MF116866

Lease Type RAL	**Control** 07-105250	**Basefile** 112297	**County** REEVES

EXPIRED
DATE 6/1/17
LEASING TM 11/29/17
MAPS ~~JH~~
GIS ~~JH~~

Leasing: Q
Maps: AJ
GIS: MC
Scanlab:

Survey	Public School Land		
Block	58		
Block Name			
Township			
Section/Tract	42		
Land Part	W/2		
Acres	Net: 18.794000	Gross: 307.550000	
Depth Below	Depth Above	Depth Other	

Name	ROBBINS, W. B.
Lease Date	6/1/2014
Primary Term	3 years
Bonus	$30,561.38
Lease Royalty	0.12500000
Paid Up	Yes

STOP

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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Contents of Mineral File Number: MF 116866

1. RAL Review Sheet 7·30·14
2. Bonus & Fees 8·21·14
3. Lease 8·21·14
4. Final Ltr. 12·11·14
(SEE MF115945 #9, Assn # 9375
Wm Robbins to Elevation 8-14-15)
scanned SM 9/28/15
5. Division Order 9/6/17
scanned SM 9/13/2017
(See MF115987 #11, Assgn # 10446
Elevation to Letta 11-8-17
scanned PJ 11-8-2017
LEASE EXPIRED 6/1/17
ENTRY DATE OF EXPIRATION 11/29/17
6. Release 01/02/18
scanned PJ 1-30-2018
7. Commingling Approval 8/15/2018
scanned PJ 9-19-2018

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(SEE MF115945 #9, Assn # 9375
Wm Robbins to Elevation 8-14-15)
scanned SM 9/28/15

RAL REVIEW SHEET

Working File #:	RAL146359	**MF:**			
Lessor:	Covington ~~[illegible]~~	**Lease Date:**	05/05/2014	**UI:**	Yes
Lessee:	Elevation Resources LLC	**Gross Acres:**	~~[illegible]~~ 307.5		
		Net Acres:	~~[illegible]~~ 18.7		

LEASE DESCRIPTION

County	Control #	Base File No	Part	Sec	Block Twp	Survey	Abst No
Reeves	07-105116	112233	all	31	58	Public School Land	3154
Reeves	07-105125	112232	S/2	32	58	Public School Land	3153
Reeves	07-105170	137096	E/2	39	58	Public School Land	4388
Reeves	07-105250	112297	W/2	42	58	Public School Land	3155

TERMS OFFERED

Primary Term:	3 Years			
Bonus / Acre:	$2,500.00			
	2nd Yr	3rd Yr	4th Yr	5th Yr
Rental / Acre:	0.00	0.00		
Royalty	0.250000			

TERMS RECOMMENDED

Primary Term:	3 Years			
Bonus / Acre:	$3,000.00			
	2nd Yr	3rd Yr	4th Yr	5th Yr
Rental / Acre:	0.00	0.00		
Royalty	0.250000			

COMPARISONS

Lease No	Lessee	Lease Date	Primary Term	Bonus/Acre	Rental/Acre				Royalty	Distance
Pending	Cimarex Energy Co	03/17/2014	5 yr	$3,000.00	$0.00	0.00	3,000.00	0.00	0.250000	0.000000 South

Comments: Paid Up Rentals. 63.18 acres of sections 31, 32 and 42 (UI) under lease (MF116450).

Approved: DR 6.17.14

RELINQUISHMENT ACT LEASE APPLICATION

Texas General Land Office — Jerry Patterson, Commissioner

TO: Jerry Patterson, Commissioner
Larry Laine, Chief Clerk
Bill Warnick, General Counsel
Louis Renaud, Deputy Commissioner

FROM: Robert Hatter, Director of Mineral Leasing

Applicant: WillRobbins — County: Reeves
Prim. Term: 3 Years — Bonus/Acre: $3,000.00
Royalty: 0.25000000

Rental/Acre 2nd Yr: $0.00 — 3rd Yr: $0.00 — 4th Yr: $0.00 — 5th Yr: $0.00

Consideration
Recommended: RJH — Date: 7/10/14
Not Recommended:
Comments: Paid Up Rentals. 63.18 acres of sections 31, 32 and 42 (UI) under lease (MF116450).

