 228



STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records of Brazos County, Texas

Thereby certify, on 12-10-14

Karen M. Quinn
County Clerk
Brazos County, Texas

Doc Bk Vol Pg
01215548 DR 12403 229

Vertical stamp text, partially illegible, likely containing recording details.

Vertical stamp text on the left margin, partially illegible.

Filed for Record in:
BRAZOS COUNTY

On: Dec 02, 2014 at 10:02A

As a
Recordings

Document Number: 01215548

Amount 36.00

Receipt Number - 529928

By,
Debbie Baker

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Dec 02, 2014

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

STATE OF TEXAS
COUNTY OF BRAZOS

The foregoing is a true and correct copy as the same
appears on file and recorded in the appropriate
records of Brazos County, Texas

Thereby certify, on 12-10-14 DRB



Karen McQueen

County Clerk
Brazos County, Texas

⑤

File No. ME116713

Assignment #9275, Ax Energy, County

to Anadarko E&P Onshore

Date Filed: 12.19.14

George P. Bush, Commissioner

By ra

15-13-14

ANADARKO E&P ONSHORE LLC

STATE OF TEXAS
 GENERAL LAND OFFICE
 1700 N CONGRESS AVENUE
 AUSTIN, TX 78701-1436

15712950

INSTRUCTIONS TO PAYEE:

In as much as the canceled check serves as our payment RENTAL receipt, please cash the check immediately upon receipt.

INSTRUCTIONS TO DEPOSITORY:

In case of any difficulty, promptly communicate with the rental section of Land Administration of this company at 1-800-359-1692 Option 6, explaining the circumstances and further instructions will be given.

Lease Number: 1340064000

DEPOSIT TO THE CREDIT OF	BA NUMBER	CHECK DATE	CHECK NUMBER	AMOUNT
STATE OF TEXAS GENERAL LAND OFFICE	LA45678203	Jun-02-2015	50007539	***\$86.85*

121

DETACH STUB AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A BLUE BACKGROUND AND A TRUE WATERMARK. HOLD AT AN ANGLE TO VIEW. DO NOT ACCEPT OR CASH IF THESE FEATURES ARE NOT PRESENT.

ANADARKO E&P ONSHORE LLC

JPMorgan Chase Bank, N.A.
 Dearborn, MI 74-1292
 724

LEASE NUMBER 1340064000	LEASE DATE 07-01-2014	MONTHS PAID FOR 12	FOR PERIOD BEGINNING 07-01-2015	ACRES PAID FOR 17.37	LESSOR REFERENCE
Delay Rental					
BOOK: 968 PAGE: 104 RECEPTION #: 00007					
Burleson TX					ST TX M-116713

15712950	
CHECK NO.	50007539
CHECK DATE	06-02-2015

PAY EXACTLY **\$86.85**cts

AMOUNT	***\$86.85*
--------	-------------

PAY TO THE ORDER OF
 STATE OF TEXAS
 GENERAL LAND OFFICE
 1700 N CONGRESS AVENUE
 AUSTIN, TX 78701-1436

Al W. Bailey

AUTHORIZED REPRESENTATIVE(S) OF THE COMPANY

⑈ 50007539 ⑈

6

File No. MF 116713

2nd yr Rental County

Date Filed: 6/8/15

George P. Bush, Commissioner

By BN

0. 0. 12

ORCO E&P ONSHORE LLC
BOX 1330
AUSTON, TX 77251-1330

PAGE: 1 of 1

DATE: January 13, 2017
TRACE NUMBER: 626215664
CHECK NUMBER: 626215664
AMOUNT PAID: \$100.00

ACCOUNTS PAYABLE INQUIRIES: (800)370-9867



00059 CKS LA 17013 - 0626215664 NNNNNNNNNN 0135100004505 X392D1 C
TEXAS GENERAL LAND OFFICE
PO BOX 12873
AUSTIN TX 78711-2873

17706708



0135100011008006500010000000

VENDOR NO: 0007389966

DOCUMENT #	VENDOR INV # REMARKS	INVOICE DATE	TOTAL AMOUNT	DISCOUNT/ WITHHOLDING AMOUNT	NET AMOUNT
1300010200 FILING FEE (X4)	PMTRQ011117	01/11/17	\$100.00	\$0.00	\$100.00
TOTALS			\$100.00	\$0.00	\$100.00

