MINUTES

Special Called Meeting of Board for Lease of University Lands *Thursday, June 29, 2017* 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 Ernest Aliseda (The University of Texas System) Regent Charles Schwartz (The Texas A&M University System)

Secretary:

Karen Rabon

Not Present:

Regent Kevin Eltife (The University of Texas System)

A special called meeting of the Board for Lease of University Lands (the Board) was held on Thursday, June 29, 2017 at Ashbel Smith Hall, 9th Floor Board Room, 201 West 7th Street, Austin, Texas.

Chairman George P. Bush, Regent Ernest Aliseda, and Texas A&M Regent Charles Schwartz were present. Regent Eltife was not in attendance. Chairman Bush called the meeting to order at 2:02 p.m.

1. Approval of the Minutes of the August 3, 2016 special called meeting

On motion by Regent Schwartz, seconded by Commissioner Bush, the Board approved the Minutes of the August 3, 2016 meeting of the Board.

 Discussion and appropriate action regarding a) authorization to conduct a sealed bid Lease Sale of University Lands leases located in Andrews, Gaines, Dawson, Martin, Crane, Crockett, Irion, Schliecher, Loving, Ward, Winkler, Pecos, Reagan, Terrell, Upton, and Ward Counties, Texas, to be held via the internet on September 20, 2017; and b) approval of an updated lease form

Mr. Houser recommended that the Board conduct an Oil and Gas Lease Sale(s) via the internet of University Lands leases located in Andrews, Gaines, Dawson,

Also Present: U.T. System

Houser, Mark Clark, Carrie Rabon, Karen Owen, Brian

General Land Office

Havens, Mark

Martin, Crane, Crockett, Irion, Schliecher, Loving, Ward, Winkler, Pecos, Reagan, Terrell, Upton, Ward, and Culberson Counties, Texas, to be held via the internet on September 20, 2017. The proposed acreage and lease terms were before the Board as outlined in the attached Notice of Sale, Lease Form 48 for Sale 128, and Lease Sale 128 Acreage Map on the following pages.

Brian Owen, Land Director for University Lands, provided a summary of the lease sale. Carrie Clark noted for the record that Culberson County was inadvertently omitted from the list of counties included in the agenda item, but that the tract list attached to the agenda item did include the Culberson County tracts.

Ms. Clark then described the extensive review of the lease form conducted with the goal of modernizing the lease form to account for current technology, market conditions, and laws. She described added protections in the lease to help assure the fullest development of the land possible.

In response to a question from Regent Schwartz, Ms. Clark stated the review and vetting process did include a review by operators. She stated the process was designed to remain marketable and to develop a document that can be easily complied with and easily administered in the short term and long term.

Commissioner Bush asked about environmental changes made to the lease form, and Ms. Clark described changes made to terms regarding pollution production and compliance with regulations, as well as University Lands policies and procedures.

Regent Aliseda asked how operators are made aware of changes to policies or procedures, and Ms. Clark described the notification process.

Commissioner Bush called for a motion to approve the recommended lease sale, noting for the records that Culberson County is included among the counties in which the leases are located, and to approve the terms of the updated lease form. Regent Schwartz moved approval, Regent Aliseda seconded, and the motion carried unanimously.

The meeting was adjourned at 2:17 p.m.

/s/ **Karen Rabon,** Secretary BOARD FOR LEASE OF UNIVERSITY LANDS OIL AND GAS LEASE SALE NO. 128 BID CLOSING – 10:00 AM, SEPTEMBER 20, 2017

NOTICE OF SALE

UNIVERSITY LANDS OIL AND GAS LEASE SALE

ONLINE BIDDING: www.energynet.com

Bids accepted beginning Monday, August 21, 2017 (Interested Parties must be registered with EnergyNet in order to place bids.)

Bid acceptance ends at 10:00 AM on Wednesday, September 20, 2017

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 Kevin Eltife Ernest Aliseda

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

BOARD FOR LEASE OF UNIVERSITY LANDS OIL AND GAS LEASE SALE NO. 128 SEALED BID SALE BID CLOSING – 10:00 AM, SEPTEMBER 20, 2017

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

LEASE TERMS

- Minimum Bonus Consideration: Varies depending upon area (see Tract List)
- Prepaid Delay Rentals: \$25/acre, paid at the time bonus consideration and special fee are paid
- **Special Fee:** Each bid is subject to the payment of a special fee equal to one and one-half percent (1.5%) of the total bonus, as described in the Texas Education Code, Section 66.66.
- **Primary Term:** 3 years
- Royalty Rate: Varies depending upon area (see Tract List)
- Lease Provisions: All tracts will be subject to terms and conditions stated in Lease Form 48
- **General Information:** Lease Form 48, the Notice of Sale, and Tract List is available from University Lands office, 704 W. Dengar, Midland, Texas, or on our website at: <u>www.utlands.utsystem.edu</u> or EnergyNet at <u>www.energynet.com</u>.

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.

