

The State of Texas



Austin, Texas

ORIGINAL

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General Land Office
Relinquishment Act Lease
Form Revised 7/16 - 02

OIL AND GAS LEASE NO.

THIS OIL AND GAS LEASE is made and entered into to be effective **August 13, 2018** (the "effective date"), by and between the State of Texas, acting by and through its agent, **Pierce Mineral, LLLP**

whose address is: **2805 West 15th Avenue, Amarillo, Texas 79102**

said agent herein referred to as the owner of the soil (whether one or more) ("owner of the soil"), and **Wheat Energy Partners, LLC** ("Lessee"),

whose address is: **3811 Turtle Creek Blvd., Suite 800, Dallas, Texas 75219**

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1. GRANTING CLAUSE; RESERVATION; BONUS. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants contained herein, the State of Texas, acting by and through the owner of the soil, hereby demises, grants, leases and lets unto Lessee the non-exclusive right to explore for, and the exclusive right to produce and take, Oil and/or Gas from the Leased Premises (defined below) on the terms and conditions set out in this lease. Lessee's right hereunder to explore for Oil and Gas from the Leased Premises is non-exclusive. The Texas General Land Office (the "GLO") expressly retains and reserves the concurrent right to grant third parties (i) seismic, geophysical and geological permits, and to enter into other agreements with third parties, which permits or agreements shall 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 which seismic, geophysical, or geological surveys shall not unreasonably interfere with Lessee's drilling or production activities on the Premises, and (ii) ingress and egress and use of the Leased Premises by the GLO and its lessees and permittees to explore for and produce minerals that are not covered, or that might not be covered in the future, under the terms of this lease, but that might be located within the surface boundaries of the Leased Premises. All of the rights in and to the Leased Premises retained by the GLO 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. This lease is made and entered into subject to any existing rights of way, easements, geophysical or geochemical exploration permits.

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The bonus consideration paid for this lease is as follows:

To the State of Texas: Two Hundred Twenty Thousand
Dollars (\$ 220,000.00)

To the owner of the soil: Two Hundred Twenty Thousand
Dollars (\$ 220,000.00)

Total bonus consideration: Four Hundred Forty Thousand
Dollars (\$ 440,000.00)

The total bonus consideration paid represents a bonus of Five Thousand and Five hundred Dollars (\$ 5,500.00) per acre, on 80.00 net acres.

2. TERM. This lease shall be for a term of three (3) years commencing on the effective date (the "primary term"), and as long thereafter as Oil or Gas is produced in paying quantities from the following "Leased Premises" (herein so called), to-wit:

Part/Section: **All of Section 42, Block 57, T2, T&P RR. Co. Survey, save and except those depths from the surface to the stratigraphic equivalent of 100 feet below the deepest depth drilled by the State James 57-T2-42 1H well (API #42-389-34663), which was drilled to a depth of 9,738 feet**

Block: **57 T2**

Abstract: **2209**

Grantee: L.B. Hays
Acres: 640.00
County: Reeves



3. **DELAY RENTALS.** If no well is commenced on the Leased Premises on or before one (1) year from the effective date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay to the owner of the soil or to his credit in the N/A Bank, at N/A 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 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- Paid Up Lease Dollars (\$N/A)
To the State of Texas: N/A- Paid Up Lease Dollars (\$N/A)
Total Delay Rental: N/A- Paid Up Lease Dollars (\$N/A)

In a like manner and upon like payments annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments of rental to the owner of the soil may be made by check 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 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.

4. **ROYALTY:** All capitalized terms used in this lease that are not defined in this lease shall have the meanings given them in Title 31, Part 1, Chapter 9 of the Texas Administrative Code (the "Rules"). Upon production of Oil, Gas, and/or other products from the Leased Premises, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the GLO, for the use and benefit of the State of Texas, and one-half (1/2) of such royalty to the owner of the soil, each of the following royalties as applicable to the substances actually produced from the Leased Premises and/or subsequent processing:

- (a) **OIL:** As a royalty on Oil, a monetary royalty of twenty-five percent (25%) of the value of the Gross Production, unless the Commissioner of the General Land Office of the State of Texas (the "Commissioner") or the owner of the soil, at the option of either, elects to receive its royalty in kind pursuant to section 4(I). The value of the Gross Production shall be calculated at the point the Oil is Ready for Sale and Use and without deduction for expenses, as described in section 4(k), and determined by the greatest of: (i) the highest posted price, plus premium, if any, paid or offered for Oil of a like type and gravity in the general area where produced and when run, (ii) the highest market price thereof paid or offered in the general area where produced and when run, or (iii) the gross proceeds of the sale thereof.
- (b) **NON-PROCESSED GAS:** As a royalty on any Non-Processed Gas, a monetary royalty of twenty-five percent (25%) of the value of the Gross Production, unless the Commissioner or the owner of the soil, at the option of either, elects to receive its royalty in kind pursuant to section 4(I). The value of the Gross Production shall be calculated (i) at the point at which the Non-Processed Gas is Ready for Sale and Use and without deduction for expenses, as described in section 4(k), (ii) on a Dry Gas basis as to both volume and energy content (as described in the section 30 definitions below), and (iii) based on the higher of:

(A) the highest market price paid or offered for Gas of comparable quality in the general area where produced and when run; or

(B) the gross price paid or offered to the Lessee; provided that the maximum pressure base in measuring the Gas under this lease contract shall equal 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 a test made by chromatographic analysis or the Balance Method.

Provided, however, that if Non-Processed Gas is sold to a parent, subsidiary or affiliate of Lessee, then the royalty due hereunder shall be based on the value of the Gas as either Non-Processed Gas or Processed Gas, as the case may be, in the first sale to a third party in an agreement negotiated at arms' length.

- (c) **PROCESSED GAS:** As a royalty on any Processed Gas, Lessee agrees to pay a monetary royalty of twenty-five percent (25%) of the value of the Residue Gas and the NGLs extracted, unless the Commissioner or the owner of the soil, at the option of either, elects to receive its royalty in kind pursuant to section 4(I). The value of the Gross Production shall be calculated at the point the Residue Gas and/or the NGLs, respectively, are Ready for Sale and Use. All royalties due herein shall be on 100% of the volume of the Gas produced from the Leased Premises (calculated on a Dry Gas basis as to both volume and energy content, as described in the section 30 definitions below) as measured or attributed at the inlet of the Processing Plant. The royalty due from Lessee hereunder shall be based on the greater value of:

(1) the sum of the values of (A) 100% of the Residue Gas MMBtus attributable to the Gas determined at the plant recovery efficiency applicable to each NGL component, plus (B) the net value of the NGLs after deduction of all applicable Gas processing fees and/or the value of the NGLs at the applicable liquids percent of proceeds accruing to the Processing Plant; or

(2) the sum of the values of (A) 100% of the available Residue Gas MMBtus attributable to the Gas, plus (B) the value of the NGLs at the applicable minimum liquids POP%, established herein in section 4(d), without deduction or reduction in the value of the NGLs by a percent of proceeds or any other fees or adjustments of any type, form, or character; or

(3) the "keep whole" value of the Gas as described in section 4(f).

For purposes of calculating the royalty due hereunder, the respective values of the Residue Gas and the NGLs shall be based on the greater of:

(1) the highest market price paid or offered in the general area for (A) any Pipeline-Quality Residue Gas, and (B) NGLs, as either Raw Mix or merchantable and marketable commercial grades and/or blends of each of the individual components, after fractionation, of comparable quality in the general area, or

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Gas sales contract typical for the field or area for use by an industrial, commercial, and/or residential user.

- iv. **For Natural Gas Liquids:** (A) merchantable and marketable Raw Mix at the point sold as such to a third party at arms' length, or (B) merchantable and marketable Natural Gas Liquids at the tailgate of a Processing Plant after fractionation that are suitable for transfer of ownership that will be interchangeable with and accepted by a purchaser for sale or use by an industrial and/or commercial user.
 - v. **For Other Products:** Products that are in a condition that will be accepted by a purchaser under a sales contract typical for the field or area for use by an industrial or commercial user.
- q. **"Residue Gas"** means (i) the material that remains after a separation, treatment, or Gas conditioning process, and (ii) that Gas remaining after the recovery of Natural Gas Liquids to produce a Pipeline-Quality Natural Gas. If the Gas is processed to remove liquefiable hydrocarbons in a series of Processing Plants, then the Residue Gas is that Gas remaining after the recovery of Natural Gas Liquids to produce a Pipeline-Quality Natural Gas at the last Processing Plant in the series.
 - r. **"Stock Tank Barrel"** means the volume of liquid hydrocarbons that is equivalent to the volume of forty-two (42) U.S. gallons at atmospheric pressure and 60 °F.
 - s. **"Stock Tank Conditions"** means a stock tank meeting all applicable API specifications and requirements at atmospheric pressure and 60°F.

31. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the Leased Premises 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 are invalid.


32. 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.

33. 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 lease, 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 lease 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 lease, 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.**

34. 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 LEASE.**

35. EXECUTION: This lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the GLO.

36. 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 GLO. This lease is not effective until a certified copy of this lease (that is made and certified by the County Clerk from his records) is filed in the GLO in accordance with Texas Natural Resources Code Sec. 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 GLO and the prescribed filing fee shall accompany the certified copies sent to the GLO.

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LESSEE Wheat Energy Partners, LLC

BY: Travis L. Wheat
TITLE: President
DATE: 10/1/18


OWNER OF THE SOIL Pierce Mineral, LLLP
Individually and as agent for the State of Texas

BY: James B. Marcum
TITLE: Vice-President of BWP Properties Company, LLC
General Partner of Pierce Mineral, LLLP
DATE:

OWNER OF THE SOIL
Individually and as agent for the State of Texas

BY:
TITLE:
DATE:

OWNER OF THE SOIL
Individually and as agent for the State of Texas

BY:
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OWNER OF THE SOIL
Individually and as agent for the State of Texas

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STATE OF TEXAS
COUNTY OF DALLAS

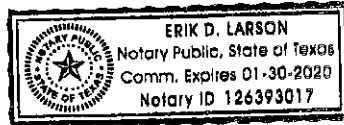
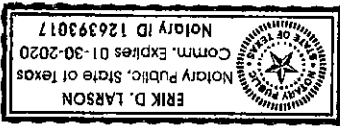
(CORPORATION ACKNOWLEDGMENT)

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

Given under my hand and seal of office this the 1st day of October, 2018

Erik D. Larson

Notary Public in and for State of TEXAS



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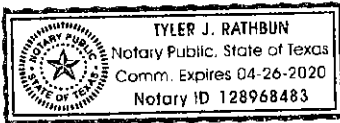
STATE OF TEXAS
COUNTY OF POTTER

(CORPORATION ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared James B. Marcum
known to me to be the person whose name is subscribed to the foregoing instruments as Vice President
of BWP Properties Company, LLC, general partner 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 01 day of OCTOBER, 2018

Tyler J. Rathbun
Notary Public in and for _____



Inst No. 18-19101
DIANNE O. FLOREZ
COUNTY CLERK
2018 Nov 15 at 10:29 AM
REEVES COUNTY, TEXAS

By: TG *J. Inae*, DEPUTY



8117 Preston Rd. #300
Dallas, Texas 75225
(214) 706-9230
(214) 706-9000 - *fax*
www.wheatresourcesllc.com

August 20, 2018

VIA EMAIL

Pierce Mineral, LLLP
2805 West 15th Ave.
Amarillo, TX 79102

RE: Letter Agreement of Acquisition of Oil and Gas Lease

Dear Mr. Rathbun,

Wheat Resources, LLC, ("WR") and its affiliates, is interested in leasing your interest in Reeves County, Texas. Accordingly, WR hereby makes the following proposal:

Letter Agreement

Lessor(s): Pierce Mineral, LLLP ("PM")
Lessee: Wheat Resources, LLC, and/or its affiliates
Lands: 640.00 acres of land, more or less, being Section 42, Block 57, T2, T&P Survey, Reeves County, Texas, limited to the depths of 9,820 feet and below.
Consideration: \$5,500 per net mineral acre
Closing: Closing within thirty (30) days of date of signing of this Letter Agreement ("Agreement"). Subject to a mutually agreeable lease form, availability of leasehold rights from depths of 9,820 feet and below, and approval of title to WR's sole satisfaction. Contingent upon WR obtaining a commitment to lease to WR of no less than 160 net acres total in Lands.

