

MINUTES

Meeting of the Special Called **Telephonic Meeting** of Board for Lease of University Lands

Wednesday, August 3, 2016

Ashbel Smith Hall, 9th Floor Board Room
201 W. 7th Street
Austin, Texas

Board for Lease

Present:

Chairman:

George P. Bush (Commissioner, General Land Office)

Members:

Regent Brenda Pejovich (The University of Texas System)

Regent David Beck (The University of Texas System)

Regent Charles Schwartz (The Texas A&M University System)

Secretary:

Karen Rabon

Also Present:

U.T. System

Houser, Mark

Clark, Carrie

Rabon, Karen

Brantley, Richard

Holtzclaw, James

Kelley, Scott

General Land Office

Havens, Mark

A special called telephonic meeting of the Board for Lease of University Lands (the Board) was held on Wednesday, August 3, 2016 at Ashbel Smith Hall, 9th Floor Board Room, 201 West 7th street, Austin, Texas.

Chairman George P. Bush, Regent Brenda Pejovich, Regent David Beck, and Texas A&M Regent Charles Schwartz were present. Chairman Bush called the meeting to order at 1:58 p.m.

1. Approval of the Minutes of the February 16, 2016 special called meeting

On motion by Regent Beck, seconded by Regent Schwartz, the Board approved the Minutes of the February 16, 2016 meeting of the Board.

2. Discussion and appropriate action regarding a sealed bid Lease Sale to be held via the internet of University Lands leases located in Pecos County, Texas in September 2016

Mr. Houser recommended that the Board conduct an Oil and Gas Lease Sale(s) via the internet of University Lands leases located in Pecos County, Texas on September 14, 2016, subject to market conditions.

The proposed acreage and lease terms were before the Board as outlined in the attached Notice of Sale, Lease Form 46a for Sale 127, and Lease Sale 127 Acreage Map on the following pages.

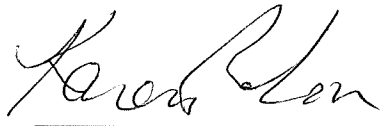
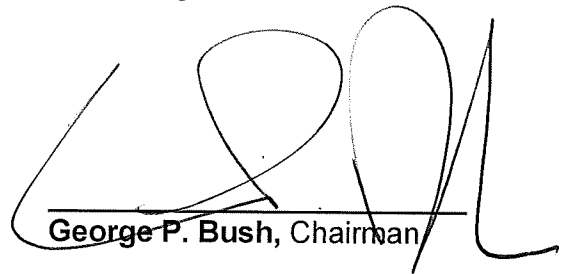
In response to a question from Regent Schwartz, Mr. Houser stated that this land has been leased before and expired.

Commissioner Bush asked about the proposed reduction in the royalty fee, and Mr. Houser confirmed the reduction was due to the geological risk, as well as the remoteness of the area and current market conditions.

Noting the lease terms provide for minimum bonus consideration, Regent Beck asked whether the \$25 per acre delay rentals and 20% royalty rate are minimum terms as well. Mr. Houser explained the minimum bonus consideration is the only one that is variable; per statute, everything else is fixed.

Commissioner Bush moved approval of the lease sale. Regent Beck seconded the motion, which carried unanimously.

The meeting was adjourned at 2:10 p.m.


Karen Rabon, Secretary
George P. Bush, Chairman

**BOARD FOR LEASE OF UNIVERSITY LANDS
OIL AND GAS LEASE SALE NO. 127
BID OPENING – SEPTEMBER 14, 2016**

NOTICE OF SALE

UNIVERSITY LANDS OIL AND GAS LEASE SALE

ONLINE BID OPENING: www.energynet.com

**Bid opening ends at 10:00 AM on Wednesday,
September 14, 2016**

**Leases awarded upon approval of high bid
by Board for Lease of University Lands**

Board for Lease of University Lands

**George P. Bush, Chairman
Charles W. Schwartz
Brenda Pejovich
David J. Beck**

Visit our Web Site: <http://www.utlands.utsystem.edu>

**BOARD FOR LEASE OF UNIVERSITY LANDS
OIL AND GAS LEASE SALE NO. 127
SEALED BID SALE
BID OPENING – SEPTEMBER 14, 2016**

Leases awarded upon approval of high bid by Board for Lease of University Lands

LEASE TERMS

- **Minimum Bonus Consideration:** \$4,500,000.00; this amount includes prepaid rental and 1.5% special sale fee
- **Primary Term:** 5 years
- **Delay Rentals:** \$25/acre, prepaid at time of bidding
- **Minimum Royalty:** \$25/acre for each year in the secondary term. Provided however, in order to more effectively produce the reservoir due to a more orderly development pattern, Lessee/Operator shall be excused from the minimum royalty payment for individual Leases within the Drilling and Development Unit area if the aggregate of royalty paid for the Leases within the Drilling and Development Unit meets or exceeds the amount due for the aggregate of the minimum royalty payment.
- **Royalty Rate:** 20% as provided in Lease Form 46A
- **Well Commencement/Development:** Commence spudding of initial well on or before September 30, 2017. Drill two (2) additional wells in 2018. Drill four (4) additional wells in each calendar year for 2019, 2020, 2021, 2022, and 2023. Drill five (5) additional wells in each calendar year for 2024 & 2025, and five (5) additional wells for the nine (9) months from January 1, 2026 to September 30, 2026.
- **General Information:** Lease Form 46A, the Notice of Sale, and Tract List shall be available from University Lands, on the web site at: www.utlands.utsystem.edu or EnergyNet at www.energynet.com.

FOR ADDITIONAL INFORMATION REGARDING SALE CONTACT:

Land Department
Telephone: 432/684-4404

**THE BOARD FOR LEASE RESERVES THE RIGHT TO WAIVE ANY
IRREGULARITIES AND THE RIGHT TO REJECT ANY OR ALL BIDS.**

**BOARD FOR LEASE OF UNIVERSITY LANDS
OIL AND GAS LEASE SALE NO. 127
SEALED BID SALE
BID OPENING – SEPTEMBER 14, 2016**

Leases awarded upon approval of high bid by Board for Lease of University Lands

TRACT LIST

This is a list of lands to be offered for lease at Oil and Gas Lease Sale Number 127.