						Depth Restrictions		MINIMUM BID		
Tract#	SubTract	Counties	Blk	Sec	Part		Acres	Per Acre	Total	
1	Subfract	Culberson	46	3ec	All	Restrictions	648.000	\$250	\$162,000	
2		Culberson	40	2	All		649.600	\$250	\$162,400	
3		Culberson	46	3	All		651.300	\$250	\$162,825	
4		Culberson	40	4	All		653.000	\$250	\$163,250	
5		Culberson	46	5	All		654.600	\$250	\$163,650	
6		Culberson	46	6	All		656.300	\$250	\$164,075	
7		Culberson	40	7	All		647.100	\$250	\$161,775	
8		Culberson	46	8	All		647.100	\$250	\$161,775	
9		Culberson	46	9	All		647.100	\$250	\$161,775	
10		Culberson	46	10	All		647.100	\$250	\$161,775	
11		Culberson	46	11	All		647.100	\$250	\$161,775	
12		Culberson	46	12	All		647.100	\$250	\$161,775	
13		Culberson	46	13	All		647.100	\$250	\$161,775	
14		Culberson	46	14	All		647.100	\$250	\$161,775	
15		Culberson	46	15	All		647.100	\$250	\$161,775	
16		Culberson	46	16	All		647.100	\$250	\$161,775	
17		Culberson	46	17	All		647.100	\$250	\$161,775	
18		Culberson	46	18	All		647.100	\$250	\$161,775	
19		Culberson	46	19	All		647.100	\$250	\$161,775	
20		Culberson	46	20	All		647.100	\$250	\$161,775	
21		Culberson	46	21	All		647.100	\$250	\$161,775	
22		Culberson	46	22	All		647.100	\$250	\$161,775	
23		Culberson	46	23	All		647.100	\$250	\$161,775	
24		Culberson	46	24	All		647.100	\$250	\$161,775	
25		Culberson	46	25	All		647.100	\$250	\$161,775	
26		Culberson	46	26	All		647.100	\$250	\$161,775	
27		Culberson	46	27	All		647.100	\$250	\$161,775	
28		Culberson	46	28	All		647.100	\$250	\$161,775	
29		Culberson	46	29	All		647.100	\$250	\$161,775	
30		Culberson	46	30	All		647.100	\$250	\$161,775	
31		Culberson	46	31	All		647.100	\$250	\$161,775	
32		Culberson	46	32	All		647.100	\$250	\$161,775	
33		Culberson	46	33	All		647.100	\$250	\$161,775	
34		Culberson	46	34	All		647.100	\$250	\$161,775	
35		Culberson	46	35	All		647.100	\$250	\$161,775	
36		Culberson	46	36	All		647.100	\$250	\$161,775	
37		Culberson	46	37	All		647.100	\$250	\$161,775	
38		Culberson	46	38	All		647.100	\$250	\$161,775	
39		Culberson	46	39	All		647.100	\$250	\$161,775	
40		Culberson	46	40	All		647.100	\$250	\$161,775	
41		Culberson	46	41	All		647.100	\$250	\$161,775	
42		Culberson	46	42	All		647.100	\$250	\$161,775	
43		Culberson	46	43	All		638.000	\$250	\$159,500	
44		Culberson	46	44	All		639.600	\$250	\$159,900	

								MINIM	UM BID
Tract#	SubTract	Counties	Blk	Sec	Part	Depth Restrictions	Acres	Per Acre	Total
45		Culberson	46	45	All		641.300	\$250	\$160,325
46		Culberson	46	46	All		643.000	\$250	\$160,750
47		Culberson	46	47	All		644.600	\$250	\$161,150
48		Culberson	46	48	All		646.300	\$250	\$161,575
49	1	Ward	16	1	SENE	Below 10924'	40.163	\$250	\$10,041
49	2	Ward	16	1	S2NW & SWNE		120.488	\$500	\$60,244
49	3	Ward	16	3	S2NW & W2W2SWNE		90.366	\$500	\$45,183
49	4	Ward	16	3	SENE & E2E2SWNE		50.203	\$500	\$25,102
49	5	Ward	16	3	W2E2SWNE & E2W2SWNE	Below 4100'	20.081	\$250	\$5 <i>,</i> 020
49	6	Ward	16	4	All		642.600	\$500	\$321,300
49	7	Ward	16	5	All		642.600	\$500	\$321,300
49	8	Ward	16	7	All		642.600	\$500	\$321,300
49	9	Ward	16	8	S2 & NE & E2NW		562.275	\$500	\$281,138
49	10	Ward	16	9	E2		321.300	\$500	\$160,650
49	11	Ward	16	10	E2		321.300	\$500	\$160,650
49	12	Ward	16	11	N2 & SE		481.950	\$500	\$240,975
49	13	Ward	16	16	S/469.000 acres		469.000	\$500	\$234,500
50	1	Ward	16	13	NW		160.650	\$500	\$80,325
50	2	Ward	16	14	W2		321.300	\$500	\$160,650
50	3	Ward	16	15	NW/171.000 acres		171.000	\$500	\$85,500
50	4	Ward	16	17	All		368.400	\$500	\$184,200
50	5	Ward	16	18	All	Below 3118'	642.600	\$250	\$160,650
50	6	Ward	16	19	S2N2SENE & N2S2SENE	Below 2903'	20.081	\$250	\$5,020
50	7	Ward	16	19	W2 & SE & SWNE & N2N2SENE & S2S2SENE		542.194	\$500	\$271,097
51		Ward	16	24	NW/122.300 acres		122.300	\$500	\$61,150
52		Ward	16	27	All	0' - 8045'	642.600	\$250	\$160,650
53		Ward	16	27	All	Below 13500'	642.600	\$250	\$160,650
54		Ward	16	28	All	0' - 8045'	642.600	\$250	\$160,650
55		Ward	16	28	All	Below 13500'	642.600	\$250	\$160,650
56		Ward	16	33	E2	0' - 8045'	642.600	\$250	\$160,650
57		Ward	16	33	E2	Below 11680'	642.600	\$250	\$160,650
58		Ward	16	34	All	0' - 8045'	642.600	\$250	\$160,650
59		Ward	16	34	All	Below 13500'	642.600	\$250	\$160,650
60		Ward	16	35	All	0' - 8045'	640.000	\$250	\$160,000