Lease Form
Recommended: RJH — Date: 7/10/14
Not Recommended:
Comments:

Louis Renaud, Deputy Commissioner — Date: 7.25.14
Recommended: CLR
Not Recommended:

Bill Warnick, General Counsel — Date: 7/30/14
Recommended: WFW
Not Recommended:

Larry Laine, Chief Clerk — Date: 7/25/14
Approved:
Not Approved:

Jerry Patterson, Commissioner — Date: 7/30/14
Approved: Jerry E. Patterson
Not Approved:

1

File No. MF 116866

RAL Review Sheet

Date Filed: 7.30.14

Jerry E. Patterson, Commissioner

By aa

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

14717340 1378 181

[redacted]

August 15, 2014
Date

Pay to the Order of Commissioner of the General Land Office $30,561 38/100

thirty thousand five hundred sixty-one & 38/100 — Dollars

Security Features Details on Back.

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

For Bonus 42004.041

MP

[redacted] 01378

$125.00

WILLIAM B ROBBINS
TAMI J ROBBINS
PO BOX 2572
MIDLAND, TX 79702-2572

14717333

3803

[redacted]

8/18/14
DATE

121

PAY TO THE ORDER OF GLO $ 875.00

eight hundred seventy five and 00/100 DOLLARS

Security Features Details on Back.

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

FOR Processing fees

MP

[redacted] 03803

Fax: (432) 683-5074

William B. Robbins
P. O. Box 2572
Midland, Texas 79702
Office: (432) 683-5055
e-mail: willbrobbins@gmail.com

August 18, 2014

Commissioner of the Texas
General Land Office
Attn: Drew Reid
1700 N. Congress Ave., Rm. 840
Austin, TX 78701-1495

Mr. Reid,

Enclosed please find the State's portion of the lease bonus for the enclosed leases along with the $125 processing fee for each lease.

Very truly yours,

William B. Robbins

WBR:dk
Enclosures

(2)

File No. MF 116866

~~[illegible]~~

Bonus & Fees

Date Filed: 8-21-14

Jerry E. Patterson, Commissioner

By aa

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

14-05899
FILED FOR RECORD
REEVES COUNTY, TEXAS
Jul 01, 2014 at 02:42:00 PM

1168666A

The State of Texas

Austin, Texas

VOL 1087 PG 0131

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 1st Day of June 2014, between the State of Texas, acting by and through its agent, Ted Covington, as his sole and separate property

of 1417 W. Twohig Ave. San Angelo, TX 76901

(Give Permanent Address)

said agent herein referred to as the owner of the soil (whether one or more), and William B. Robbins

of P.O. Box 2572, Midland, Texas 79702 hereinafter called Lessee.

(Give Permanent Address)

1. GRANTING CLAUSE. For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Reeves County, State of Texas, to-wit:

W/2 of Section 42, Block 58, PSL Survey, containing 307.75 gross acres, more or less;

Containing **307.55** acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: Thirty thousand five hundred forty and 25/000 Dollars

Dollars ($30,540.25)

To the owner of the soil: Thirty thousand five hundred forty and 25/000 Dollars

Dollars ($30,540.25)

Total bonus consideration: Sixty one thousand eighty and 50/000 Dollars

Dollars ($61,080.50)

The total bonus consideration paid represents a bonus of Three thousand two hundred fifty and no/000 Dollars

Dollars ($3,250.00)per acre, on 18.794 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.

3. THIS IS A PAID-UP LEASE SEE PARAGRAPH 40, ~~DELAY RENTALS.~~ ~~If no well is commenced on the leased premises on or before one~~

~~(1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the~~ THIS IS A PAID-UP LEASE

~~Bank, at~~

~~or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:~~

~~To the owner of the soil:~~ N/A

~~Dollars ($~~N/A)

~~To the State of Texas:~~ N/A

~~Dollars ($~~N/A)

~~Total Delay Rental:~~ N/A

~~Dollars ($~~N/A)

In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

4. PRODUCTION ROYALTIES. Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:

(A) OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be one-fourth (1/4) part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, 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 leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived, in writing, by the royalty owners upon such terms and conditions as they prescribe.

(B) NON PROCESSED GAS. 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) shall be one-fourth 1/4 part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, 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 the greater; provided that the maximum pressure base in measuring the gas under this lease 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 tests 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. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be one-fourth (1/4) part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. 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 arm's 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. 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 shall be one-fourth (1/4) part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for 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.