Tract 1, comprised of eighteen (18) parcels of land, as described below, and containing 10,851.926 acres, will be offered for bid as a drilling and development unit but will be leased under eighteen (18) separate oil and gas leases. The minimum bonus consideration that will be accepted for **Tract 1** will be Four Million Five Hundred Thousand Dollars (\$4,500,000.00). The minimum bonus consideration paid will include the prepaid rental and the legally required 1.5% special sale fee. A well must be spudded on one of the leases on or before September 30, 2017.

Upon award of the oil and gas leases to the successful bidder and upon successful bidder's submission of the required "Application to Pool/Unitize Leases," associated documents, and required Application Fee, University Lands will agree to enter into a Drilling and Development Unit Agreement covering the acreage listed below that provides for an additional five (5) year term.

Pecos County

<u>Block</u>	<u>Section</u>	<u>Part</u>	<u>Acres</u>
18	31	All	616.990
19	3	All	836.700
19	4	All	836.700
19	5	N/2, SE/4, E/2SW/4	697.725
19	6	E/2	320.000
19	7	All	671.500
19	8	All	671.500
19	12	All	671.500
19	13	All	671.500
19	14	E/2, E/2W/2, SW/4SW/4, N/2NW/4NW/4. & S2/SW/4NW/4	587.562
Portions of Sections 7, 8, 12, 13, & 14 are included in the University of Texas System vineyards and drill sites on these sections are limited as to availability. Prior to bidding, prospective lessees are advised to visit and examine the designated drill sites to be assured that said drill sites will fulfill their respective requirements. The successful bidder must obtain written consent from University Lands prior to the commencement of any drilling operations.			
19	15	All	640.000
The wellbore in the SW/4 of Section 15, being utilized as a saltwater disposal well, is not presently available for attempted reentry for the purpose of oil or gas production.			
19	16	All	640.000
19	17	All	640.000

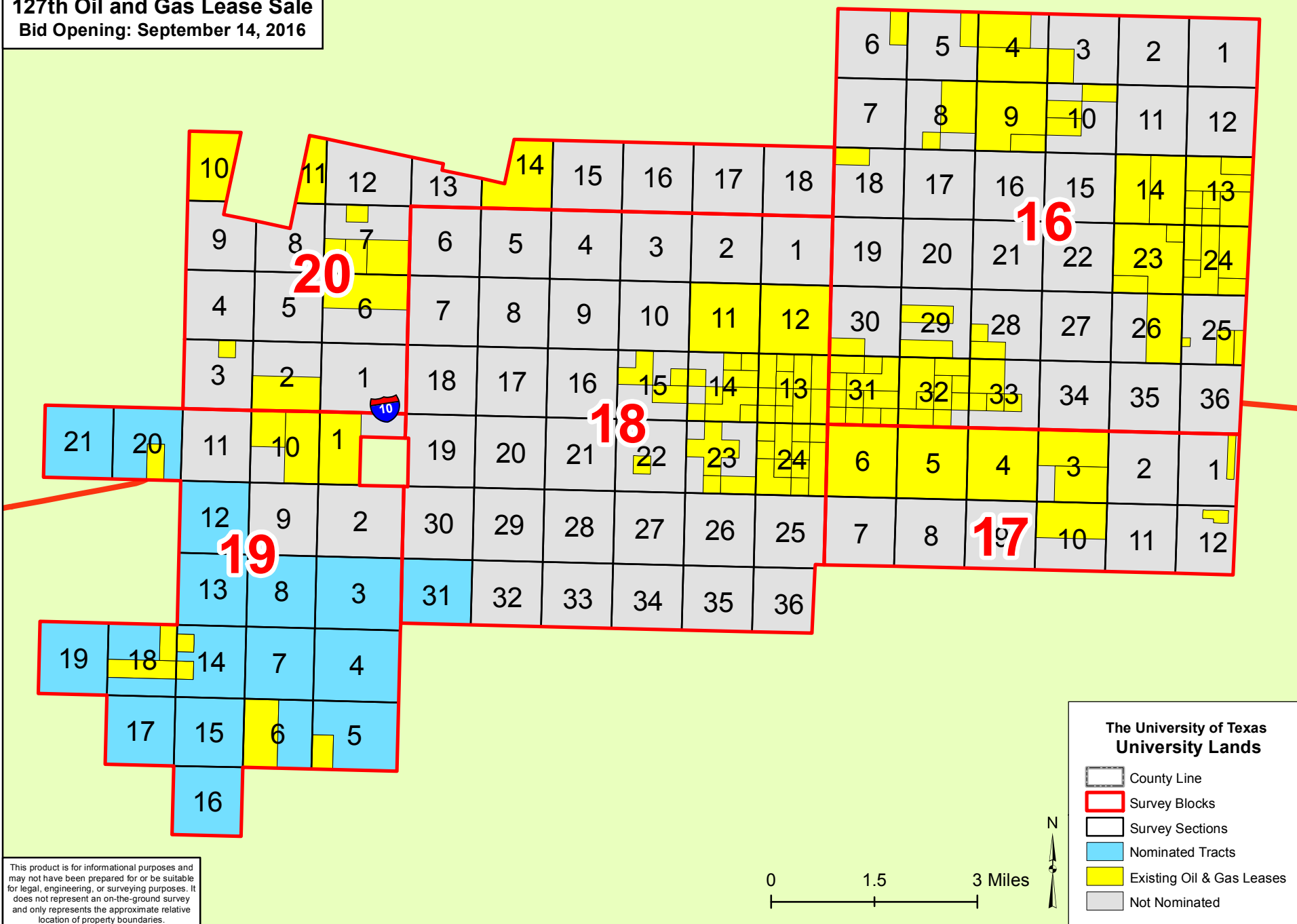
<u>Block</u>	<u>Section</u>	<u>Part</u>	<u>Acres</u>
19	18	S/2S/2	167.875
19	18	NW/4 & W/2NE/4	251.812
19	19	All	671.500
19	20	N/2, SW/4, & E/2SE/4	587.562

Lessee shall restrict its use of the surface for any purpose to those portions of the leased premises that are a prudent distance from any improvements. For Sections 19 and 20, with regard to such improvements, the minimum distance shall be 150 feet from such improvements.

