

MF116726

TERMINATION

DATE 7/1/17
 LEASING SSD
 MAPS JK
 GIS MC

Leasing: SSM
 Maps: JK
 GIS: MC
 Scanlab: _____

Lease Type
Upland Fee

Control
04-020204

Basefile
147434

County
REEVES

Survey

Public School Land

Block

58

Block Name

Township

Section/Tract

29

Land Part

Acres

Net: 60.000000 Gross: 60.000000

Depth Below

Depth Above

Depth Other

Allow All
Depths

Name

ELEVATION RESOURCES LLC

Lease Date

7/1/2014

Primary Term

5 years

Bonus

\$217,006.80

Lease Royalty

0.25000000

Paid Up

No

**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

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| 1. BID FORM | 7/1/14 | gsm |
| 2. OIL & GAS LEASE | 8/20/14 | gsm |
| 3. TRANSMITTAL LETTER | 8/20/14 | gsm |

Scanned sm 12/8/14

- | | |
|------------------|---------|
| 4. 2nd yr Rental | 5/26/15 |
|------------------|---------|

Scanned pt 7-13-15

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|-------------------|---------|
| 5. Rentals 3rd yr | 6/17/16 |
|-------------------|---------|

Scanned pt 7-28-16

- | | |
|----------------------|---------|
| 6. Consent to Assign | 3-14-17 |
| Elevation to Jett | |

7. Scanned pt 5-12-2017

- | | |
|----------------------------------|---------|
| See MF 115987 #11, Assign #10446 | |
| Elevation to Jett | 11-8-17 |

Scanned pt 11-8-2017

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| 7. Termination Letter | 12/5/17 |
|-----------------------|---------|

Lease Terminated 7/1/2017

Scanned pt 12-13-2017

- | | |
|------------|----------|
| 8. Release | 03/21/18 |
|------------|----------|

- | | |
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| 9. Ltr & fee | 03/21/18 |
|--------------|----------|

Scanned sm 03/04/2020

ELEVATION RESOURCES LLC
200 N LORAIN, STE 1010
MIDLAND, TX 79701-4755

14714610

1265

June 27, 2014

Date

Pay to the Order of The Commissioner of the Texas General Land Office \$ 217,006 ⁸⁰/₁₀₀

two hundred seventeen thousand, six hundred ⁸⁰/₁₀₀ Dollars



Security
Features
Details on
Back



Wells Fargo Bank, N.A.
Texas
wellsfargo.com

For bonus for MGL #16

Blaha Coen

MP

01265

ELEVATION RESOURCES LLC
200 N LORAIN, STE 1010
MIDLAND, TX 79701-4755

14714611

1266

June 27, 2014
Date

Pay to the Order of The Commissioner of the Texas General Land Office \$ 3,255¹⁰/₁₀₀
three thousand two hundred fifty five & 10/100 — Dollars



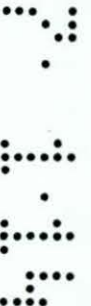
Wells Fargo Bank, N.A.
Texas
wellsfargo.com

For Sales Fee for MGL#16

B. L. A. C.

MP

01266



M- 116726

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: Elevation Resources LLCAddress: 200 N. Loraine, Suite 1010City: MidlandState: TXZip: 79701Telephone: (432) 686-7500

(Include +4 Code)

AREA DESCRIPTIONCounty(ies): ReevesSurvey/Area: PSL

(If Applicable)

Block/Tsp.: 58

(If Applicable)

Section/Tract: 29Acres: 60**BID SUBMISSION**(A) Bonus Amount (\$ 217,006.80)Two Hundred Seventeen Thousand Six and 80/100 Dollars

(type/print above)

(B) Sales Fee Amount (\$ 3,255.10)Three Thousand Two Hundred Fifty-Five and 10/100 Dollars

(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.16**APPLICANT NAME**Elevation Resources LLC

(same as above)

BONUS AMOUNT ONLY (A)**(Do Not include sales fee)**(\$ 217,006.80)**STATE OF TEXAS TAX I.D. #**

(must be an 11-digit number)