5. 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 under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; 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 the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar ($1.00) per acre.

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6. **ROYALTY IN KIND.** Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.

7. **NO DEDUCTIONS.** Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.

8. **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 any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.

9. **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 to accrue 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.

10. **(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) PERMITS, 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. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." 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.

11. **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

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operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. 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.

12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional wells are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.

13. 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.

14. 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 double the annual rental provided in the lease, but not less than $1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar ($1.00) per acre. 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. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. 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.

15. 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, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, 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 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. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

16. 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) CONTINUOUS DEVELOPMENT. Notwithstanding any provision contained herein to the contrary, whether oil or gas is or is not being produced on the leased premises or on lands pooled therewith at the expiration of the primary term, if Lessee is engaged in drilling or reworking operations or has completed a well either as a dry hole or as a producer on the leased premises or on lands pooled therewith within one hundred twenty (120) days of the expiration of the primary term, this lease shall remain in full force and effect and the primary term shall be extended as to all lands covered hereunder for so long as operations continue to completion or abandonment and for so long thereafter as operations for drilling are conducted with no more than one hundred twenty (120) days elapsing between the completion or abandonment of one well and the commencement of actual drilling operations of another well. After the expiration of the primary term, this lease shall terminate as to: (1) all lands which are not included within the proration unit established by Lessee and approved by the Railroad Commission of Texas for each producing well located on the leased premises or on lands pooled therewith in order to obtain the maximum production allowable per well; and (2) all depths and horizons 100' below the stratigraphic equivalent of the deepest depth capable of producing in paying quantities in each well which is included within the boundaries of a producing proration unit. After the expiration of the primary term, Lessee shall release all of the leased premises not otherwise held hereunder. A well shall be determined to be completed on the day Lessee releases the drilling rig used to drill such well, or the date such rig is moved off the location, whichever date occurs first, and a well shall be determined to be commenced when such well is spudded.

(B) 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 Commissioner of the General Land Office. 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.

17. OFFSET WELLS. Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.

18. FORCE MAJEURE. If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

19. WARRANTY CLAUSE. The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.

20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.

(B) 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 and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, 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.

21. USE OF WATER. Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for waterflood operations without the prior consent of the owner of the soil.

22. AUTHORIZED DAMAGES. Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.

23. PIPELINE DEPTH. When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.

24. WELL LOCATION LIMIT. No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.

25. 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. 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. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.

26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the

termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee 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 assignee of the lease, including any liabilities to the State for unpaid royalties.

(B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:

(1) a nominee of the owner of the soil;
(2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
(3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
(4) a principal stockholder or employee of the corporation which is the owner of the soil;
(5) a partner or employee in a partnership which is the owner of the soil;
(6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
(7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.

28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.

29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.

30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease render this lease invalid.

31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.

32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty 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 if Lessee should 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 under the terms of the Relinquishment Act. 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.

33. LIEN. In accordance with Texas Natural Resources Code 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 Texas Natural Resources Code 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, Chap. 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.

34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.154. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.

35. INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. **EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND\OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

36. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. **LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.**

37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.

38. 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. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

39. LEASE FILING. Pursuant to Chapter 9 of the Texas Business and Commerce 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. This lease is not effective until a certified copy of this lease (which is made and certified by the County Clerk from his records) is filed in the General Land Office in accordance with Texas Natural Resources Code 52.183. Additionally, this lease shall not be binding upon the State unless it recites the actual and true consideration paid or promised for execution of this lease. The bonus due the State and the prescribed filing fee shall accompany such certified copy to the General Land Office.

40. AMENDED RENTAL PROVISION. Anything contained in the lease to the contrary notwithstanding; the rentals for this lease have been PAID-UP for the 2nd and 3rd year. Anything to the contrary notwithstanding in Paragraph 5 (Minimum Royalty) and Paragraph 14 (Shut-in Royalty),

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it is agreed that in the event a Minimum Royalty payment is due or a Shut-in Royalty payment is due, the total amount payable in each case shall be determined on the basis of one dollar ($1.00) per acre, payable one-half (1/2) to the State of Texas and one-half (1/2) to the owner of the soil.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR(S):

STATE OF TEXAS

By: Ted Covington

Ted Covington, as his sole and separate property
And as Agent for the State of Texas

Date: 6-24-14

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LESSEE:

By: William B. Robbins

Date: 6/30/14

STATE OF TEXAS

COUNTY OF Tom Green

This instrument was acknowledged before me on this the 24th day of June, 2014, by **Ted Covington.**

THOMAS P. LOVELL III
Notary Public
STATE OF TEXAS
My Comm. Exp. July 11, 2016

Thomas P. Lovell III

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

(INDIVIDUAL ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared William B. Robbins

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 30th day of June, 2014.