								MINIMUM BID		
					- .	Depth	_			
Tract#	SubTract	Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total	
61		Ward	16	35	All	Below 13500'	640.000	\$250	\$160,000	
62		Ward	16	38	All	0' - 8045'	590.100	\$250	\$147,525	
63		Ward	16	38	All	Below 13500'	590.100	\$250	\$147,525	
64		Ward	16	40	All	0' - 8045'	640.000	\$250	\$160,000	
65		Ward	16	40	All	Below 13500'	640.000	\$250	\$160,000	
66		Ward	17	1	All	0' - 8045'	653.000	\$250	\$163,250	
67		Ward	17	1	All	Below 13500'	653.000	\$250	\$163,250	
68		Ward	17	2	All	0' - 8045'	640.700	\$250	\$160,175	
69		Ward	17	2	All	Below 13500'	640.700	\$250	\$160,175	
70		Ward	17	4	E2	0' - 8045'	320.350	\$250	\$80,088	
71		Ward	17	4	NW & E2	Below 13500'	480.525	\$250	\$120,131	
72		Ward	17	4	SW	Below 7990'	160.175	\$250	\$40,044	
73		Ward	17	5	All	0' - 8045'	640.700	\$250	\$160,175	
74		Ward	17	5	E2	Below 13500'	320.350	\$250	\$80,088	
75		Ward	17	6	All	Below 13500'	640.700	\$250	\$160,175	
76		Ward	17	6	E2	0' - 8045'	320.350	\$250	\$80,088	
77		Ward	17	7	All	0' - 8045'	640.700	\$250	\$160,175	
78		Ward	17	7	All	Below 13500'	640.700	\$250	\$160,175	
79		Ward	17	16	All	Below 13500'	640.700	\$250	\$160,175	
80		Ward	17	17	All	Below 13500'	640.700	\$250	\$160,175	
81		Ward	17	18	E2	Below 13606'	320.350	\$250	\$80,088	
82		Ward	17	19	All	0' - 8045'	640.700	\$250	\$160,175	
83		Ward	17	19	All	Below 13500'	640.700	\$250	\$160,175	
84		Ward	17	20	All	0' - 8045'	653.400	\$250	\$163,350	
85		Ward	17	20	All	Below 13500'	653.400	\$250	\$163,350	
86		Ward	18	25	N2	Below 11697'	320.350	\$250	\$80,088	
87		Ward	18	25	\$2	Below 11850'	320.350	\$250	\$80,088	
88		Ward	18	26	N2	Below 11850'	320.350	\$250	\$80,088	
89		Ward	18	27	NW	Below 11850'	160.175	\$250	\$40,044	
90		Ward	18	35	E2	Below 11840'	320.350	\$250	\$80,088	
91		Ward	18	42	All	Below 13500'	367.819	\$250	\$91,955	
92		Loving	19	8	SESW	Dalaw 12500	40.044	\$500	\$20,022	
93		Winkler	20	13	E2 & SW & E2NW & SWNW	Below 12500'	600.656	\$250	\$150,164	
94		Winkler	20	23	W2	Below 12843'	320.350	\$250	\$80,088	
95		Winkler	20	24	All	Below 12500'	640.700	\$250	\$160,175	
96		Ward	20	43	W2	Below 11830'	320.350	\$250	\$80,088	
97		Ward	20	44	N2		320.350	\$500	\$160,175	
98		Ward	20	44	S2	Below 11950'	320.350	\$250	\$80,088	
99		Ward, Winkler	20	45	All	Below 12006'	640.700	\$250	\$160,175	
100		Winkler	21	1	All	Below 13500'	640.700	\$250	\$160,175	
101		Winkler	21	2	E2	Below 13500'	320.350	\$250	\$80,088	
102		Winkler	21	12	All	Below 13500'	640.700	\$250	\$160,175	
103		Winkler	21	13	All	Below 13500'	640.700	\$250	\$160,175	