19	21	All	671.500
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Total Acres	10,851.926
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This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate relative location of property boundaries.



OIL AND GAS LEASE

This OIL AND GAS LEASE (this "**Lease**") is made and entered into, effective Month September ##, 2016 (the "**Effective Date**"), by and between the State of Texas, acting through the Board for Lease of University Lands ("**Lessor**") and [] ("**Lessee**"), whose address is []. Lessee submitted an accepted bid for the Premises. This Lease is awarded to Lessee by Lessor as a result of and pursuant to the bid offered by Lessee. By submitting the bid, Lessee agreed to be bound by the terms and provisions of this Lease and other conditions as may have been specified in the notice of sale.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants contained herein, the parties agree as follows:

1. **TERM:** Subject to the terms and conditions set out in this Lease, Lessor demises, grants, and leases to Lessee the Oil and Gas in and under land described below (the "**Premises**") for a period of ~~five~~ (54) year commencing on the effective date (the "**Primary Term**"), as extended as provided herein, and as long thereafter as Oil or Gas is produced in paying quantities from the Premises. This Lease is made for the sole and only purpose of prospecting and drilling for, and producing Oil and Gas that may be found and produced from, the Premises, to-wit:

Part/Section	Block	Grantee	Acres	County
		State of Texas		

2. **RESERVATION:** Lessee's right hereunder to prospect for Oil and Gas from the Premises is non-exclusive. The Board of Regents of the University of Texas System (the "**Board of Regents**") expressly retains and reserves the concurrent right to grant third parties 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, and across the land covered herein during the term of this Lease. Such seismic, geophysical, or geological surveys shall not unreasonably interfere with Lessee's drilling or production activities on the Premises.

3. **ROYALTY:** Lessee shall pay or cause to be paid to the Board of Regents a royalty ("**Royalty**") of ~~25~~20% of the value of all Oil and Gas, or ~~25~~20% of the Oil or Gas in kind, on all hydrocarbons produced from the Premises.

(a) Unless otherwise approved in accordance with the Rules, Lessee shall assure that Gas produced from the Premises that contains liquid hydrocarbons recoverable in commercial quantities is processed through an adequate Oil and Gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the Gas by such means will be recovered before the Gas is sold, used, or processed in a plant, and Royalty is paid thereon.

(b) Prior to notice by Lessor to Lessee, Lessee shall pay monetary Royalty based on the proceeds received by Lessee for the Oil, Gas, and other minerals produced from the Premises. If Lessor at any time determines that the basis for payment of Royalty is not reflective of the Market Value of the product, Lessor may specify that the Royalty be based on the Market Value of the Oil, Gas, and other minerals produced. Sales of Oil, Gas, and other minerals to an

Affiliate of Lessee will create a rebuttable presumption that the basis for payment is not at the Market Value.

(c) KEEP WHOLE: If Oil or Gas production from the Premises is processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products, the value of the gross production shall for purposes of determining Royalty due shall never be less than if such Gas had not been processed.

(d) RECYCLED GAS: Subject to the consent in writing of Lessor, Lessee may inject Gas into any Oil- or Gas-producing formation in the Premises after the liquid hydrocarbons contained in the Gas have been removed, and no Royalty shall be payable on the Gas so injected until such time as the same may thereafter be produced and sold or used.

(e) CONSERVATION: Lessee shall use all reasonable means to prevent the underground or above ground waste of Oil or Gas and to avoid the physical waste, flaring, or venting of Gas produced from the Premises.

(f) NO DEDUCTIONS: Lessee shall pay or cause to be paid Royalty due under this Lease without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, and otherwise making the Oil, Gas and other products hereunder ready for sale or use, whether borne by Lessee or by third-party purchasers and whether stated as a deduction from the price or an adjustment to the price based on location or condition; provided, however, with respect to Gas processed for the extraction of gasoline, liquid hydrocarbons, or other products in a plant not owned by Lessee, no Royalty shall be due on Gas volumes used or flared in the plant to the extent such volumes are reasonable and allocable to the Lease. For purposes of determining the Royalty due, the gross production shall be valued at the point of sale and delivery from Lessee to an unaffiliated third party. Lessor and Lessee agree that the foregoing provision is to be given full effect and is not to be construed as "surplusage" under *Heritage Resources, Inc. V. Nationsbank*, 939 S.W.2d 118 (Tex. 1996). No field deductions for lost product will ever be allowed. All such costs shall be the responsibility of the Lessee. Lessee shall exercise due diligence and use all reasonable efforts in marketing any and all production from the Premises to obtain the best price reasonably available for the Oil and Gas.

(g) ROYALTY IN KIND: Lessee shall pay monetary Royalties based on the value of the gross production from the Premises, unless Lessor elects to receive Royalty in kind. Lessee shall pay Oil or Gas Royalty, or both, in kind at the option of Lessor. Lessor may change its election to take Royalty in kind or in monetary form at any time or from time to time by giving Lessee notice of such election not less than sixty (60) days in advance. If Lessor elects to take its Royalty production in kind, Lessor may elect to have the Royalty production delivered in kind at the wellhead, at the Oil and Gas separator, into a pipeline connected at the well, at the location Lessee sells its production, or at another location mutually acceptable to Lessor and Lessee. Lessee shall bear all costs to the point of delivery.

(h) ROYALTY ON LEASE SETTLEMENTS: Lessee shall pay to the Board of Regents Royalty at the applicable Royalty rate on any monetary settlement received by Lessee from any breach of Lease by Lessee's purchaser relating to the marketing, pricing, or taking of Oil or Gas production from the Premises.

4. PRE-PAID DELAY RENTALS AND MINIMUM ROYALTY:

(a) PRE-PAID DELAY RENTALS: Lessee paid a delay rental payment of \$25/acre concurrently with the submission of its bid on this Lease. No part of such delay rental payment shall be refundable under any circumstance.

(b) MINIMUM ROYALTY: One year after the expiration of the Primary Term and each year thereafter during the term of this Lease, Lessee shall pay to the Board of Regents an amount equal to the positive difference, if any, between an amount equal to \$25.00 multiplied by the total number of acres in the Premises (the "**Minimum Royalty**") and Royalty from this Lease actually paid and received in the immediately previous lease year. Such amount shall be due and payable

within sixty (60) days after each anniversary date of this Lease. No Minimum Royalty is due if Royalty from this Lease actually paid and received during the previous lease year was greater than the Minimum Royalty.