HOLLY A. DOMINGUEZ
Notary Public, State of Texas
My Commission Expires
July 29, 2015

Holly A. Dominguez

Notary Public for the State of Texas

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Inst No. 14-05899
DIANNE O. FLOREZ
COUNTY CLERK
2014 Jul 01 at 02:42 PM
REEVES COUNTY, TEXAS
By: VG ____________ DEPUTY

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File No. MF 116866
Lease

Date Filed: 8-21-14
Jerry E. Patterson, Commissioner
By aa

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

December 11, 2014

William Robbins
PO Box 2572
Midland, Texas 79702

Re: **State Lease MF 116866** RAL Lease dated June 1, 2014 recorded in V. 1087, P. 131, Reeves Co, covering 307.55 ac., Sec. 42, Blk. 58, PSL Survey, Ted Covington, agent for State of TX, Lessor

Dear Mr. Robbins:

The certified copy of the Relinquishment Act lease covering the above referenced tract has been approved and filed in our records under Mineral File numbers **MF-116866. Please refer to this lease number when making payments to the State and in all future correspondence concerning the lease. Failure to include the mineral file number may delay processing of any payments towards the lease.**

There are several contractual and statutory responsibilities for the Lessee which are material provisions of the lease as outlined in the agreement such as Section 10(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 be submitted to the General Land Office as well. Examples are W-1, Application to Drill; W-2, Oil Well Completion Report and Log; G-1, Gas Well Completion Report and Log; W-3, Plugging Report; 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.

Chapter 52 of the Texas Natural Resources Codes specifies that the surface owner's right to receive a portion of the revenues generated by the lease shall be in lieu of all damages to the soil. Therefore, any payments made for surface use or damages other than the authorized damages set out in the lease form must be shared equally with the state.

Your remittance of **$30,540.25** has been applied to the State's portion of the cash bonus. In addition we are in receipt of the processing and filing fees.

Sincerely yours,

Deborah A. Cantu

Deborah A. Cantu
Mineral Leasing, Energy Resources
(512) 305-8598
deborah.cantu@glo.texas.gov

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File No. MF116866

Final Ltr.

Date Filed: 12.11.14

Jerry E. Patterson, Commissioner

By aa

MFII 6866

NADOA Model Form Division Order (Adopted 9/95)

OIL AND GAS DIVISION ORDER

Property Number:	429006.001H.1	Date Prepared:	3/26/2015
Property Name:	BLOCK 58 STATE 42 1H ST	Effective Date:	Date of First Sales or Last Settlement
Operator:	COG OPERATING LLC		
County/State:	Reeves, TX		
Property Description:	SEC 42, BLK 58, PSLS, A-3155		

Keep This Copy For Your Records

Production: Oil __X__ Gas __X__ Other _____

Owner Name:	**TEXAS GENERAL LAND OFFICE**	**Owner Number:**	**001523**
Address:	**1700 N. CONGRESS AVENUE STE 935**	**Type of Interest:**	**RI**
	AUSTIN, TX 78701-1495		
Phone #:	**512-463-5001**	**Interest:**	**0.10235664**

The undersigned certifies the ownership of their decimal in production or proceeds as described above payable by (Payor).

COG OPERATING LLC

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned.

The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals $ 25.00, or pay annually, whichever occurs first, or as required by applicable state statutes.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature:	______________	Witness: ______________
Owner(s) Printed Name & Title	______________	______________
Owner(s) Tax ID/SS No.:	______________	
Owner(s) Daytime Telephone No:	______________	
Owner(s) FAX Telephone No.:	______________	

IMPORTANT: TO AVOID DELAY IN PAYMENT, YOUR SOCIAL SECURITY NUMBER OR TAX IDENTIFICATION NUMBER MUST BE SHOWN ABOVE. FEDERAL LAW REQUIRES YOU TO FURNISH YOUR SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER. FAILURE TO COMPLY WILL RESULT IN TAX WITHHOLDING IN ACCORDANCE WITH FEDERAL LAW, WHICH WILL NOT BE REFUNDABLE BY PAYOR.