SIGNATURE OF AGENT

(signature)

STEVEN H. PRUETT

(type/print name)

14714611

14714610

11041141

11041141

411
①

File No. M-116726
Brd Form

Date Filed: 7/1/14

Jerry E. Patterson, Commissioner
By George Martin

11041141

The State of Texas



Austin, Texas

OIL AND GAS LEASE NO. M-116726

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:

WEST ONE-HALF OF NORTHWEST ONE-QUARTER OF NORTHEAST ONE-QUARTER AND NORTHEAST ONE-QUARTER OF NORTHEAST ONE-QUARTER (W/2 OF NW/4 OF NE/4 AND NE/4 OF NE/4) OF SECTION 29, BLOCK 58, PUBLIC SCHOOL LAND SURVEY, REEVES COUNTY, TEXAS, CONTAINING APPROXIMATELY 60 ACRES, AS SHOWN ON THE OFFICIAL MAP OF REEVES 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 ELEVATION RESOURCES LLC whose address is 200 N. LORAIN, SUITE 1010, MIDLAND, TEXAS 79701 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 **Two Hundred Seventeen Thousand Six And 80/100 Dollars (\$217,006.80)**, 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	\$ 3,000.00
Fourth	\$ 5.00

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 _____

(CORPORATION ACKNOWLEDGMENT)

COUNTY OF _____

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 _____

File No. M-116726
Oil & Gas Lease

Date Filed: 8/20/14

Jerry E. Patterson, Commissioner

By George Martin

②

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 20, 2014

Mr. Steven H. Pruett
Elevation Resources Llc
200 N. Loraine, Suite 1010
Midland, Texas 79701

Dear Mr. Pruett:

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 Elevation Resources Llc was the high bidder on **MGL. No. 16**, which has been assigned the lease number **M-116726**.

State Lease M-116726 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-116726
Transmittal Letter

Date Filed: 8/20/14

Jerry E. Patterson, Commissioner

By George Martin



VIA CERTIFIED MAIL #7013 1710 0001 1120 2294

May 19, 2015

Commissioner of the General Land Office
State of Texas
1700 N. Congress Ave., Rm. 640
Austin, TX 78701

Attn: Linda Price

Re: State Lease Mineral File #M-116726
Annual Delay Rental for Oil & Gas Lease dated 7-1-2014,
Jerry E. Patterson, Commissioner of the General Land Office
of the State of Texas, Lessor
Elevation Resources LLC, Lessee
Recorded Vol. 1102, Pg. 344, Official Public Records of Reeves Co., TX
Covering the W/2 of NW/4 of NE/4 and NE/4 of NE/4 of Section 29,
Block 58, PSL Survey, Reeves Co., TX

Dear Ms. Price:

I've enclosed Elevation's check #009351 in the amount of \$300.00, as tender of the first annual delay rental under the terms of the above-referenced oil and gas lease (60 acres X \$5.00/acre = \$300.00).

If you have any questions, please feel free to contact me at my direct office line, (432) 685-7747.

Sincerely,

ELEVATION RESOURCES LLC

Holly Dominguez
Land Associate

/hd
enclosure



ELEVATION
RESOURCES

ELEVATION RESOURCES LLC
200 N Loraine, Ste 1010
Midland, Texas 79701

15712359

Page 1 of 1

VENDOR No.	VENDOR NAME	CHECK DATE	CHECK No.	CHECK TOTAL
100076	COMMISSIONER OF THE GENERAL LAND OFFICE	May-19-2015	009351	\$300.00

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
05-10-245	RTL42004043	05/13/15	300.00	0.00	300.00
TOTAL INVOICES PAID					300.00

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

THIS CHECK HAS A COLORED FACE ON WHITE STOCK AND AN ARTIFICIAL WATERMARK ON THE BACK.



