

INVESTOR PROTECTION DIRECTOR
FOR THE STATE OF DELAWARE
JAN 07 2015

BEFORE THE INVESTOR PROTECTION DIRECTOR
OF THE STATE OF DELAWARE

In the Matter of:)
)
LELAND ENERGY, INC. and) Case No. 12-5-3
STEPHEN THOMPSON,)
)
Respondents.)

STIPULATION AND CONSENT ORDER

WHEREAS, the State of Delaware Department of Justice Investor Protection Unit (“IPU”) received a complaint relating to the offer and sale of limited liability partnership interests in the Cumberland Revenue Drilling Fund, LLP (“CRDF” or “the partnership”) to , a resident of the State of Delaware; and

WHEREAS, the IPU initiated an investigation in order to determine whether or not the offer and sale of securities of LeLand Energy, Inc. (“Leland”) by Stephen Thompson (“Thompson,” together with Leland, “Respondents”) to violated the registration provisions of the Delaware Securities Act, 6 Del. C. § 73-101, et seq. (the “Act”). On or about May 27, 2014 the IPU issued a subpoena to Leland requiring the production of documents and records relating to investment in CRDF; and

WHEREAS, Leland has cooperated with the IPU’s investigation by producing information and documents relating to the offer and sale of the partnership interests to ; and

WHEREAS, Leland has entered into a settlement agreement with (the ‘ agreement’) that requires Leland to make monthly payments to him totaling \$12,002.23 representing the amount of his investment in CRDF less any distributions previously paid to him; and

WHEREAS, the IPU and Respondents are desirous of resolving this matter without the expense and delay further proceedings may involve, and

WHEREAS, Respondents agree to be further bound to the terms of the agreement by the entry of this Order; and

WHEREAS, solely for the purposes of this proceeding and without admitting or denying the allegations by in the complaint, Respondents hereby consent to the entry of findings that it failed to satisfy Delaware's registration requirements in connection with the offer and sale of the partnership units to contrary to the requirements of 6 *Del. C.* § 73-202; and

WHEREAS, Respondents, for the purpose of settlement and in lieu of any proceeding or action relating to the IPU's investigations of matters relating to the complaint of hereby agrees to the following terms and conditions:

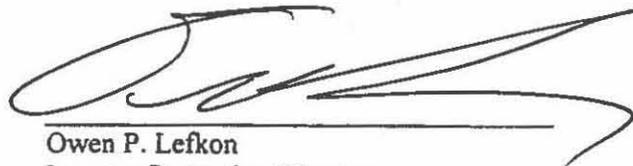
1. Respondents shall make restitution payments to and otherwise comply with the provisions of the agreement dated July 16, 2014. Respondents' failure to make the payments as required by the settlement agreement shall constitute a violation of this Order.
 2. Respondents agree to cease and desist from all violations of the Delaware Securities Act.
 3. Respondents agree to refrain from the offer and sale of any securities in the State of Delaware including but not limited to limited liability partnership units or any other security as defined by 6 *Del. C.* § 73-103(20).
 4. Respondents agree that any breach of the terms of this Stipulation/Order shall be deemed a material breach of the entire agreement.
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5. Respondents understand that this Stipulation/Order is being executed solely for the purpose of resolving and settling the IPU's investigation relating to the complaint of . This agreement shall not limited the IPU's ability to take action or investigate matters unrelated to offer and sale of units of CRDF to .

NOW THEREFORE, the Investor Protection Director has determined that it is in the public interest to accept the above settlement. Accordingly, it is hereby Ordered that:

1. Respondents shall cease and desist all violations of Delaware Securities Act.
2. Respondents shall refrain from the offer and sale of any securities in the State of Delaware as set forth in paragraph 3 above.
3. Respondents shall pay restitution to W in accordance with the terms and conditions set forth in the agreement.
4. Respondents shall comply with all terms and conditions of this Order.

IT IS HEREBY ORDERED on this 7th day of January, 2014.