X
126

R30800284



January 4, 2017

Texas General Land Office
Attn: Travis Matthews
1700 North Congress Avenue
Austin, TX 78711-2873

State Lease Releases

M-116713 - 17.37 AC - APC # 1340064000

— M-116750 - 97.0 AC - APC# 1340066000

M-116751 - 84.0 AC - APC# 1340067000

M-116715 - 38.85 AC - APC# 1340062000

Mr. Matthews:

Pursuant to your request, attached is a fully executed certified recorded copies of release for your records. Also included is a check in the amount of \$100.00 to cover the filing fee on the four releases. Anadarko does not own State Lease MF-116714 as you requested in your letter, but we went ahead and released all four leases we had in the area. Should you have any questions or concerns, please feel free to contact me. My direct phone number and email address are listed below.

Thank you for your time and cooperation.

Sincerely,

Sean Wainwright

Sean Wainwright
Land Administration
832.636.2596
Sean.Wainwright@anadarko.com

1·19·17



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

Certified USPS 7009 0960 0001 1892 3522

October 17, 2016

Ms. Sylvia Gutierrez
Anadarko E&P Onshore LLC
PO Box 1330
Houston, Texas 77251

Re: State Lease **MF 116713** being 17.37 acres more or less in the Fisher James Survey in Burleson County Texas.

Re: State Lease **MF 116714** being 38.85 acres more or less in the Coles John P. Survey in Burleson County Texas.

Re: State Lease **MF 116715** being 38.85 acres more or less in the Singleton P. Survey in Burleson County Texas.

Dear Ms. Gutierrez:

Our records indicate that the referenced leases have terminated due to failure to pay the delay rentals on July 1, 2016.

You have thirty days from the receipt of this letter in which to present evidence and convince the General Land Office that this termination has not occurred. If such evidence has not been presented at the expiration of the 30 day period, the lease shall be endorsed "terminated" with no further communication from this office prior to the endorsement.

Pursuant to the Texas Administrative Code, we request that you file with this office a certified, recorded copy of a Release of State Oil and Gas Lease, effective as of the termination date and recorded in the county in which the lease tract is located. After recording the release, mail a certified copy of the release, along with the filing fee of \$25.00 per lease, to my attention at the GLO.

We look forward to hearing from you.

Yours truly,

Travis Matthews
Landman, Energy Resources
512-463-5118
512-475-1543 (fax)
Travis.Matthews@GLO.TEXAS.GOV

1017

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

RELEASE OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
COUNTY OF BURLESON §

KNOW ALL MEN BY THESE PRESENTS, that ANADARKO E&P ONSHORE, LLC, whose mailing address is P.O. Box 1330, Houston, Texas 77251, (hereinafter referred to as "Lessee") are the present owners of that certain Oil, Gas and Mineral lease described below, and whereas Lessee does hereby release, relinquish and surrender all of its right, title and interest in and to the Oil, Gas and Mineral Lease described below.

Co. Lease #: 1340064-000
Date: July 1, 2014
Lessor: General Land Office of the State of Texas M-116713
Lessee: Anadarko E&P Onshore, LLC
Recording: Oil, Gas and Mineral Lease recorded in Vol. 968, Page 104
Co/State: Burleson County, Texas

IN WITNESS WHEREOF, this instrument is executed on this 31st day of October, 2016.

ANADARKO E&P ONSHORE, LLC

By: Reid G. Elliott DGB
Reid G. Elliott
Agent and Attorney-In-Fact

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified on 12-14-16
Anna L. Schielack
County Clerk
Burleson County, Texas
By: Anna L. Nelson Deputy

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 31st day of October, 2016, by Reid G. Elliott, as Agent and Attorney-in-fact of Anadarko E&P Onshore, LLC.

DONNA M. HORTON
Notary Public, State of Texas
Comm. Expires 10-17-2017
Notary ID 129597612

Donna M. Horton
Notary Public-State of Texas

STATE OF TEXAS COUNTY OF BURLESON
INDEXED
RECORDED
Folio Number - 112712
26-110

117

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed
is a full, true and correct copy of the original on
file and of record in my office.