This Agreement does not become effective until executed by both Lessor and Lessee. By executing this Agreement, Lessor hereby agrees to lease the above described Lands to Lessee for the Consideration described above, and Lessee hereby agrees to pay the above Consideration subject to the Closing terms above. This Agreement will be deemed voidable by Lessor if Lessee fails to pay Consideration for the lease by the Closing terms described above unless an extension is agreed upon by Lessor.

This Agreement will be governed and interpreted under the laws of the State of Texas, regardless of any conflict-of-law rules.

The individual executing this Agreement for Lessor(s) warrants and represents that he or she has the authority to bind Lessor(s) to this Agreement. Likewise, the individual executing this Agreement on behalf of WR warrants and represents that he has the authority to bind WR to this Agreement.

Upon execution of this letter agreement WR will make an immediate, nonrefundable down payment to PM. This down payment will be equal to 10% of the total consideration.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Any signature to this Agreement delivered by facsimile or scanned and sent via email shall be deemed an original for all purposes.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their respective, fully authorized representatives as of the Effective Date.

Pierce Mineral, LLLP

By: Tom Ramm

Title: Landman

Date: 8/27/2018



Wheat Resources, LLC

By: Devin Speir

Title: VP/RO

Date: 8.29.18

PIERCE MINEAL, LLLP

August 21, 2018

Wheat Resources, LLC
201 E. Pearl St, B205
Granbury, TX 76048

Re: Pierce Mineral, LLLP
Section 42, Block 57, T2
Reeves County, TX

Mr. Vinson:

Pierce Mineral, LLLP ("PIERCE") has excepted your lease bonus offer for the deep rights in Section 42, Block 57, T2, Reeves County, Texas.

Pierce would like to receive 75% of the total bonus money due and 25% paid to Duro Assets, LLC. Please see attached W-9's for each company, if you have any questions or need anything else please let me know.

Very Respectfully,



Tyler Rathbun, RPL
Landman

On Mon, Aug 20, 2018 at 8:01 AM, Tyler Rathbun <trathbun@riopetro.com> wrote:

Good Morning Michael,

I spoke with Devin on Thursday, good to know he is working with you all. He has done a few little thing for me in the past.

I have looked over everything and I think we are good to go with your offer, can you email me the lease? I can get it signed and back to you today.

As for the bonus, is there a way we can do a 75%-25% split between Pierce and another company. I have a letter agreement that we have used in the past for this. Pretty much just says that Pierce understands the total amount of the bonus (in this case it will be on the lease) and is allowing company A to have 25% of it.

Let me know what you think and I will send it to you, or if you have a better way.

Thanks,

Tyler Rathbun, RPL

Landman

(806) 356-8033, Ext 213 (office)

(806) 358-8231 (fax)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements



05-102
(Rev. 9-11/30)

Code 13196 Franchise

■ Taxpayer number

■ Report year

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at (800) 252-1381 or (512) 463-4600.

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Taxpayer name DURO ASSETS, LLC				Secretary of State (SOS) file number or Comptroller file number 0801687591			
Mailing address 2210 S MILAM ST							
City AMARILLO		State TX		ZIP Code 79109		Plus 4	

● Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office AMARILLO, TX
Principal place of business AMARILLO, TX

Please sign below!

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.



SECTION A Name, title and mailing address of each officer, director or manager.

3204953317018

Name TYLER J RATHBUN	Title MANAGING M	Director <input type="radio"/> YES	Term expiration m m d d y y [][][][][][]
Mailing address 705 S TYLER ST UNIT 6	City AMARILLO	State TX	ZIP Code 79101
Name ERIC RATHBUN	Title DIRECTOR	Director <input checked="" type="radio"/> YES	Term expiration m m d d y y [][][][][][]
Mailing address 705 S TYLER ST UNIT 6	City AMARILLO	State TX	ZIP Code 79101
Name ERIC RATHBUN	Title MEMBER	Director <input type="radio"/> YES	Term expiration m m d d y y [][][][][][]
Mailing address 705 S TYLER ST UNIT 6	City AMARILLO	State TX	ZIP Code 79101