5. PAYMENTS, SUBMISSIONS, AND NOTICES TO LESSOR:

(a) MONETARY ROYALTY PAYMENTS: All Royalty not paid in kind at the election of Lessor shall be paid to the Board of Regents. Royalty on Oil shall be due and payable on or before the 5th day of the second month succeeding the month of production or such later date as may be prescribed in the Rules. Royalty on Gas shall be due and payable on or before the 15th day of the second month succeeding the month of production or such later date as may be prescribed in the Rules.

(b) MANNER AND TIMELINESS OF PAYMENTS: A payment that is not submitted electronically shall be considered timely paid if delivered to the Lessor on or before the applicable due date or if deposited in a postpaid, properly addressed wrapper with a post office or official depository under the care and custody of, and postmarked by, the United States Postal Service before the applicable due date. A payment that is submitted electronically shall be considered to be timely paid if such payment is successfully transmitted to the proper account with the Comptroller of the State of Texas ("**Comptroller**") on or before the due date.

(c) PENALTIES AND INTEREST: Lessee shall pay penalties and interest on late Royalty payments and other sums due, and for failure to provide documents (whether physical documents or information in electronic form), as provided by law or the Rules. The right to collect penalties and interest is in addition to, and shall not in any way limit or restrict, the rights of Lessor or the Board of Regents to pursue other remedies in law or in equity, including without limitation forfeiture of this Lease.

(d) PAYMENTS, NOTICES, AND CORRESPONDENCE TO LESSOR: Lessee shall assure that all Royalty payments and all other payments due under this Lease, documents, reports, notices, and other information unless expressly provided herein that such payment or information be directed to another office, are directed to the following address:

University Lands
P.O. Box 553
Midland, Texas 79702-0553

or such other address as may then be specified in the Rules. Any payments submitted electronically shall be delivered by electronic funds transfer to the proper account with the Comptroller.

(e) NOTICES AND CORRESPONDENCE TO LESSEE: Notices and correspondence to Lessee shall be sent to the address shown on the bid submitted to Lessor or such other address as Lessee shall provide in writing to Lessor. Any such notice of change of address must specifically reference this Lease.

(f) TIME NOTICE GIVEN: Notices shall be deemed given when actually delivered or three (3) days after deposit in the United States mail.

6. CONTRACTS, RESERVES, AND OTHER RECORDS: As provided by law and the Rules, Lessee shall submit to the Board of Regents a copy of each and every contract or amendment thereto under which Oil or Gas is sold or processed, together with a summary of such contract, within thirty (30) days after any such contract or amendment is made. Lessee shall, upon request, provide to the Board of Regents an estimate of Oil and Gas reserves in the Premises or allocable to this Lease. All such reserve information, when received, shall be held in confidence by the Board of Regents and disclosed only as contracts for the sale of production may be disclosed as allowed or required by law.

7. CONTINUATION OF TERM: If at the expiration of the Primary Term Oil or Gas in paying quantities is not being produced from the Premises, this Lease shall terminate. For purposes of this Lease, if no production from the Premises is marketed during any three (3) consecutive months, and no operations under this Article 7 are continuing, it will be presumed that production from the Premises has ceased.

(a) **CESSATION OF PRODUCTION:** In the event production of Oil or Gas from the Premises, once obtained, shall cease for any cause within sixty days before the expiration of the Primary Term of this Lease or at any time or times thereafter, this Lease shall not terminate (i) if Lessee commences additional drilling or reworking operations within sixty (60) days thereafter, and the Lease shall remain in full force and effect so long as operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation; and if such drilling or reworking operations result in the production of Oil or Gas, the Lease shall remain in full force and effect so long as Oil or Gas is produced therefrom in paying quantities or payment of shut-in Oil or Gas well Royalty or compensatory royalties is made as provided herein or (ii) if production in paying quantities is restored within sixty (60) days after such cessation.

(b) **SHUT-IN ROYALTIES:** If at the expiration of the Primary Term or at any time thereafter there is located on the Premises a well or wells capable of producing Oil or Gas in paying quantities and such Oil or Gas is not produced for lack of suitable production facilities or a suitable market for the Gas and such conditions are outside the reasonable control of Lessee, and this Lease is not being otherwise maintained in force and effect, then this Lease will not terminate and shall be extended for a period of one year if Lessee timely submits an application in form approved by the Lessor and, upon approval of said application, pays a shut-in Royalty in the amount of \$5,000.00. Lessee must remit the shut-in Royalty payment, together with the required certification, while this Lease is otherwise maintained in force and effect. Payment of shut-in Royalty after the expiration or other termination of this Lease will not revive or extend this Lease.

8. DRILLING AND DEVELOPMENT:

(a) **FULL DEVELOPMENT; POOLING; ALLOCATION:** After a well capable of producing Oil or Gas has been completed on the Premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary to fully develop the Premises. Neither bonus, royalties, nor other fees paid or to be paid hereunder shall relieve Lessee from the obligation to fully develop the Premises. Additionally, Lessee will, upon reasonable request from an adjoining lessee of other lands, join with such requesting lessee in pooling to achieve secondary or advanced recovery of Oil, Gas, and other hydrocarbons that might be produced through the use of enhanced methods covering a greater area than the Premises. In the event that this Lease is made subject to a Pooling or Drilling and Development Agreement between Lessor and Lessee, the terms of that Pooling or Drilling and Development Agreement will control over the terms hereof during the continuance of such Pooling or Drilling and Development Agreement. ~~If a well is drilled across the Premises and traverses leases or units off the Premises that are not owned by Lessor, Lessee must obtain a written agreement with Lessor specifying the allocation of the production of Lessor's oil and gas from that well.~~ The drilling and operation of allocation wells, to the extent such wells as permitted by the Railroad Commission are given legal effect in the State of Texas, are expressly prohibited under this lease or a unit containing Lessor's oil and gas without Lessor's prior written consent, which may be granted or withheld in Lessor's sole discretion.