DNB

CONCHO
One Concho Center
600 W. Illinois Avenue
Midland TX 79701

Danielle Bedingfield
Division Order Analyst

March 27, 2015

RE: Acquisition of Certain Properties from SWEPI, LP

Dear Interest Owner:

Effective with January 2015 production COG Operating LLC, as Operator, began operating certain properties formerly operated by SWEPI LP. You should have already received a letter from Shell advising you of the change of operator. Your revenue statement/check may vary in format but it will continue to provide detailed information related to production volume, price, deductions, etc.

If your interest was in pay status and you received a check from Shell (SWEPI LP), your interest will be placed in pay and you will continue to receive a check from COG. For the security of your interest, if your signed division order has not been returned within 60 days, your interest will be placed in suspense until direct contact has been made with you. COG also offers electronic funds transfer (EFT) for those owners that prefer to have their checks directly deposited into their bank account. Simply request a form to fill out and return it to Land Administration. COG issues payments when the accumulated balance in your account reaches $25.00.

Should you have any questions regarding this change, please free to contact me at (432) 221-0437 to leave a detailed message.

Sincerely,

Danielle Bedingfield

Danielle Bedingfield

Division Order Analyst

One Concho Center | 600 West Illinois Avenue | Midland, Texas 79701 | P 432 683 7443 | F 432 683 7441

5.

File No. MF 116866

Division Order

Date Filed: 9-6-17

Jerry E. Patterson, Commissioner

By VH

17-20867
FILED FOR RECORD
REEVES COUNTY, TEXAS
Dec 15, 2017 at 02:47:00 PM

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 LEASES

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 on the attached **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 7th day of December, 2017.

Lessee:

JETTA PERMIAN, LP
a Delaware limited partnership

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

Mark S. Nichols
By: Mark S. Nichols, Vice President – Land

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 7 day of December 2017, 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.

Jennifer H. Barney
Notary Public, State of Texas

(Seal)

NOTARY PUBLIC STATE OF TEXAS
JENNIFER H BARNEY
Notary ID # 129106126
My Commission Expires
August 29, 2020

True & Correct Copy of a Document on file at Reeves County Texas, Dianne O. Florez, County Clerk
Page 1 of 4

EXHIBIT A

Attached to and made a part of that certain Release of Oil and Gas Leases dated December 7, 2017, executed by Jetta Permian, LP.

Mineral File #	Lessor	Lessee	Lease Date	Volume	Page
MF116332-E	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JARED MCDONNELL, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	5/19/2014	1096	153
N/A	WIDER SKY, LP BY AND THROUGH ITS GENERAL PARTNER, KANSTIN, LLC	ELEVATION RESOURCES LLC	6/16/2014	1115	366
N/A	MADRONE CREEK CAPITAL, LP BY ITS GENERAL PARTNER, ROCKING HORSE RIDGE, LLC, BY ITS MEMBER, MARK BURCHARD	ELEVATION RESOURCES LLC	6/16/2014	1115	370
N/A	BOYS & BOOTS LAND AND CATTLE COMPANY, LLC, A TEXAS LIMITED LIABILITY COMPANY	ELEVATION RESOURCES LLC	6/16/2014	1115	374
MF116828-A	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, ROBERT R. VANCE, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	6/1/2014	1085	149
MF116828-B	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILLIAM M. VANCE AND WIFE, JANIE VANCE	WILLIAM B. ROBBINS	6/1/2014	1082	76
MF116830	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, DELA MINERALS, INC.	ELEVATION RESOURCES LLC	5/5/2014	1096	735
MF116831	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, DELA MINERALS, INC.	ELEVATION RESOURCES LLC	5/5/2014	1096	726
MF116832-C	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WELL FARGO BANK, N.A., AGENT OF THE ANDREW H. WALL AGENCY	WILLIAM B. ROBBINS	5/5/2014	1085	130
MF116832-D	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY B. HARWIT UNITRUST, WELLS FARGO, AS AGENT	WILLIAM B. ROBBINS	5/5/2014	1085	117
MF116832-E	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, HEATHER WALL MULLINS	WILLIAM B. ROBBINS	5/6/2014	1080	448
MF116863-A	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JANE COVINGTON DRAKE, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	6/1/2014	1087	122
MF116863-B	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CRAIG HENDERSON, AS INDEPENDENT EXECUTOR OF THE ESTATE OF ANN C. HENDERSON, DECEASED	WILLIAM B. ROBBINS	6/1/2014	1087	142
MF116863-C	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, ANDREA WALL OWENS	WILLIAM B. ROBBINS	5/1/2014	1080	431