Owen P. Lefkon
Investor Protection Director

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Confidential Settlement Agreement and Mutual General Release (the "Release") is entered into this 16 day of July, 2014 between Leland Energy, Inc. a Nevada Corporation located at 2360 Corporate Circle, Suite 400, Henderson, Nevada 89074 ("Leland") and Redacted individual ("Partner") with respect to the Cumberland Revenue Drilling Fund, LLP ("the fund"):

- A. On February 19th, 2010 Partner acquired an \$11,000 partnership interest in the fund (0.20 unit(s)).
- B. On May 19th, 2010 Partner acquired an additional \$2,750 partnership interest in the fund (0.05 unit(s)).
- C. Leland has agreed to return the full amount of the partnership interest (\$13,750) in the fund less partnership distributions received of (\$1,747.77) according to the terms below:
 - Leland will return the \$13,750 (partnership interest) less partnership distributions received of (\$1,747.77) for a total of \$12,002.23 to the Partner
 - Partner agrees to a thirty-five (35) month payment plan with payments in the amount of \$350.00 per month sent out within the first five (5) days of each month; commencing on September 1st, 2014; Balance paid in full on or before July 31, 2017.
 - Leland agrees that any unpaid balance that is NOT paid before July 31, 2017 will be subject to a monthly late fee of 7.0%.
 - Leland also agrees that the 7.0% late fee will apply to the 35 payments as well if any are over 30 days past due.
 - Partner understands that once he signs this agreement, his full partnership interest in the fund will be terminated as well as all future revenues resulting from partnership activity; enforceable after all outstanding balances and payment(s) are made in full on or before July 31, 2017.
 - Partner agrees to retract or express satisfaction on any and all blogs/websites they have posted on or in the past; enforceable after all outstanding balances and payment(s) are made in full on or before July 31, 2017.
 - Partner understands that this agreement is confidential and agrees to non-disclosure of the details of this agreement in any form.

- Terms and conditions of this agreement become fully enforceable on the date where final and full payment has been received and cleared. If any outstanding balance exists after July 31, 2017 this contract becomes void and unenforceable, provided however that paragraphs 10 & 18 of this agreement are effective when it is signed subject to payment in full as provided herein.

NOW THEREFORE in consideration for the agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Partner and Leland agree as follows:

1. Leland, for itself and its members, partners, officers, executors, administrators, successors, affiliates, employees, agents, attorneys and assigns, hereby releases Partner, his spouse, children, partners, officers, executors, administrators, successors, affiliates, employees, agents, attorneys and assigns from any and all liability arising out of or under any and all agreements, understandings or dealings with any of them, whether in tort, contract or otherwise.

2. Partner for himself and his spouse, children, partners, officers, executors, administrators, successors, affiliates, employees, agents, attorneys and assigns, hereby releases Leland, its members, partners, officers, executors, administrators, successors, affiliates, employees, agents, attorneys and assigns, from any and all claims, causes of action, liabilities, costs or expenses arising out of or under any and all agreements, understandings or dealings with any of them, whether in tort, contract or otherwise.

3. Each of the parties hereto acknowledges that he or it has read Section 1542 of the California Civil Code set out below which states as follows:

“A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected his settlement with the debtor.”

Each of the parties hereto hereby waives application of Section 1542 of the California Civil Code.

4. Partner and Leland each warrant and represent to the other that they have made full disclosure with respect to any and all matters and material facts which would reasonably influence a party to enter into this Release.

5. Each party to this Release agrees to indemnify and hold harmless the other party to this Release from and against any and all liability, damages and expenses, (including without limitation counsel fees, disbursements and out-of-pocket expenses) arising out of or in connection with any and all proceedings of a civil, judicial or administrative nature resulting from any breach of this Release or any of the provisions thereof.

6. Each of the parties to this Release represents and warrants that such party has been advised to seek the advice of counsel prior to executing this Release, that such party has obtained such legal advice as it has deemed advisable and that such party is fully cognizant with respect to the releases, rights and obligations they have given or received under this Release. If, however, the partner avoids seeking legal advice, he waives rights as per above.

7. Each of the parties to this Release warrants and represents that it will maintain the confidentiality of this Release and that this Release does not constitute an admission by any party of any matter described herein or related to the subject matter referred to herein. Nothing in this Release or any related document shall be construed or be admissible in any proceeding as evidence of liability of wrong doing or otherwise by any of the parties hereto or by any other persons or entities. The parties hereto agree that this Release is a result of a compromise within the provisions of the California Evidence Code 1152 and 1154 and the provisions of any similar statute of any other jurisdiction.

8. This Release may be executed in two or more counterparts each of which will be an original and all of which shall constitute an entire document.