ELEVATION
RESOURCES

ELEVATION RESOURCES LLC
200 N Loraine, Ste 1010
Midland, Texas 79701

Wells Fargo Bank, N.A.
Texas
wellsfargo.com

15712359

009351

37-65/1119

PAY TO THE ORDER OF
EXACTLY \$300dols00cts
THREE HUNDRED DOLLARS AND NO CENTS

CHECK DATE	AMOUNT
May-19-2015	\$300.00

TO
THE
ORDER
OF

COMMISSIONER OF THE GENERAL LAND OFFICE
1700 N. CONGRESS AVE
RM 640
AUSTIN, TX 78701

Randy D. Spaw
CFO
Steven H. Pruett
CEO

009351

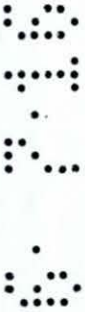
File No. MF 116726
2nd yr Rental County

Date Filed: 5/26/2015

By BN George P. Bush, Commissioner

250.12

~~MF 117~~ MF 116726



121

ELEVATION RESOURCES LLC
200 N LORAIN, STE 1010
MIDLAND, TX 79701-4755

16711776 1763

37-65/1119 6065
2375203326

6/1/16

Date

Pay to the Order of Commissioner of the GLO

\$ ~~300~~ ⁰⁰/₁₀₀

Three Hundred + 00/100

Dollars



Security
Features
Details on
Back.



Wells Fargo Bank, N.A.
Texas
wellsfargo.com

For Annual Delay Rental

Randy Spurr MP

01763



SENT VIA CERTIFIED MAIL 7014 0510 0000 1616 4554

June 1, 2016

Commissioner of the General Land Office
State of Texas
1700 N. Congress Ave., Rm. 640
Austin, Texas 78701

Attn: Linda Price

Re: State Lease Mineral File #M-116726
Annual Delay Rental for Oil & Gas Lease dated 7-1-2014,
Jerry E. Patterson, Commissioner of the General Land Office
of the State of Texas, Lessor
Elevation Resources LLC, Lessee
Recorded in Vol. 1102, Pg. 344, Official Public Records of Reeves Co., TX
Covering the W/2 of NW/4 of NE/4 and NE/4 of NE/4 of Sec. 29,
Blk. 58, PSL Survey, Reeves Co., TX

Dear Ms. Price:

I've enclosed Elevation's check #1763 in the amount of \$300.00, as tender for the second annual delay rental under the terms of the above-referenced oil and gas lease (60 acres X \$5.00/acre = \$300.00).

If you have any questions, please feel free to contact me at my direct office line, (432) 685-7747.

Sincerely,

ELEVATION RESOURCES LLC

Holly Dominguez
Land Associate

/hd
enclosure

5

File No. MF 116726

Rentals 3rd yr -County

Date Filed: 6/7/16

By BN George P. Bush, Commissioner

0. L70



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

March 14, 2017

Lori Westbrook, Landman
Elevation Resources
200 North Loraine, Ste 1010
Midland, Texas 79701

RE: Consent to Assign - MF116726 & MF117333 - Reeves County, Texas

Dear Ms. Westbrook:

We hereby acknowledge receipt of your letter regarding the above referenced leases. The letter requests the General Land Office ("GLO") consent to assign an interest in the leases from Elevation Resources LLC to Jetta Permian LP.

The GLO interprets the assignment language in each of the leases to limit the transfer of obligations only when there are actual liabilities under the lease, such as plugging abandoned wells, removing pipelines, remediating drill sites and remitting unpaid royalties, interest or penalties due. If there are no existing liabilities, the leases may be transferred at any time without written consent of the Commissioner.

Accordingly, we will accept for filing a certified copy of the Assignment as long as the Mineral File number is placed in the description and the proper filing fee is received with the certified copies. The filing fee for each assignment will be \$25.00 per state lease in accordance with the Texas Administrative Code.

Absent an existing liability owed to the state, the assignee shall succeed to the rights and obligations under the lease. Please feel free to contact me at (512) 463-5407 or email carl.bonn@glo.texas.gov if you have any further questions.