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(b) **PRODUCTIVE ACREAGE/DEPTHS ONLY HELD:** If Lessee drills wells on the Premises to the maximum density permitted by the rules and regulations of the Railroad Commission and such density is agreed upon and approved by Lessor, then, notwithstanding

any provision in this Lease to the contrary, two (2) years after the expiration of the Primary Term, this Lease will terminate as to all Unproductive Depths.

(c) **RELEASE:** The acreage retained under Article 8(b) as to each producing 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 Lessor. Lessee shall execute and record a release containing a satisfactory description of the acreage and depths not retained hereunder and promptly submit the recorded release, or a legible copy of same, to the Lessor for the records of the Board of Regents.

(d) **EASEMENT:** Upon the termination of this Lease pursuant to Article 8(b) as to a part but not all of the Premises, Lessee shall have a continuing non-exclusive easement across the surface of the Premises for access to that portion of the Premises with respect to which this Lease is not terminated, and, Lessor shall have, and expressly reserves, an easement over, across, and through the retained Premises, including all of the retained depths and formations, to enable exploration for, and production and development of, Oil, Gas, and/or minerals from any depths and lands which are not thereafter subject to this Lease. Lessor, its agent or assignee, shall not have the right to use any wellbores drilled by Lessee or any equipment installed by Lessee in connection with any such drilling or production operations for a period of one (1) year after such termination without the written consent of Lessee. The easement reserved herein by Lessor shall be fully assignable by Lessor to any party, including any Oil, Gas, and mineral lessee of depths or lands no longer subject to this Lease, and in the event Lessor assigns such easement to any third party, Lessee shall look only to such third party, and not to Lessor, for any claims, costs, expenses, or damages occasioned by such third party's use of the easement herein reserved, specifically including, but not limited to, any claims that such third party's activities interfered with or damaged Lessee's well(s), reserves, equipment, operations, or other rights hereunder.

(e) **FIELD RULES AND EXCEPTIONS:** If Lessee seeks to amend existing field rules or to establish field rules applicable to the Premises, and if Lessee requests a hearing for the amendment or establishment of field rules, or if Lessee requests the consolidation of existing field rules or an exemption from field rules or statewide rules, or if Lessee seeks to adopt field rules different from those in use in the immediate area, Lessee shall notify Lessor of such request prior to any Railroad Commission hearing and provide all exhibits to Lessor relative to such hearing. If Lessee seeks new field rules or requests the amendment or consolidation of existing field rules without Lessor's prior consent, then such new field rules, amendments, or consolidations shall not be applicable to the Premises unless and until such consent is given or the new field rules, amendments, or consolidations are ratified by the Lessor.

9. OFFSET WELLS: Lessee shall adequately protect the Oil and Gas under the Premises from drainage from adjacent lands or leases, including non-University lands and University lands leased at a lesser royalty. If Oil or Gas should be produced in paying quantities from a well draining the Premises, Lessee shall, within sixty (60) days after notice from the Lessor of such producing well, begin in good faith and pursue diligently operations leading to the drilling of an offset well and such offset well shall be drilled to such depth as may be necessary to prevent drainage of the Premises, and Lessee shall use all means necessary in a good faith effort to make such offset well produce Oil or Gas in paying quantities. Any well located within one thousand (1,000) feet of the Premises shall be presumed to be draining the Premises. Lessee may rebut this presumption only with evidence acceptable to Lessor, in Lessor's sole discretion. Payment of the bonus, royalties paid or to be paid, shut-in Royalty, or other amounts due hereunder shall not relieve Lessee from its obligations under this Article 9.

10. REMOVAL OF EQUIPMENT: If this Lease is forfeited or terminated for any reason, Lessee shall not remove the casing or any equipment from the Premises until wells have been

plugged to the satisfaction of the Railroad Commission, all pits have been properly filled and all debris has been removed from the Premises, and Lessor has provided written approval of all restoration.

11. OPERATIONS: Lessee will conduct all operations in accordance and compliance with the then-current University Lands Field Manual of Required Operating Procedures for Oil & Gas Leases, as published by Lessor, or its successor publication establishing rules of operating procedures.

(a) WELL LOCATION: Prior to commencement of development on the Premises, Lessee shall provide Lessor a plan of development regarding anticipated exploration and development of the Premises. Prior to commencement of drilling on the Premises, Lessee shall provide written notice to Lessor of Lessee's intent to drill a well, together with a plat of the Premises showing the location of each well to be drilled. Prior to commencement of any surface preparation in connection with a drill site or the construction of an easement to a drill site, Lessee shall give notice to Lessor and Lessor shall provide written approval of location sites and facilities on the Premises prior to the commencement of operations. Lessee shall obtain all necessary easements, pay amounts required under the then-current Rate and Damage Schedule, and give notice to Lessor and the surface occupant of such commencement.

(b) RAILROAD COMMISSION FORMS: Copies of all forms and other information filed with the Railroad Commission pertaining to operations under this Lease shall be filed simultaneously by Lessee with Lessor. Lessee shall submit copies of correspondence and other information received by Lessee from the Railroad Commission to Lessor within three (3) days after receipt by Lessee, the operator, or other contractor or agent of Lessee.

(c) LOGS: Lessee shall have an electric or radioactivity survey made of the bore-hole section, from the surface of the ground to the total depth of the well, of all wells drilled on the Premises and shall provide a copy of each and every log of each required survey, along with copies of logs of all other bore-hole surveys completed with respect to the well, to Lessor within fifteen (15) days after the making of the survey.