								MINIM	UM BID
		.			- .	Depth	_		
Tract#	SubTract	Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total
104		Winkler	21	24	All	Below 13500'	640.700	\$250	\$160,175
105		Winkler	21	25	All	Below 13500'	640.700	\$250	\$160,175
106		Winkler	21	36	All	Below 13500'	640.700	\$250	\$160,175
107		Winkler	21	37	N2 & SE	Below 13500'	480.525	\$250	\$120,131
108		Andrews	1	13	NE	Below 8800'	164.750	\$375	\$61,781
109		Andrews	2	1	SE	Below 11030'	164.625	\$375	\$61,734
110		Andrews	2	5	NE	Below 11026'	164.400	\$375	\$61,650
111		Andrews	2	6	SE	Below 11000'	165.050	\$375	\$61,894
112		Andrews	3	1	All	Below 11614'	639.900	\$375	\$239,963
113		Andrews	3	4	All	Below 11608'	641.100	\$375	\$240,413
114		Andrews	3	5	E2 & SW	Below 11518'	480.825	\$375	\$180,309
115		Andrews	3	6	All	Below 11435'	646.000	\$375	\$242,250
116		Andrews	3	8	All	Below 11535'	641.100	\$375	\$240,413
117		Andrews	3	9	All	Below 11540'	641.100	\$375	\$240,413
118		Andrews	3	11	W2	Below 11500'	320.950	\$375	\$120,356
119		Andrews	3	15	W2	Below 11724'	320.250	\$375	\$120,094
120		Andrews	4	1	N2 & N2S2 & SWSW		519.919	\$1,500	\$779,879
121		Andrews	4	1	SWSE & SESW	Below 11498'	79.988	\$750	\$59,991
122		Andrews	4	3	N2		320.250	\$1,500	\$480,375
123	1	Andrews	4	4	E2NE	Below 11423'	80.138	\$750	\$60,104
123	2	Andrews	4	4	S2 & NW & W2NE		560.963	\$1,500	\$841,445
123	3	Andrews	4	5	All		641.100	\$1,500	\$961,650
123	4	Andrews	4	8	N2 & W2SW		400.688	\$1,500	\$601,032
123	5	Andrews	4	8	SE & E2SW	Below 11180'	240.413	\$750	\$180,310
123	6	Andrews	4	9	E2NE	Below 10616'	80.138	\$750	\$60,104
123	7	Andrews	4	9	S2 & NW & W2NE		560.963	\$1,500	\$841,445
123	8	Andrews	4	16	NW & E2SW		240.413	\$1,500	\$360,620
123	9	Andrews	4	16	W2SW	Below 11525'	80.138	\$750	\$60,104
123	10	Andrews	4	17	All		641.100	\$1,500	\$961,650
123	10	Andrews	4	18	S2 & NE		484.500	\$1,500	\$726,750
123	12	Andrews	4	19	All		646.000	\$1,500	\$969,000
123	13	Andrews	4	20	All	+ +	641.100	\$1,500	\$961,650
123	13	Andrews	4	20	N2 & SW		480.825	\$1,500	\$721,238
123	14	Andrews	4	21	NWNW	+ +	40.031	\$1,500	\$60,047
123	15	Andrews	4	27	All		641.100	\$1,500	\$961,650
123	10	Andrews	4	20	S2		320.550	\$1,500	\$480,825
123	17	Andrews	4	30	All	+ +	646.000	\$1,500	\$969,000
123	19	Andrews	4	31	N2 & SE	+ +	484.500	\$1,500	\$726,750
123	20	Andrews	4	32	N2 & 3L	+ +	320.550	\$1,500	\$480,825
123	20	Andrews	4	33	NE & E2SE	Below 11408'	240.413	\$1,500	\$180,310
123	21	Andrews	4	33	NWNW	DCIOW 11400	40.069	\$1,500	\$60,104

								MINIM	UM BID
						Depth			
Tract#	SubTract	Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total
124		Andrews	4	10	NW & N2NE		240.188	\$1,500	\$360,282
125		Andrews	4	10	S2NE	Below 11440'	80.063	\$750	\$60,047
126		Andrews	4	11	All		641.900	\$1,500	\$962,850
127		Andrews	4	12	NENW	Below 11392'	39.994	\$750	\$29,996
128		Andrews	4	12	SW & S2NW & NWNW		279.956	\$1,500	\$419,934
129		Andrews	4	13	W2	Below 11730'	319.950	\$750	\$239 <i>,</i> 963
130		Andrews	4	14	E2	Below 11593'	320.950	\$750	\$240,713
131		Andrews	4	23	NE	Below 11500'	160.475	\$750	\$120,356
132		Andrews	4	23	SE		160.475	\$1,500	\$240,713
133		Andrews	4	24	N2NW	Below 11522'	79.988	\$750	\$59,991
134		Andrews	4	24	SW & SWNW		199.969	\$1,500	\$299,954
135		Andrews	4	25	S2	Below 11745'	319.950	\$750	\$239,963
136		Andrews	4	27	E2W2 & SWNW & NWSW	Below 11412'	240.188	\$750	\$180,141
137		Andrews	4	35	E2	Below 11305'	320.950	\$750	\$240,713
138		Andrews	4	36	NW		159.975	\$1,500	\$239,963
139		Andrews	4	37	NE & N2NW & N2S2	Below 11650'	399.938	\$750	\$299,954
140		Andrews	4	37	S2NW		79.988	\$1,500	\$119,982
141		Andrews	4	37	S2S2		159.975	\$1,500	\$239,963
142		Andrews	4	38	All	Below 11501'	641.900	\$750	\$481,425
143		Andrews	4	39	All	Below 11500'	640.500	\$750	\$480,375
144		Andrews	4	40	NESE & S2SE	Below 11204'	120.206	\$750	\$90,155
145		Andrews	4	40	NWSE	Below 6050'	40.069	\$750	\$30,052
146		Andrews	4	40	S2NE	Below 6033'	80.138	\$750	\$60,104
147		Andrews	4	40	W2	Below 11615'	320.550	\$750	\$240,413
148		Andrews	4	42	SENW	Below 10900'	40.375	\$750	\$30,281
149		Andrews	4	42	W2W2 & NENW & SESW	Below 11458'	242.250	\$750	\$181,688
150	1	Andrews	5	1	All		647.300	\$1,500	\$970,950
150	2	Andrews	5	2	All		647.300	\$1,500	\$970,950
150	3	Andrews	5	3	All		647.300	\$1,500	\$970,950
150	4	Andrews	5	10	All		647.300	\$1,500	\$970 <i>,</i> 950
150	5	Andrews	5	11	S2		323.650	\$1,500	\$485,475
150	6	Andrews	5	12	E2		323.650	\$1,500	\$485,475
150	7	Andrews	5	13	All		647.300	\$1,500	\$970,950
150	8	Andrews	5	14	S2 & NE & E2NW		566.388	\$1,500	\$849,582
150	9	Andrews	5	14	W2NW	Below 11450'	80.913	\$750	\$60,685
150	10	Andrews	5	15	All		647.300	\$1,500	\$970,950
150	11	Andrews	5	22	E2E2		161.825	\$1,500	\$242,738
150	12	Andrews	5	23	N2 & N2SE		404.563	\$1,500	\$606,845
150	13	Andrews	5	24	S2NW		80.913	\$1,500	\$121,370