MF116864	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SHAWN SHANNON	WILLIAM B. ROBBINS	5/5/2014	1080	390
MF116865	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WIGGINS PARTNERSHIP	WILLIAM B. ROBBINS	5/5/2014	1076	722
MF116866	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, TED COVINGTON, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	6/1/2014	1096	112
MF117080-A	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, R. VANCE SHEFFER, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	5/10/2014	1099	474
MF117080-B	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, GEORGE FINGER VANCE JR., AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	5/10/2014	1099	36
MF117080-C	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PEGGY F. MAUCH, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	5/10/2014	1099	521
MF117080-D	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, VANCE & VIRGINIA FERGUSON TRUST	WILLIAM B. ROBBINS	5/10/2014	1099	512
MF117080-E	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHNNIE RAE BROCK, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	5/10/2014	1099	503
MF117080-F	STATE OF TEXAS, ACTING BY AND THROUGH RICHARD BENNETT VANCE, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	5/10/2014	1108	207
MF117080-G	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLAYTON D. VANCE, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	5/10/2014	1099	454
MF117080-H	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CATHY GRANDER, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	5/10/2014	1099	465
MF117080-I	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MICHELLE JAMES, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	5/10/2014	1108	198
MF117080-J	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PATTI HAUGEN, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	5/1/2014	1108	216
MF117080-K	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JUDY PAPE, AS HER SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	6/10/2014	1135	674
MF117081	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CIRRUS MINERALS, LLC	WILLIAM B. ROBBINS	7/1/2014	1099	481
MF117123-A	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, STANLEY JOHNSON, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	8/1/2014	1111	481
MF117130-A	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, DESERT PARTNERS IV, L.P.	WILLIAM B. ROBBINS	8/1/2014	1105	157
N/A	PONDEROSA ROYALTY LLC	ELEVATION RESOURCES LLC	3/4/2014	1063	504
N/A	GUY F. STOVALL, JR., DEALING IN HIS SOLE AND SEPARATE PROPERTY	ELEVATION RESOURCES LLC	3/4/2014	1063	502
MF117130-B	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, LAMBERT LAND COMPANY, LLC	WILLIAM B. ROBBINS	8/1/2014	1105	164

MF117131-A	STATE OF TEXAS, ACTING BY AND THROUGH IT AGENT, GEORGE THOMAS KEY, II, AS HIS SOLE AND SEPARATE PROPERTY	WILLIAM B. ROBBINS	9/9/2014	1108	191
MF117132-A	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, DOROTHEA M. MCARTHUR, INDP. EXEC.OF THE ESTATE OF STEPHEN R. MCARTHUR, DEC'D	WILLIAM B. ROBBINS	9/9/2014	1111	474
MF117332-A	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MIDLAND AOG PARTNERS, LTD.	WILLIAM B. ROBBINS	6/4/2014	1096	178
MF117332-B	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WADE P. KOEHL	WILLIAM B. ROBBINS	6/4/2014	1096	169
MF117333	COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS AND DALTEX MUNN ASSOCIATES	ELEVATION RESOURCES LLC	7/9/2014	1096	121
MF117389	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, RANDY CAMP, INDEPENDENT EXECUTOR OF THE ESTATE OF NELLIE MAY GOHLKE, DECEASED	WILLIAM B. ROBBINS	6/1/2014	1096 Corr - 1152	162 Corr - 411
MF117721	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JIM TOM, INC.	WILLIAM B. ROBBINS	10/2/2014	1159	301

6.

File No. 116866

County

Release

Date Filed: 01/02/18

George P. Bush, Commissioner

By

TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 15, 2018 CERTIFIED MAIL: 7011 1150 0001 2420 5769

Ms. Sheli Armstrong
Regulatory Analyst
Cimarex Energy Co.
202 S. Cheyenne Ave., Suite 1000
Tulsa, OK 74103

RE: Application to Surface Commingle Oil and Gas Production from State Mineral Leases MF116886 and MF063421 (Fields 33-27, Graham 19 Unit, KHC 33-26) in Conjunction with Railroad Commission of Texas Commingling Permit 08-6852 in Ward County, Texas

Dear Ms. Armstrong

The Texas General Land Office (GLO) received your application, dated June 21, 2018 as revised on July 19, 2018 and August 15, 2018, to surface commingle oil and gas production from and to utilize gas lift with recycled gas on the above State Mineral Leases. GLO staff have performed an administrative and technical review of your application.