Best regards,

Carl Bonn, CPL
Mineral Leasing



ELEVATION
RESOURCES

\$300 L< Rental 6/16 → MF116726
\$1,600 " " " → MF117333

VIA FEDERAL EXPRESS #7786 3508 0976

March 13, 2017

Commissioner of the Texas
General Land Office
Attn: Energy Resources/Mark Adams
1700 N. Congress Ave.
Austin, Texas 78701

to Jetta Permian, LP

Re: Request for Prior Written Consent to Assign
Various Oil & Gas Leases located in Reeves County, Texas

Dear Mr. Adams:

The Oil & Gas Leases listed below require that written consent be obtained from Grantor prior to any assignment. Therefore, pursuant to the terms of the leases, Elevation respectfully requests your written consent to assign the leases to Jetta Permian, LP, whose address is Fort Worth Club Tower, 777 Taylor Street, Suite P1, Fort Worth, TX, 76102. This assignment will be made after consent is received, but is expected to be effective as of March 1, 2017.

Oil and Gas Leases Requiring Prior Written Consent to Assign:

Date: 07/09/2014
Lessor: The State of Texas, acting by and through its agent, DALTEX MUNN ASSOCIATES
MF-117333

Lessee: Elevation Resources LLC
Lands: The S/2 of Section 39, Block 59, PSL Survey, Reeves Co., TX, containing 320 acres, more or less.
Recorded: Vol. 1096, Pg. 121, Official Public Records of Reeves Co., TX

Date: 07/01/2014
Lessor: Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas
MF-116726

Lessee: Elevation Resources LLC
Lands: The W/2 of NW/4 of NE/4 and NE/4 of NE/4 of Section 29, Block 58, PSL Survey, Reeves Co., TX, containing 60 acres, more or less.
Recorded: Vol. 1102, Pg. 344, Official Public Records of Reeves Co., TX

March 13, 2017

Elevation to The State of Texas - Request for Consent to Assign, MF-117333 & MF-116726

Page 2



A signature below indicates The State of Texas' consent to assign. Please sign and return this letter in the enclosed self-addressed, stamped envelope at your earliest convenience.

Please contact me at lwestbrook@elevationres.com or (432) 685-7739 if you have any questions. Thank you for your consideration.

Sincerely,

Lori Westbrook
Landman

The State of Texas hereby consents to the assignment of the above-referenced Oil and Gas Leases, as set forth in this letter.

Accepted and Agreed:

Lessor:

THE STATE OF TEXAS

By: _____

Title: _____

Date: _____

71415

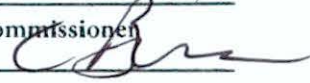
6

File No. MF 116726

Consent to Assign

Date Filed: 3-14-77

George P. Bush, Commissioner

By 



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

December 5, 2017

Mr. Jacob Lilburn
Jetta Permian, LP
Fort Worth Club Tower
777 Taylor Street, Suite P1
Fort Worth, TX 76102

RE: **State Lease MF116726 – Termination**

State Fee Lease dated July 1, 2014, Primary Term: 5 years, 60 acres
W/2 of NW/4 of NE/4 and NE/4 of NE/4 of Section 29, Block 58, PSL Survey
Reeves County, Texas

Dear Mr. Lilburn,

Our records indicate that the referenced lease has terminated for failure to pay the third-year rental due on or before July 1, 2017.

Pursuant to the Texas Administrative Code, we request that you file with this office a recorded original or certified copy of a Release of this State Oil and Gas Lease along with a processing fee of \$25.00 to be sent to my attention.

Yours truly,

Susan Draughn, Landman
Energy Resources/ Mineral Leasing
Direct: 512.463.6521 / Email: susan.draughn@glo.texas.gov
Website: www.glo.texas.gov

7.

File No. MF 116726
Termination letter County

Date Filed: 12/5/17
George P. Bush, Commissioner
By SSD

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 PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE.

RELEASE OF OIL AND GAS LEASE

STATE OF TEXAS §
 §
COUNTY OF REEVES §

WHEREAS, Jetta Permian, LP, a Delaware limited partnership (hereinafter referred to as the "Lessee"), has purchased and acquired the leasehold interests previously owned by Elevation Resources, LLC, and is the current owner and holder of the leasehold interests in those certain Oil and Gas Leases (hereinafter referred to as the "Leases") described in Exhibit A; and

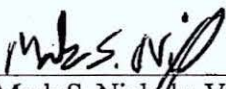
NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, the undersigned does hereby release, relinquish and surrender to the Lessors, their heirs or assigns, the right, title and interest in and to all the Leases listed on the attached Exhibit A.