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
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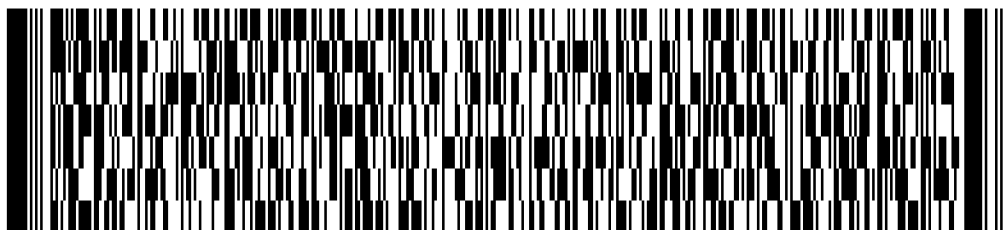
Registered agent and registered office currently on file. (see instructions if you need to make changes) Agent: TYLER RATHBUN	<input type="radio"/> Blacken circle if you need forms to change the registered agent or registered office information.
Office: 2210 S. MILAM ST.	City AMARILLO State TX ZIP Code 79109

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here julian berry	Title Electronic	Date 11-15-2018	Area code and phone number (806) 372 - 5528
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Texas Comptroller Official Use Only



VE/DE	<input type="radio"/>	PIR IND	<input type="radio"/>
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05-102
(Rev.9-11/30)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

■ **Tcode** 13196 Franchise

■ Taxpayer number

■ Report year

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at (800) 252-1381 or (512) 463-4600.

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Taxpayer name DURO ASSETS, LLC				Secretary of State (SOS) file number or Comptroller file number 0801687591	
Mailing address 2210 S MILAM ST					
City AMARILLO		State TX	ZIP Code 79109	Plus 4	

● Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office AMARILLO, TX
Principal place of business AMARILLO, TX

Please sign below!

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.



3204953317018

SECTION A Name, title and mailing address of each officer, director or manager.

Name TYLER J RATHBUN		Title DIRECTOR		Director <input checked="" type="radio"/> YES		Term expiration m m d d y y	
Mailing address 705 S TYLER ST UNIT 6		City AMARILLO		State TX		ZIP Code 79101	
Name		Title		Director <input type="radio"/> YES		Term expiration	
Mailing address		City		State		ZIP Code	
Name		Title		Director <input type="radio"/> YES		Term expiration	
Mailing address		City		State		ZIP Code	

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
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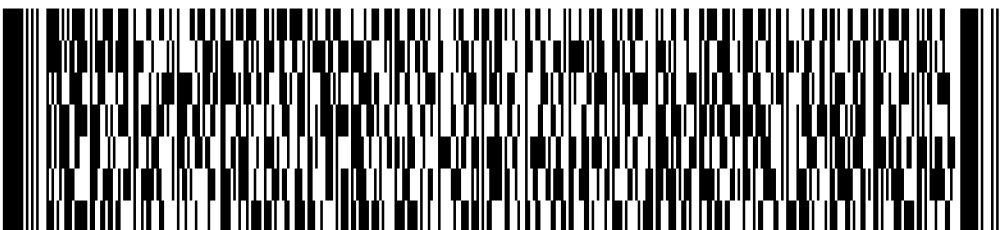
Registered agent and registered office currently on file. (see instructions if you need to make changes)				● Blacken circle if you need forms to change the registered agent or registered office information.			
Agent: TYLER RATHBUN				<input type="radio"/>			
Office: 2210 S. MILAM ST.		City AMARILLO		State TX		ZIP Code 79109	

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here julian berry	Title Electronic	Date 11-15-2018	Area code and phone number (806) 372 - 5528
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Texas Comptroller Official Use Only



VE/DE	<input type="radio"/>	PIR IND	<input type="radio"/>
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CERTIFICATE OF FORMATION

OF

**DURO ASSETS, LLC
(A Limited Liability Company)**

FILED
In the Office of the
Secretary of State of Texas

NOV 20 2012

Corporations Section

ARTICLE ONE

The name of the filing entity being formed is Duro Assets, LLC (the "Company")