								MINIM	UM BID
	_					Depth			
Tract#	SubTract	Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total
151		Andrews	5	6	E2		323.650	\$1,500	\$485,475
152		Andrews	5	7	NW & N2SW		242.738	\$1,500	\$364,107
153		Andrews	5	7	S2SW	Below 4905'	80.913	\$750	\$60,685
154		Andrews	5	16	E2	Below 11600'	323.650	\$750	\$242,738
155		Andrews	5	16	W2	Below 11615'	323.650	\$750	\$242,738
156		Andrews	5	17	E2SE		80.913	\$1,500	\$121,370
157		Andrews	5	17	S2NE & W2SE	Below 11522'	161.825	\$750	\$121,369
158		Andrews	5	17	SENW & S2NENW & S2NWNE		80.913	\$1,500	\$121,370
159		Andrews	5	20	E2	Below 11604'	323.650	\$750	\$242,738
160		Andrews	5	21	W2 & S2SE & N2NE	Below 12100'	485.475	\$750	\$364,106
161		Andrews	5	22	W2E2	Below 11538'	161.825	\$750	\$121,369
162		Andrews	5	23	SW & S2SE	Below 11600'	242.738	\$750	\$182,054
163		Andrews	5	24	N2NW & SW	Below 11625'	242.738	\$750	\$182,054
164		Andrews	5	26	E2SW	Below 11455'	80.913	\$750	\$60,685
165		Andrews	5	26	N2 & E2SE	Below 11500'	404.563	\$750	\$303,422
166		Andrews	5	26	W2SE	Below 11607'	80.913	\$750	\$60,685
167		Andrews	5	26	W2SW		80.913	\$1,500	\$121,370
168		Andrews	5	28	All	Below 11540'	647.300	\$750	\$485,475
169		Andrews	5	29	All	Below 11613'	647.300	\$750	\$485,475
170		Andrews	5	31	E2NE		80.913	\$1,500	\$121,370
171		Andrews	5	32	All	Below 11570'	647.300	\$750	\$485,475
172		Andrews	5	34	N2 & E2SW	Below 11460'	404.563	\$750	\$303,422
173		Andrews	5	34	SE	Below 11530'	161.825	\$750	\$121,369
174		Andrews	5	34	W2SW		80.913	\$1,500	\$121,370
175		Andrews	5	35	S2 & NE	Below 11550'	485.475	\$750	\$364,106
176		Andrews	5	40	All	Below 12118'	647.300	\$750	\$485,475
177		Andrews	5	41	NE	Below 11600'	161.825	\$750	\$121,369
178		Gaines	6	1	E2 & SW & E2NW	Below 12129'	560.000	\$750	\$420,000
179	1	Andrews, Gaines	6	4	N2 & SE		480.000	\$1,500	\$720,000
179	2	Andrews, Gaines	6	5	N2 & SW & S2SE & NESE		600.000	\$1,500	\$900,000
179	3	Andrews	6	5	NWSE	Below 11510'	40.000	\$750	\$30,000
179	4	Andrews, Gaines	6	6	All		640.000	\$1,500	\$960,000
179	5	Andrews	6	7	All		640.000	\$1,500	\$960,000
179	6	Andrews	6	8	All		640.000	\$1,500	\$960,000
179	7	Andrews	6	9	All		640.000	\$1,500	\$960,000
179	8	Andrews	6	10	All		640.000	\$1,500	\$960,000
179	9	Andrews	6	20	All		640.000	\$1,500	\$960,000
179	10	Andrews	6	21	NE & E2E2NW	Below 11450'	200.000	\$750	\$150,000
179	11	Andrews	6	21	SE & E2E2SW	Below 11450'	200.000	\$750	\$150,000