9. This Release sets forth the entire understanding of the parties in connection with the subject matter hereof. None of the parties has made any statement, representation or warranty in connection herewith which has been relied upon by any other party hereto or which has been an inducement for any party to enter into this Release, except as expressly set forth herein. It is expressly understood and agreed that this Release may not be altered, amended or otherwise changed in any respect whatsoever, except by a writing duly executed by authorized representatives of the parties hereto. The parties agree that they will make no claim at any time that this Release has been altered or modified or otherwise changed by oral communication of any kind or character.

10. The parties hereto agree that they will make no derogatory or disparaging statements, either oral or in writing, regarding their business dealings with the other parties hereto or with respect to any of the matters arising out of or under this Release.

11. Each party executing this Release or joining in it hereby covenants, represents and warrants that such party has full right, power, legal capacity and authority to execute this Release, that no other consents or approvals of any other parties are required or necessary for this Release to be so binding and that this Release shall be fully enforceable in accordance with its terms. This Release shall become effective upon execution by all parties whose names are set forth below.

12. This Release shall inure to the benefit of and be binding upon the heirs, administrators and successors of each of the parties hereto.

13. This Release may only be amended, changed or modified by a writing signed by all of the parties hereto. This Release shall be construed, interpreted and enforced in accordance

with the laws of the state of California.

14. Each party to this Release shall execute a delivery of any and all papers, documents and other assurances and shall perform any and all further acts and take any and all further steps that may be reasonably necessary to confirm or perform the obligations of such party, the provisions of this Release and the transactions contemplated hereby.

15. Any notice required or desired to be sent to a party shall be duly given if sent by certified or registered mail, return receipt requested, or personally delivered to the address of a party. The addresses of the parties are set forth below.

Partner:

Redacted

Leland Energy, Inc:

Agent for Service
2360 Corporate Circle, Ste 400
Henderson, NV 89074-7722

16. This Release may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be as valid as originals and may be relied upon by any party

17. This Release constitutes the entire agreement and understanding of the parties pertaining to it subject matter and all prior discussions, negotiations, agreements, understandings or representations pertaining to such subject matter are hereby terminated and canceled in their entirety and are of no further enforce and effect.

18. Each of the parties hereto agrees to keep confidential and not to disclose, directly or indirectly, any information regarding the other party's business, including without limitation, information with respect to operations, procedures, methods, accounting, technical data or existing or potential partners, or any other information which the other party has designated as confidential.

IN WITNESS WHEREOF the undersigned have executed this Release and Confidential Purchase Agreement of the date first above written.

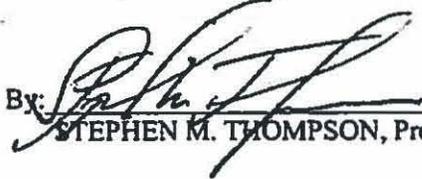
"Partner" Redacted

By: ^{^ /} Redacted
Partner

"Partner" (WITNESS)

By: 
WITNESS

"Leland" (Leland Energy, Inc.)

By: 
STEPHEN M. THOMPSON, President

"Leland" (WITNESS)

By: Redacted
WITNESS

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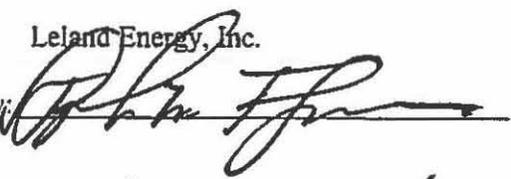
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FOR THE STATE OF DELAWARE
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CONSENT TO ENTRY OF CONSENT ORDER

Respondents Leland and Thompson, by signing below, consent to the entry of the Findings of Fact set forth above without admitting or denying the allegations set forth herein, agree to the entry of this Consent Order, and waive any right to a hearing or to judicial review.

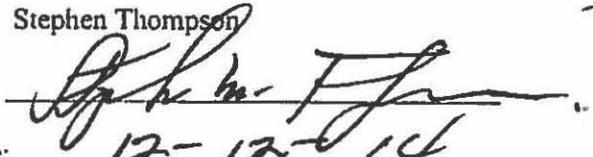
Respondents Leland and Thompson state that no promise of any kind or nature whatsoever that is not reflected in this Consent Order was made to it to induce it to enter into this Consent Order and that it has entered into this Consent Order voluntarily.

Leland Energy, Inc.

By: 

Date: 12-12-14

Stephen Thompson



Date: 12-12-14