(d) FAILURE TO LOG: ~~Upon failure of~~ Lessee ~~fails~~ to have an electric or radioactivity survey made of the bore-hole section from the surface of the ground to the total depth of the well and submit to Lessor a copy of the required logs, for any reason other than impossibility demonstrated to the satisfaction of the Lessor, Lessee ~~shall must~~ re-enter the well and run the required surveys and provide a copy of the required logs to Lessor or, at the option of the Lessor, Lessee ~~shall will~~ pay to the Board of Regents ~~a sum~~ a dollar amount equal to the cost of completing the required surveys at then-current market rates multiplied by two (2), ~~which amount shall be considered liquidated damages for~~ Lessee's failure to provide such logs ~~to Lessor as required hereby in this Lease.~~ ~~The parties acknowledging acknowledge that this amount is a fair and reasonable estimate of damages for failure to perform Lessee's duty to log and provide logs to Lessee because that actual damages would be difficult to determine.~~

(e) DRILLING DATA AND RECORDS: Lessee ~~shall must submit provide~~ to Lessor copies of any records, memoranda, ~~accounts,~~ reports, cuttings, and cores on the same day that Lessee obtains such information. Lessee ~~must shall~~ also ~~submit provide~~ any other information ~~relating to~~ related to all of its ~~the operations activities~~ on the Premises ~~as may be requested in writing upon Lessor's written request by a representative of Lessor in the time by the date and in the and manner reflected in such specified in Lessor's written request.~~ ~~This Article 11(e) does not constitute a waiver of any other requirement contained in this Lease that Lessee provide documents, records, or other information to Lessor or the Board of Regents.~~ Exhibit AB attached to this agreement provides an extensive list of the types of data that may be required under this section; however, the list is not exhaustive, and Lessor may request other types of data not listed on Exhibit AB. Lessee's failure to comply with Lessor's requests for data under this section are considered a material breach of this Lease, and Lessee will be subject to penalties as specified

under the Rules or may be required to forfeit the Lease as specified in Paragraph 16 below. This Section 11(e) does not constitute a waiver of any other requirement contained in this Lease requiring Lessee to provide documents, records, or other information to Lessor or the Board of Regents.

(f) MONITORING AND METERING: Lessor shall have the right to install monitoring and metering equipment and to utilize Lessee's installed equipment to monitor production from the Premises. If Lessee installs remote electronic monitoring equipment, Lessor shall have the right to receive data generated by such equipment.

12. USE OF THE SURFACE AND WATER:

(a) RIGHT TO USE SURFACE: Except as otherwise expressly provided in this Lease, Lessee shall have the right to use only so much of the surface of the Premises as reasonably necessary for the full exercise and enjoyment of the Oil and Gas rights and interests granted by this Lease. Lessee may lay and maintain gathering lines, erect and maintain telephone and utility lines, and install other appliances and equipment necessary for the operation of Oil and Gas wells on the Premises only and as determined by and with the approval of Lessor. Lessee shall have the right of ingress and egress and right of way over the Premises to any point of operations on the Premises provided that Lessee will assure that such right of way and ingress and egress result in the least injury and inconvenience to any occupant of the surface. Notwithstanding the foregoing or anything else to the contrary contained in this Lease, operations conducted on the surface of the Premises shall be subject to the payments as set out in the then-current Rate and Damage Schedule. Lessee shall not drill a well or install any facilities within three hundred (300) feet of any residence or barn without the written consent of Lessor. Where leases and Premises are connected to the same battery, Lessee shall obtain all necessary easements, pay amounts required under the then-current Rate and Damage Schedule, and obtain all approvals for the commingling of production as set forth in the Rules.

(b) MAINTENANCE OF WELL SITES AND IDENTIFICATION MARKERS: Lessee shall build and maintain fences around any of its facilities on the Premises if requested by Lessor and Lessee will take all necessary care and precaution to protect livestock against loss, damage, or injury. Upon completion or abandonment of any well or wells, Lessee shall remove all fluid and solid waste material prior to the filling and leveling of all slush pits and cellars and shall remove all rubbish on drilling sites to the satisfaction of the Lessor. Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the Premises, a legible sign showing the name of operator, the lease designation, and the well number. Where two or more wells on the same lease or where wells on two or more leases and Premises are connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of a multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. All flow lines shall be legibly identified at a minimum of one thousand (1,000) feet intervals. Signs, tags, plates, or other identification markers shall be maintained in a legible condition throughout the term of this Lease.

(c) BURYING PIPELINES AND RESTORATION OF THE SURFACE: Upon request of Lessor, Lessee will (i) bury all pipelines below ordinary plow depth; (ii) fill and level all pits, mounds, and roads as soon as is reasonably practical after completion of each well or wells; and (iii) restore the surface of the ground to as nearly as is possible its original state. Upon the expiration or termination of this Lease, Lessee shall (i) plug all wells on the Premises, (ii) remove all equipment, including pipelines and utilities, (iii) drain, fill, and level all pits, and (iv) restore the surface of the ground to a condition satisfactory to Lessor. Failure by Lessee to fulfill these obligations within one (1) year after expiration or termination of this Lease may result in monetary penalties.

(d) DAMAGE TO THE SURFACE: Lessee shall repair all damages of any kind or character to the Premises and improvements which might be caused by Lessee, its agents, servants, employees, subcontractors, successors, or assigns and Lessee shall pay all damages resulting from operations under this Lease, including without limitation damages to any personal property, water wells, improvements, livestock, and crops on the Premises or adjacent lands owned or controlled by the Board of Regents. Lessee shall be liable for same, whether or not such agents, employees, or licensees, at the time of occasioning such damage, are acting within the scope of their employment or license. It is understood and agreed that the cost of any restoration or repair required or contemplated by this Article or any other provision of this Lease requiring restoration or repair may exceed the fair market value of the property damaged, and that restoration is nonetheless required; Lessee, by accepting the rights granted by this Lease and operating hereunder, agrees to promptly complete such restoration or repair. No release, forfeiture, or termination of this Lease will release Lessee from its obligations under this Lease or pursuant to applicable law, including the obligation to plug all wells and clean and restore the Premises.

(e) CULTURAL RESOURCES: Lessee shall comply with the Antiquities Code (*Texas Natural Resources Code*, Chapter 191 or its successor statute) and applicable rules promulgated thereunder by the Texas Historical Commission ("THC") or its successor. Lessee shall undertake its activities on the Premises in a manner consistent with public policy relating to the location and preservation of archeological sites and other cultural resources in, on, or under public lands, including University lands. Lessee shall not remove and must utilize the highest degree of care and all reasonable safeguards to prevent the taking, alteration, damage, destruction, salvage, or excavation of cultural resources and/or landmarks on University lands. Upon discovery of an archeological site, Lessee shall immediately give written notice of such discovery to Lessor and to the Texas Antiquities Committee, as set out in the THC's rules. Lessee, its contractors and employees, shall have no right, title, or interest in or to any archaeological articles, objects, or artifacts, or other cultural resources located or discovered on University lands.