								MINIM	UM BID
	_					Depth			_
Tract#		Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total
179	12	Andrews	6	21	W2W2 &		240.000	\$1,500	\$360,000
					W2E2W2				
179	13	Andrews	6	22	S2 & W2NW		400.000	\$1,500	\$600,000
180		Andrews, Gaines	6	13	E2NE	Below 10600'	80.000	\$750	\$60,000
181		Andrews, Gaines	6	13	W2NE & SE	Below 11350'	240.000	\$750	\$180,000
182		Andrews, Dawson,	6	14	All	Below 11500'	640.000	\$750	\$480,000
		Gaines, Martin						4	4
183		Martin	6	15	All	Below 11491'	640.000	\$750	\$480,000
184		Andrews, Martin	6	16	E2	Below 12300'	320.000	\$750	\$240,000
185		Andrews	6	23	All	Below 11650'	640.000	\$750	\$480,000
186		Martin	6	28	N2S2	Below 9200'	160.000	\$750	\$120,000
187		Martin	6	28	NW	Below 11451'	160.000	\$750	\$120,000
188		Andrews	6	32	NW & E2SW &	Below 11810'	400.000	\$750	\$300,000
					SE				
189		Andrews	6	32	W2SW	Below 11850'	80.000	\$750	\$60,000
190		Andrews	6	33	N2 & SW & E2SE	Below 11550'	560.000	\$750	\$420,000
191		Andrews	6	34	N2SW		80.000	\$1,500	\$120,000
192		Andrews	6	37	S2NW		80.000	\$1,500	\$120,000
193		Andrews	6	38	NE & N2NW	Below 11463'	240.000	\$750	\$180,000
194		Andrews	6	46	S2 & NW	Below 11452'	480.000	\$750	\$360,000
195		Andrews	6	48	E2NE	Below 10450'	80.000	\$750	\$60,000
196		Andrews	6	48	W2NE & SE	Below 11674'	240.000	\$750	\$180,000
197		Andrews	7	20	E2SE	Below 10418'	80.000	\$750	\$60,000
198		Andrews	8	4	All	Below 11599'	647.300	\$750	\$485,475
199		Andrews	8	5	SW		161.825	\$1,500	\$242,738
200		Andrews	8	6	S2NE		80.913	\$1,500	\$121,370
201		Andrews	8	8	E2NE		80.913	\$1,500	\$121,370
202		Andrews	8	8	NW		161.825	\$1,500	\$242,738
203		Andrews	8	8	W2NE	Below 11993'	80.913	\$750	\$60,685
204		Andrews	8	9	SE & S2NE		242.738	\$1,500	\$364,107
205		Andrews	8	9	W2SW		80.913	\$1,500	\$121,370
206		Andrews	8	13	N2NW	Below 10500'	80.913	\$750	\$60,685
207		Andrews	8	16	NW		161.825	\$1,500	\$242,738
208		Andrews	8	16	SW	Below 11360'	161.825	\$750	\$121,369
209		Andrews	8	18	All	Below 11822'	647.300	\$750	\$485,475
210		Andrews	9	2	S2		306.950	\$750	\$230,213
211		Andrews	9	3	S2		304.900	\$750	\$228,675
212		Andrews	9	29	N2SW	0' - 9455'	80.413	\$375	\$30,155
213		Andrews	9	29	N2SW	Below 11700'	80.413	\$375	\$30,155
214		Andrews	9	30	E2NE & NWSE & SWNE	Below 12557'	160.825	\$375	\$60,309
215		Andrews	9	30	E2SE & SWSE	0' - 9455'	120.619	\$375	\$45,232
216		Andrews	9	30	E2SE & SWSE	Below 11700'	120.619	\$375	\$45,232

								MINIM	IUM BID
					Part	Depth	_	_	
	SubTract	Counties	Blk	Sec		Restrictions	Acres	Per Acre	Total
217		Andrews	9	30	NWNE	0' - 9455'	40.206	\$375	\$15,077
218		Andrews	9	30	NWNE	Below 11700'	40.206	\$375	\$15,077
219		Andrews	9	30	NWNW	Below 4750'	40.206	\$375	\$15,077
220		Andrews	9	30	S2NW & NENW		120.619	\$750	\$90,464
221		Andrews	9	31	NW & E2SW & SE & E2NE	0' - 9455'	483.075	\$375	\$181,153
222		Andrews	9	31	NW & E2SW & SE & E2NE	Below 11700'	483.075	\$375	\$181,153
223		Andrews	9	31	W2NE	Below 12500'	80.513	\$375	\$30,192
224		Andrews	9	32	N2SW & NWSE	0' - 9455'	120.769	\$375	\$45,288
225		Andrews	9	32	N2SW & NWSE	Below 11700'	120.769	\$375	\$45,288
226		Andrews	9	32	SESE	0' - 9455'	40.256	\$375	\$15,096
227		Andrews	9	32	SESE	Below 11700'	40.256	\$375	\$15,096
228		Andrews	9	33	NWNW	0' - 9455'	40.256	\$375	\$15,096
229		Andrews	9	33	NWNW	Below 11700'	40.256	\$375	\$15,096
230		Andrews	9	36	SE		161.025	\$750	\$120,769
231		Andrews	9	41	NENW & NWNE	Below 11700'	80.513	\$375	\$30,192
232		Andrews	9	41	NENW & NWNE	4771' - 9455'	80.513	\$375	\$30,192
233		Andrews	9	41	SW & W2SE & SESE		281.794	\$750	\$211,346
234		Andrews	9	42	E2 & NESW & N2SESW		382.434	\$750	\$286,826
235		Andrews	9	43	NE & N2SE		238.575	\$750	\$178,931
236		Andrews	9	43	S2SE	Below 9526'	79.525	, \$375	\$29,822
237		Andrews	9	44	All		636.500	, \$750	\$477,375
238		Andrews	10	6	S2	Below 4957'	305.950	\$375	\$114,731
239		Andrews	10	7	S2		337.400	, \$750	\$253,050
240		Andrews	10	17	N2SE & NESW	Below 7100'	126.056	\$375	\$47,271
241		Andrews	10	17	S2S2 & NWSW		210.094	\$750	\$157,571
242		Andrews	10	20	NW		166.525	\$750	\$124,894
243	1	Andrews	10	21	All	Below 5100'	666.100	\$375	\$249,788
243	2	Andrews	10	22	NE & W2 & W2SE	Below 5100'	582.838	\$375	\$218,564
243	3	Andrews	10	27	W2	Below 5100'	330.300	\$375	\$123,863
243	4	Andrews	10	28	E2NW	Below 5800'	82.575	\$375	\$30,966
243	5	Andrews	10	33	E2	Below 5100'	330.750	\$375	\$124,031
243	6	Andrews	10	34	W2	Below 5100'	330.750	\$375	\$124,031
243	7	Andrews	10	28	NE	Below 5100'	165.150	\$375	\$61,931
244	1	Andrews	11	5	SE	Below 7685'	152.950	\$375	\$57,356
244	2	Andrews	11	5	W2	0' - 4660'	305.900	\$375	\$114,713
244	3	Andrews	11	5	W2	Below 7300'	305.900	\$375	\$114,713
244	4	Andrews	11	6	All	Below 7300'	451.300	\$375	\$169,238
244	5	Andrews	11	7	All	Below 7300'	497.700	\$375	\$186,638
244	6	Andrews	11	18	N2NE	Below 8654'	62.000	\$375	\$23,250