IN WITNESS WHEREOF, this instrument is dated the 5th day of February, 2018.

Lessee:

JETTA PERMIAN, LP
a Delaware limited partnership

By: Jetta Permian GP, LLC
a Delaware limited liability company
its General Partner

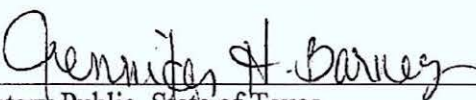

By: Mark S. Nichols, Vice President – Land

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 5 day of February, 2018, by Mark S. Nichols, Vice President – Land of Jetta Permian GP, LLC, the General Partner of Jetta Permian, LP, on behalf of said limited liability company, on behalf of said limited partnership.




Notary Public, State of Texas

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 1 of 2

EXHIBIT A

Attached to and made a part of that certain Release of Oil and Gas Leases dated February 5, 2018,
executed by Jetta Permian, LP.

Mineral File #	Lessor	Lessee	Lease Date	Volume	Page
MF116726	JERRY E. PATTERSON, COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS	ELEVATION RESOURCES LLC	7/1/2014	1102	344
N/A	DESERT PARTNERS IV, LP	ELEVATION RESOURCES LLC	6/25/2014	1096	187
N/A	LAMBERT LAND COMPANY, LLC	ELEVATION RESOURCES LLC	6/25/2014	1096	193
MF117080L	THE STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SHERRIE L. JONES, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	3/10/2015	1164	142

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True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
Page 2 of 2

Inst No. 18-02486
DIANNE O. FLOREZ
COUNTY CLERK
2018 Feb 09 at 02:40 PM
REEVES COUNTY, TEXAS
By: MS Albaedana DEPUTY

File No. 116726
County _____
Release
Date Filed: 03/21/18
George P. Bush, Commissioner
By [Signature]

25778

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF REEVES

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL. 1545, PAGE 418, THRU 413.

I hereby certified on 3/5/2018



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY Albaedana DEPUTY

JETTA PERMIAN LP
FORT WORTH, TX

VENDOR NO.: 1014
VENDOR NAME: TEXAS GENERAL LAND OFFICE

DATE: 03/12/18
CHECK #: 2610

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS &DISCOUNTS	NET AMOUNT
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03-10-146	180312	03/12/18	50.00	0.00	50.00
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RELEASE OF LEASE NOTIFICATION FOR ALL STATE LEASES REQUIRED

TOTAL INVOICES PAID

X 50.00

126

18708815



JETTA PERMIAN, LP

Fort Worth Club Tower ♦ 777 Taylor St., Suite P1 ♦ Fort Worth, TX 76102
817.335.1179 ♦ Fax 817.334.0869 ♦ JettaPermian.com

March 19, 2018

Texas General Land Office
Attn: Deborah A. Cantu
P.O. Box 12873
Austin, Texas 78711-2873

RE: Filing Fee –Release of Oil and Gas Lease

1. MF116726 – Jerry E. Patterson, Commissioner of the General Land Office of the State of Texas, recorded at Volume 1102, Page 344.
2. MF117080-L – The State of Texas, acting by and through its Agent, Sherrie L. Jones, as her sole and separate property, recorded at Volume 1164, Page 142.

Mrs. Cantu,

Please find enclosed check # 2610 in the amount of \$50.00 for payment related to the above referenced document dated February 5, 2018, by Jetta Permian, LP, recorded at Instrument 18-02486, Volume 1543, Page 412, Reeves County, Texas covering the above referenced leases.

Thank you for your assistance in this matter. Feel free to give me a call at 817-639-2333 should you have any further questions.

Sincerely,

Hollie Barney
Senior Land Analyst
Jetta Permian, LP
hbarney@jettapermian.com

9.
File No. 116726

County

Ltr + fee

Date Filed: 03/21/18

George P. Bush, Commissioner

By [Signature]

3.57.70