Thereby certified on _____
Ann L. Schickack
County Clerk
Burleson County, Texas



By _____ Deputy

1017

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STATE OF TEXAS §
COUNTY OF BURLESON §

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Co. Lease #: 1340066-000
Date: July 1, 2014
Lessor: General Land Office of the State of Texas M-116750
Lessee: Anadarko E&P Onshore, LLC
Recording: Oil, Gas and Mineral Lease recorded in Vol. 12276, Page 222 (Brazos); and Vol. 968, Page 98 (Burleson)
Co/State: Brazos and Burleson County, Texas

IN WITNESS WHEREOF, this instrument is executed on this 31st day of October, 2016.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified on 12-14-16



Anna L. Schielack
County Clerk
Burleson County, Texas

By: [Signature] Deputy

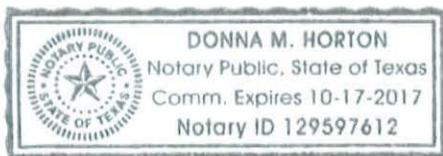
ANADARKO E&P ONSHORE, LLC

By: [Signature] Reid G. Elliott
Agent and Attorney-In-Fact

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

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[Signature]
Notary Public-State of Texas

STATE OF TEXAS COUNTY OF BURLESON
FILED FOR RECORD
Burleson County Clerk

1017

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RELEASE OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
COUNTY OF BURLESON §

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Co. Lease #: 1340067-000
Date: July 1, 2014
Lessor: General Land Office of the State of Texas M-116751
Lessee: Anadarko E&P Onshore, LLC
Recording: Oil, Gas and Mineral Lease recorded in Vol. 12276, Page 226 (Brazos); and Vol. 968, Page 92 (Burleson)
Co/State: Brazos and Burleson County, Texas

IN WITNESS WHEREOF, this instrument is executed on this 31st day of October, 2016.

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified on 12-14-16



Anna L. Schielack
County Clerk
Burleson County, Texas

By [Signature] Deputy

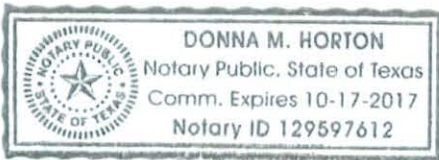
ANADARKO E&P ONSHORE, LLC

By: [Signature]
Reid G. Elliott
Agent and Attorney-In-Fact

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

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[Signature]
Notary Public-State of Texas

STATE OF TEXAS COUNTY OF BURLESON
[Vertical text and stamps at the bottom of the page]

11017
Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

RELEASE OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 §
COUNTY OF BURLESON §

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Co. Lease #: 1340062-000
Date: July 1, 2014
Lessor: General Land Office of the State of Texas M-116715
Lessee: Anadarko E&P Onshore, LLC
Recording: Oil, Gas and Mineral Lease recorded in Vol. 968, Page 110
Co/State: Burleson County, Texas

IN WITNESS WHEREOF, this instrument is executed on this 31st day of October, 2016.

ANADARKO E&P ONSHORE, LLC

By: [Signature]
Reid G. Elliott
Agent and Attorney-In-Fact [Signature]

STATE OF TEXAS
COUNTY OF BURLESON
The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in my office.

Thereby, certified on 12-14-16



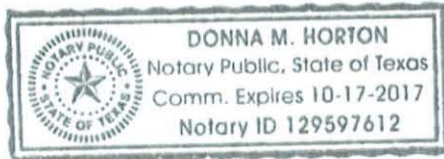
Anna L. Schielack
County Clerk
Burleson County, Texas

By: [Signature] Deputy

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 31st day of October, 2016, by Reid G. Elliott, as Agent and Attorney-in-fact of Anadarko E&P Onshore, LLC.



[Signature]
Notary Public-State of Texas

STATE OF TEXAS COUNTY OF BURLESON
I hereby certify that the foregoing is a true and correct copy of the original on file and of record in my office.
Notary Public
Donna M. Horton
Notary ID 129597612
Comm. Expires 10-17-2017

1

File No. MF116713

BURLESON County

RELEASE INFO


Date Filed: 2/1/17

By: J.W. George P. Bush, Commissioner

2017

STATE OF TEXAS
 COUNTY OF BURLESON
 The document to which this certificate is affixed
 is a true and correct copy of the original on
 file and of record in my office.

Truly certified on _____
 Anna L. Schriener
 County Clerk
 Burleson County, Texas



By: _____