(f) POLLUTION: 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 Premises by any waste, pollutant, or contaminant. If contamination or pollution should occur, Lessee shall provide written notice to Lessor immediately. Lessee shall not bring or permit to remain on the Premises any explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation ("**Hazardous Materials**"), except products commonly used in connection with Oil and Gas exploration and development operations and stored in the usual manner and quantities. 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 Premises resulting from Lessee's operations on the Premises. The obligations of Lessee hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.

(g) SURFACE WATER: Lessee shall have no right to use any surface water found on property owned or controlled by the Board of Regents or any water from water wells or stock tanks controlled by the Board of Regents or its surface tenants.

(h) SUBSURFACE WATER: Lessee, with written permission from Lessor, shall have the right to use, at a price determined by the then-current Rate and Damage Schedule, subsurface water found and produced or impounded by Lessee on the Premises for drilling, completion, and construction operations only in connection with primary production. The use of such water for any enhanced recovery operations is prohibited. The right to use water from the Premises is subject to Lessee's compliance with and performance of the requirements set out in this Article 11(h) and compliance with all applicable Rules, rules of the Board of Regents, and

rules and regulations of any local, state, or federal regulatory authority having jurisdiction or as set forth in the Lessor's then-current Groundwater Management Plan.

(i) **WATER WELL OPERATIONS AND REPORTS:** Prior to Lessee's commencing any water well drilling, reentry, or water production operations, Lessee shall file or cause to be filed written notice of such operations with Lessor. Lessee shall also submit to Lessor, within fifteen (15) days after completion of water well operations or as otherwise requested, the following information:

- (i) a plat showing the location of each water well;
- (ii) all information that may be requested including without limitation sample logs, downhole equipment and casing, static water levels, producing capacity, chemical analyses, and any other information requested by Lessor; and
- (iii) copies of all forms, applications, permits, correspondence, and other documents sent to or received from any local, state, or federal regulatory agencies concerned with water operations or water well borehole maintenance operations. Within ten (10) days after cessation of use of any water well, Lessee shall give written notice thereof to Lessor. Within fifteen (15) days after receipt of such notice from Lessee, Lessor may elect to require Lessee to either cap or plug the well. After receipt of Lessors' election, Lessee shall cap or plug the well within ninety (90) days thereafter, at Lessee's expense, in whatever manner Lessor may require. If Lessor fails to make an election within such fifteen (15) day period, Lessor will be deemed to have elected to have the well plugged.

13. RELEASE AND INDEMNITY: Lessee hereby releases and discharges Lessor, The University of Texas System, and their respective regents, members, officers, employees, and agents 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 arise out of, are incidental to, or result from, the operations of or on behalf of Lessee on the Premises, 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 act or omission of Lessee for which Lessee may be held strictly liable. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend, and hold harmless Lessor, The University of Texas System, and their respective regents, members, officers, employees, and agents, and 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, including attorneys' fees and other legal expenses, including those related to environmental hazards on the 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 Premises; those arising from Lessee's use of the surface of the 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, agents, contractors, guests, or invitees. Each assignee of this Lease, or an interest therein, agrees to be liable for, exonerate, indemnify, defend, and hold harmless Lessor, The University of Texas System, and their respective regents, members, officers, employees, and agents in the same manner provided above in connection with the activities of such Lessee, its officers, employees, and agents as described in this Article 13.

14. INSURANCE: Lessee shall assure that Lessee and any person acting on Lessee's behalf under this Lease carry the following insurance with one or more insurance carriers licensed by the Texas Department of Insurance at any and all times such party or person is on or about the Premises or acting pursuant to this Lease, in such amounts as from time to time reasonably required by Lessor:

- (i) Worker's Compensation and Employer's Liability Insurance;

- (ii) Commercial General Liability and Umbrella Liability Insurance; and
- (iii) Business Auto and Umbrella Liability Insurance.

The Lessee shall cause Certificates of Insurance evidencing the above coverage to be provided promptly upon request to Lessor, or to such other representative of Lessor as Lessor may from time to time designate. The insurance policies required under (ii) and (iii) above, shall name the State of Texas and The University of Texas System as additional insureds with regard to the Premises; shall reflect that The University of Texas System will receive thirty (30) days prior written notice of cancellation or material change in coverage; and shall reflect that the insurer has waived any right of subrogation against the State of Texas or The University of Texas System.

Lessee may satisfy its obligation to maintain insurance as specified in this section by means of self-insurance, provided that Lessee notifies Lessor of its intent to self-insure and submits annually to the Lessor Lessee's published annual report that is audited by an independent certified public accountant. Such report shall demonstrate that Lessee has a net worth of no less than One Hundred Million Dollars (\$100,000,000.00), adjusted for inflation from the Effective Date by reference to the Consumer Price Index or other equivalent index published by the U. S. Department of Labor.

15. LIEN: By acceptance of this Lease, Lessee grants to the Board of Regents an express contractual lien on and security interest in all Oil and Gas in and extracted from the area covered by the Lease, all proceeds which may accrue to Lessee from the sale of the Oil and Gas, whether the proceeds are held by Lessee or another person, and all fixtures on and improvements to the Premises used in connection with the production or processing of the Oil and Gas to secure the payment of royalties and other amounts due or to become due under this Lease or Subchapter D, Chapter 66, *Texas Education Code* and to secure payment of damages or loss that the state may suffer by reason of Lessee's breach of a covenant or condition of this Lease, whether express or implied.

16. FORFEITURE: This Lease shall be subject to forfeiture as provided in Subchapter D, Chapter 66, *Texas Education Code* and the Rules. The remedy of forfeiture shall not be the exclusive remedy, but a suit for damages or specific performance, or both, may be instituted.

17. ASSIGNMENTS; RELEASE: The assignment or relinquishment of rights acquired under this Lease shall be governed by the provisions of Subchapter D, Chapter 66, *Texas Education Code* and the Rules. Any assignment or relinquishment shall not relieve the Lessee of any obligations theretofore accrued hereunder, or impair the lien provided for by law and in this Lease.