ARTICLE TWO

The filing entity being formed is a limited liability company

ARTICLE THREE

The purpose for which the Company is formed is any lawful purpose for which a limited liability company may be formed under the Texas Business Organizations Code

ARTICLE FOUR

The street address of the Company's initial Registered Office, and the name of its initial Registered Agent at that office, are as follows

Tyler Rathbun
705 South Tyler, Unit 6
Amarillo, Texas 79101

ARTICLE FIVE

The Company will have one or more Managers. The name and address of the initial Manager is:

Tyler Rathbun
705 South Tyler, Unit 6
Amarillo, Texas 79101

ARTICLE SIX

The undersigned Organizer hereby disclaims any past or future interests in or control of Duro Assets, LLC and resigns as the Organizer effective upon the formation of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand this twentieth day of November, 2012.



Sharon M. Leal, Organizer
408 W 17th Street, Suite 101
Austin, Texas 78701-1207
(512) 474-2002

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Pierce Mineral, LLLP		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input checked="" type="checkbox"/> Other (see instructions) ▶ Limited Liability Partnership		
	5 Address (number, street, and apt. or suite no.) See instructions. 2805 W. 15th Ave.		Requester's name and address (optional)
	6 City, state, and ZIP code Amarillo, TX 79102		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	6		0	7	0	2	4	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 08/21/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Duro Assets, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 2805 W. 15th Ave.</p> <p>6 City, state, and ZIP code Amarillo, TX 79102</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	6		-	1	4	3	1	5	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 8/21/2018
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General Instructions

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- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. WHEAT ENERGY PARTNERS LLC 3811 TURTLE CREEK BLVD, SUITE 800 DALLAS TX 75219 US Phone: (214) 505-4378		1 Rents \$ 165000.00	OMB No. 1545-0115 2018	Miscellaneous Income
		2 Royalties \$ 0.00	Form 1099-MISC	
		3 Other income \$ 0.00	4 Federal income tax withheld \$ 0.00	Copy B For Recipient
PAYER'S TIN 82-4823342	RECIPIENT'S TIN XX-XXX2469	5 Fishing boat proceeds \$ 0.00	6 Medical and health care payments \$ 0.00	
RECIPIENT'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code Pierce Mineral Llp 2805 W. 15th Ave Amarillo TX 79102 US		7 Nonemployee compensation \$ 0.00	8 Substitute payments in lieu of dividends or interest \$ 0.00	This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$ 0.00	
		11	12	
Account number (see instructions) M4ETO1LPQ7ED	FATCA filing requirement <input type="checkbox"/>	13 Excess golden parachute payments \$ 0.00	14 Gross proceeds paid to an attorney \$ 0.00	
15a Section 409A deferrals \$ 0.00	15b Section 409A income \$ 0.00	16 State tax withheld \$ 0.00	17 State/Payer's state no. \$	18 State income \$ 0.00

Form **1099-MISC** (keep for your records) www.irs.gov/Form1099MISC Department of the Treasury - Internal Revenue Service

CORRECTED (if checked)

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		2 Royalties \$ 0.00	Form 1099-MISC	
		3 Other income \$ 0.00	4 Federal income tax withheld \$ 0.00	Copy 2 To be filed with recipient's state income tax return, when required.
PAYER'S TIN 82-4823342	RECIPIENT'S TIN XX-XXX2469	5 Fishing boat proceeds \$ 0.00	6 Medical and health care payments \$ 0.00	
RECIPIENT'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code Pierce Mineral Llp 2805 W. 15th Ave Amarillo TX 79102 US		7 Nonemployee compensation \$ 0.00	8 Substitute payments in lieu of dividends or interest \$ 0.00	
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$ 0.00	
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Account number (see instructions) M4ETO1LPQ7ED	FATCA filing requirement <input type="checkbox"/>	13 Excess golden parachute payments \$ 0.00	14 Gross proceeds paid to an attorney \$ 0.00	
15a Section 409A deferrals \$ 0.00	15b Section 409A income \$ 0.00	16 State tax withheld \$ 0.00	17 State/Payer's state no. \$	18 State income \$ 0.00

Form **1099-MISC** www.irs.gov/Form1099MISC Department of the Treasury - Internal Revenue Service