								MINIM	UM BID
					- .	Depth	_		
Tract#		Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total
244	7	Andrews	11	18	NW & S2NE & S2	Below 7300'	434.000	\$375	\$162,750
245	1	Andrews	11	19	All	Below 7300'	491.400	\$375	\$184,275
245	2	Andrews	11	20	S2		333.050	\$750	\$249,788
245	3	Andrews	11	21	E2SE	Below 7300'	83.263	\$375	\$31,224
245	4	Andrews	11	21	SW & W2SE		249.788	\$750	\$187,341
245	5	Andrews	11	28	E2SE	Below 7300'	82.575	\$375	\$30,966
245	6	Andrews	11	28	NENE	Below 7300'	41.288	\$375	\$15 <i>,</i> 483
245	7	Andrews	11	28	W2 & W2E2		495.450	\$750	\$371 <i>,</i> 588
245	8	Andrews	11	29	E2SE	Below 7300'	82.575	\$375	\$30,966
245	9	Andrews	11	29	W2 & NE & W2SE		578.025	\$750	\$433,519
245	10	Andrews	11	30	E2	Below 8000'	243.650	\$375	\$91,369
245	11	Andrews	11	30	W2		243.650	\$750	\$182,738
245	12	Andrews	11	31	N2NE & N2S2NE	Below 8000'	91.481	\$375	\$34,305
245	13	Andrews, Winkler	11	31	S2 & NW & S2S2NE		396.419	\$750	\$297,314
245	14	Andrews	11	32	E2E2	Below 7300'	165.375	\$375	\$62,016
245	15	Andrews	11	32	NW & NWNE		206.719	\$750	\$155,039
245	16	Andrews	11	32	SW	Below 4779'	165.375	\$375	\$62,016
246		Andrews	10	25	S2SE	Below 12281'	82.575	\$375	\$30,966
247		Andrews	10	28	W2NW	Below 9812'	82.575	\$375	\$30,966
248		Andrews	11	26	NE & E2NW	Below 8413'	247.725	\$375	\$92,897
249		Andrews	12	1	All		641.500	\$750	\$481,125
250		Andrews	11	26	SWNW		41.288	\$750	\$30,966
251		Andrews	12	2	All		645.300	\$750	\$483 <i>,</i> 975
252		Andrews	12	3	All		645.300	\$750	\$483 <i>,</i> 975
253		Andrews	12	4	All		645.300	\$750	\$483 <i>,</i> 975
254		Andrews	12	5	All		645.300	\$750	\$483,975
255		Andrews	12	6	All		642.000	\$750	\$481,500
256		Andrews	12	9	E2	Below 7270'	322.650	\$375	\$120,994
257		Andrews	12	9	W2		322.650	\$375	\$120,994
258		Andrews	12	10	E2W2E2W2 & E2E2W2 & SE & N2NE & SENE		403.313	\$750	\$302,485
259		Andrews	12	10	W2W2 & W2E2W2	Below 7333'	241.988	\$375	\$90,746
260		Andrews	12	12	All		634.100	\$750	\$475,575
261		Andrews	12	13	All		626.600	\$750	\$469,950
262		Andrews	12	15	E2NE		80.663	\$750	\$60,497
263		Andrews	12	15	SWNE	Below 7974'	40.331	\$375	\$15,124
264		Andrews	12	16	NW		161.325	\$750	\$120,994
265	1	Andrews	12	21	NENE	Below 7918'	40.388	\$375	\$15,146

								MINIM	UM BID
Tract#	SubTract	Counties	Blk	Sec	Part	Depth Restrictions	Acres	Per Acre	Total
265	2	Andrews	12	21	SE & S2NE &	Restrictions	282.713	\$750	\$212,035
205	2	Anurews	12	21	NWNE		202.715	\$750	ŞZ12,055
265	3	Andrews	12	28	All		646.200	\$750	\$484,650
265	4	Andrews	12	28	All		646.200	\$750	\$484,650
265	5	Andrews	12	30	All		642.900	\$750	\$482,175
265	6	Andrews	12	31	All		643.800	\$750	\$482,850
265	7	Andrews	12	32	All		647.200	\$750	\$485,400
265	8	Andrews	12	33	All		647.200	\$750	\$485,400
266		Andrews	12	25	NWNE	Below 8005'	39.106	\$375	\$14,665
267		Andrews	12	35	NE		161.800	\$750	\$121,350
268		Andrews	12	25	S2 & S2NE &		430.169	\$750	\$322,627
200					NENE		1001103	<i><i><i></i></i></i>	<i>4022)02,</i>
269		Andrews	12	36	E2	Below 7600'	314.000	\$375	\$117,750
270	1	Andrews	13	1	NWSW	Below 7372'	40.144	\$375	\$15,054
270	2	Andrews	13	1	SE & E2SW	Below 5100'	240.863	\$375	\$90,324
270	3	Andrews	13	1	SWSW		40.144	\$750	\$30,108
270	4	Andrews	13	12	All	Below 5000'	642.300	\$375	\$240,863
270	5	Andrews	14	21	All	Below 5021'	642.300	\$375	\$240,863
270	6	Andrews	14	22	All	Below 5100'	642.300	\$375	\$240,863
270	7	Andrews	14	23	All	Below 5100'	642.300	\$375	\$240,863
271	1	Andrews	13	11	NENE & S2NE	Below 5000'	120.375	\$375	\$45,141
271	2	Andrews	13	14	All	Below 5000'	642.000	\$375	\$240,750
271	3	Andrews	13	15	SE	Below 5000'	160.500	\$375	\$60,188
271	4	Andrews	13	22	W2NW		80.463	\$750	\$60,347
271	6	Andrews	13	23	SESE	Below 5000'	40.231	\$375	\$15,087
271	7	Andrews	13	23	W2 & N2SE & SWSE	Below 5000'	442.544	\$375	\$165,954
271	8	Andrews	13	26	W2	Below 4807'	321.850	\$375	\$120,694
272		Andrews	14	1	NE		161.000	\$750	\$120,750
273		Andrews	14	3	SWNW	Below 7135'	40.250	\$375	\$15,094
274		Andrews	14	12	SWSE	Below 8910'	40.250	\$375	\$15,094
275		Andrews	14	12	W2 & N2SE & SESE		442.750	\$750	\$332,063
276		Andrews	14	13	NESE	Below 8100'	40.250	\$375	\$15,094
277		Andrews	14	13	SW & S2SE &		281.750	\$750	\$211,313
278		Andrews	14	14	NWSE E2NW & NESW & W2SE	Below 5600'	200.719	\$375	\$75,270
279		Andrews	14	25	All	Below 5838'	642.300	\$375	\$240,863
280		Andrews	14	26	NWNE	Below 6100'	40.250	\$375	\$15,094
281		Andrews	14	26	SENE & N2SE & SWSE	Below 6100'	161.000	\$375	\$60,375
282	1	Crane	30	1	All		640.000	\$500	\$320,000
282	2	Crane	30	11	All		640.000	\$500	\$320,000