18. VENUE: The venue for any suit arising out of a provision of this Lease, whether express or implied, regarding interpretation of this Lease, or relating in any way to this Lease or to applicable case law, statutes, or administrative rules, shall be in the county in which the Premises are located.

19. DEFINITIONS:

(a) The term "**Affiliate**" includes, but is not limited to, the parent company or a subsidiary of Lessee, a corporation or other entity having common ownership with Lessee, a partner or joint venturer of Lessee, a corporation or other entity in which Lessee owns an interest, or any individual, corporation or other entity that owns an interest in Lessee.

(b) The term "**Gas**" shall mean and refer to all natural gas produced from the Premises (including casinghead gas) and all of its constituent elements, including but not limited to flared or vented Gas.

(c) "**Market Value**" shall mean the highest posted price, plus premium, if any, offered or paid for Oil, Gas, condensate, distillate, or other hydrocarbons, respectively, of similar characteristics and type in the general area, or the prevailing market price thereof in the general area, the proceeds of the sale thereof, or the highest value reasonably available to Lessee, whichever is greater. The proceeds of sale shall include the total value accruing to the producer from the sale or use of the production, including proceeds and any other thing of value received by Lessee or the operator.

(d) The term "**Oil**" shall mean and refer to any hydrocarbons, regardless of gravity, produced from the Premises capable of being produced in liquid form at the well by ordinary production methods, including condensate, distillate, and other liquid hydrocarbons recovered from Oil or Gas processed through a separator or other equipment on the Premises.

(e) The terms "**operations**" and "**drilling operations**" shall have the meaning ascribed to such terms in the Rules. Each reference to Subchapter D, Chapter 66, *Texas Education Code* shall refer to such subchapter, as amended from time to time, or any successor statutory provisions.

(f) The term "**production**" or "**producing**" shall mean production in paying quantities.

(g) The term "**paying quantities**" shall mean production during any three (3) month period that results in net income to the Lessee after deduction of costs relative to the Premises.

(h) "**Productive Acreage**" shall mean and refer to the minimum acreage required for a well for production purposes pursuant to the applicable rules and regulations of the Railroad Commission (including any exceptions for optional smaller units that are granted on a *pro forma* basis) and as agreed upon and approved by Lessor.

(i) "**Unproductive Depths**" shall mean and refer to all depths below three hundred feet (300') below the deepest depth drilled by Lessee on the Premises.

(j) "**Railroad Commission**" shall refer to the Railroad Commission of Texas (or any successor agency having jurisdiction in Oil and Gas matters).

(k) The term "**Rate and Damage Schedule**" shall mean and refer to the rate and damage schedule published by the University of Texas System in effect at the time of the particular action, payment, or notice.

(l) The term "**Rules**" shall mean and refer to the Rules promulgated by the Board for Lease of University Lands, as the same may be amended from time to time. This Lease shall be subject to and construed and enforced in accordance with the Rules. Lessee agrees to comply at all times with the Rules and failure to comply with the Rules shall constitute a default hereunder. A copy of the Rules may be obtained from University Lands.

20. MISCELLANEOUS:

(a) SUCCESSORS AND ASSIGNS: The covenants, conditions, and agreements contained herein shall be binding upon the heirs, executors, administrators, successors, or assigns of Lessee as to all or any part of Lessee's interests in this Lease.

(b) SEVERABILITY: If any clause or provision of this Lease is invalid or unenforceable at any time under then-current laws, the remainder of this Lease shall not be affected thereby, and this Lease shall be modified so that in place of each such clause or provision of this there will be added as a part of this Lease a legal, valid, and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

(c) CAPTIONS: The captions of the several Articles of this Lease are for reference purposes only and shall not affect the meaning or interpretation of this Lease.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office under the Seal thereof to be effective on the date first written above.

Form 46
January, 2016

Exhibit AB

Data and Records

Pursuant to Section 11(e) of the Lease, the following are types of data that must be provided to Lessor upon written request. This list is for illustrative purposes only, and Lessee is required to provide other types of data related to activities on the Premises at Lessor's request that are not included in this list. Lessor agrees to hold Lessee's data confidential for the periods of time specified below:

1. Six Month Confidentiality Period – Lessor will not disclose the following types of Lessee's data for a period of six months from the date of receipt by Lessor:

- Drilling reports;
- Completion records;
- Wellbore diagrams;
- Cementing reports;
- Directional surveys;
- Depth surveys;
- Sidewall core reports and analyses;
- Plugging reports;
- Mud logs and lithology logs;
- Open hole logs, including but not limited to gamma ray, SP, resistivity, porosity, sonic, dip meters and temperature logs; and
- Cased hole logs.

2. Indefinite Confidentiality Period – Lessor will not disclose the types of Lessee's data listed below unless (a) disclosure is required by law, regulation or court order or (b) the restrictions on disclosure become inapplicable because the data becomes known to or part of the public domain:

- Whole core analyses and reports;
- Reservoir studies;
- Microseismic data and microseismic data interpretations;
- Image logs and interpretations;
- Production logs;
- Injection logs;
- PVT fluid analyses from wells;
- Measured values for API oil gravity, gas gravity, water density, and any analysis of the produced water dissolved solids;
- Detailed stage by stage completion materials/pumping details that supplement the historical daily completion reports that are submitted;

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- Artificial lift design (for example, location and design of gas lift valves and mandrels, ESP design and location, rod pump and unit design, and plunger lift design)
- Diagnostic Fracture Injection Tests (DFITs);
- Fluid tracer surveys in selective horizontal wells;
- Production flowback reporting of early well performance with hourly measurements;
- Daily production tests for the available periods followed by weekly to monthly tests;
- High-frequency electrical submersible pump (“ESP”) sensor data including measurements in of pressure and fluid temperature;
- Surface and bottom hole pressure and temperature sensor data for wells with other forms of artificial lift (for example, gas lift, rod pumping or plunger lift);
- Surface and bottom hole pressure and temperature sensor data for water supply wells or water disposal wells; and
- Other types of high-frequency measurements as requested by University Lands, including but not limited to rate measurements, fiber-optic temperature sensing (DTS), fiber-optic acoustic sensing (DAS) and other fiber-optic measurements.

3. **Seismic Data** – Lessor will maintain the confidentiality of seismic data in accordance with the corresponding seismic permits for each survey.

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