On the condition that Applicant Company Name first satisfies all of the requirements set out in #1 - #12 on p.1 - 3 of this letter, then, in that event, the application is approved.

1. Per 31 Texas Administrative Code (TAC) §9.35(a)(2), all fluids produced from the wells to be commingled must flow "through oil and gas separators of ample capacity and in good working order...before sale or surface commingling with production from any other lease and/or pooled unit". All production shall be measured by single-phase oil, gas, and water meters installed at the separator outlets prior to sale or surface commingling.

1700 North Congress Avenue, Austin, Texas 78701-1495
P.O. Box 12873, Austin, Texas 78711-2873
512-463-5001 glo.texas.gov

2. Per 31 TAC §9.35(a)(2), you are required to conduct all measurement "in accordance with the American Gas Association (AGA) standards and all applicable chapters of the American Petroleum Institute (API) Manual of Petroleum Measurement Standards (MPMS)". Measurement shall be conducted, per those standards, for both the quantity and quality of all fluid streams.

3. Sampling frequency shall be equal to or greater than the recommendation in MPMS 20.1 §1.11.3, as required for accurate allocation. Samples shall be taken at the outlets of each first separator stage, at each gas lift supply and distribution meter, and at all points of custody transfer. Industry standard laboratory analysis shall be performed on each sample, with sampling and analysis performed in compliance with MPMS 8.1, 8.2, 9.1, 14.1 and any other applicable chapters.

4. Meter proving, testing and calibration plans as required per MPMS 20.2 §5, §6.5.1, §7.5.1 and §7.5.3 shall be made available to GLO staff for inspection upon request.

5. All lease oil and gas production royalties shall be due based upon the terms in your lease, and royalty payments shall be made per 31 TAC §9.51. Note that royalty is also due on all non-sales hydrocarbon dispositions (e.g. flare, fuel, instrument, lift, and vent gas).

6. Processed gas allocation factors shall be calculated on a mass (molecular) balance basis, i.e. each processed gas component shall be allocated individually in accordance with the requirements in MPMS 20.1 §1.15.3. Non-processed gas allocation factors shall be calculated on an energy balance basis.

7. You shall retain, for lease audit purposes, all meter and test records, volume statements/reports, oil and gas sample/stream analysis reports, shrinkage/flash calculation reports, and any other documents within the scope of this commingling approval for a period of at least seven (7) years after creation of each document.

8. You shall obtain permission from GLO before making any changes to the flow process or metering scheme, adding leases or wells to the list of those being commingled, or making any other material change to the commingling application as approved by this letter.

9. You shall obtain approval of your pending surface commingling permit application from the Railroad Commission of Texas, if applicable, and provide GLO with a copy within ten days of its approval.

10. You shall calculate all allocation factors on a proportional basis. You shall not allocate by difference.

11. You shall continuously meter the gas lift supply to each well and the gas that passes through any other gas lift supply and distribution meter.

12. You shall account for the presence of any lift and/or buyback gas that is produced along with in situ reservoir gas at the allocation meters when calculating gas allocation factors: this accounting shall be by mass balance (processed gas) and by energy balance (non-processed gas) as appropriate (see also Condition 6).

Please be advised that you have an ongoing obligation to maintain compliance with these standards and conditions. GLO staff will verify compliance during periodic financial audits, which will include, but are not limited to, independent allocation verification studies. GLO reserves the right to validate or question your measurement and detailed allocation methodology based on our own analysis.

If you have further questions, please feel free to contact me at tom.ortiz@glo.texas.gov or 512-463-5296.

Sincerely

Thomas M. Ortiz

Thomas Manuel Ortiz, Ph.D., P.E.
Petroleum Engineer

TMO/tmo

cc: Dale Sump, Director of Minerals Audit

7

File No. MF116866

Reeves County

Commingling Approval

Date Filed: 8/15/2018

George P. Bush, Commissioner

By [signature]