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Tract#		Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total
282	3	Crane	30	12	All		640.000	\$500	\$320,000
282	4	Crane	30	13	S2NE	Below 11510'	80.000	\$250	\$20,000
282	5	Crane	30	13	W2 & N2NE & SE		560.000	\$500	\$280,000
282	6	Crane	30	14	NE		160.000	\$500	\$80,000
283		Crane	30	3	NENE		40.000	\$500	\$20,000
284		Crane	30	4	NE		160.000	\$500	\$80,000
285		Crane	30	6	N2	Below 9528'	320.000	\$250	\$80,000
286		Crane	30	17	NE		160.000	\$500	\$80,000
287		Crane	30	19	W2	Below 3295'	320.000	\$250	\$80,000
288		Crane	30	20	SE		160.000	\$500	\$80,000
289		Crane	30	22	NE & N2SE & SESE & NESWSE		290.000	\$500	\$145,000
290		Crane	30	31	E2SE		80.000	\$500	\$40,000
291		Crane	30	42	E2NE		80.000	\$500	\$40,000
292		Crane	30	43	All		640.000	\$500	\$320,000
293		Crane, Upton	30	48	SW		160.000	\$500	\$80,000
294	1	Crane	31	4	NW & N2SW & SWSW		280.000	\$500	\$140,000
294	2	Crane	31	4	SESW	Below 8574'	40.000	\$250	\$10,000
294	3	Crane	31	5	All	Below 7986'	640.000	\$250	\$160,000
294	4	Crane	31	6	N2 & SW		480.000	\$500	\$240,000
294	5	Crane	31	7	All		640.000	\$500	\$320,000
294	6	Crane	31	8	N2N2NE & N2NENW	Below 7986'	60.000	\$250	\$15,000
294	7	Crane	31	8	S2 & S2N2 & S2N2N2 & N2NWNW		580.000	\$500	\$290,000
294	8	Crane	31	9	W2 & NE		480.000	\$500	\$240,000
294	9	Crane	31	10	W2		320.000	\$500	\$160,000
294	10	Crane	31	15	NW		160.000	\$500	\$80,000
294	11	Crane	31	16	N2 & SE		480.000	\$500	\$240,000
295		Crane	31	15	E2NE	Below 3370'	80.000	\$250	\$20,000
296		Crane	31	15	W2NE	Below 9120'	80.000	\$250	\$20,000
297		Crane	31	16	W2SW	Below 9438'	80.000	\$250	\$20,000
298		Crane	31	31	S2 & NE & E2NW		560.000	\$500	\$280,000
299		Crane	31	31	W2NW	Below 9920'	80.000	\$250	\$20,000
300		Crane	31	41	W2W2		160.000	\$500	\$80,000
301		Crane	31	43	N2 & SE & N2SW		560.000	\$500	\$280,000
302		Crane	31	43	S2SW	Below 9450'	80.000	\$250	\$20,000
303		Crane	31	44	All		640.000	\$500	\$320,000
304		Crane	31	45	S2 & NW		480.000	\$500	\$240,000

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Tract#	SubTract	Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total	
305		Crane	31	46	S2 & NE & E2NW		560.000	\$500	\$280,000	
306		Crane	31	46	W2NW	Below 9500'	80.000	\$250	\$20,000	
307		Crane	31	47	E2NE	Below 3104'	80.000	\$250	\$20,000	
308		Crane	31	47	E2SW & SWSE		120.000	\$500	\$60,000	
309		Crane	31	47	E2SW & SWSE & NESE		160.000	\$500	\$80,000	
310		Crane	31	47	NESE		40.000	\$500	\$20,000	
311		Crane	31	47	NWSE	Below 3200'	40.000	\$250	\$10,000	
312		Crane	31	47	SESE	Below 3200'	40.000	\$250	\$10,000	
313		Crane	31	47	W2NE	Below 9185'	80.000	\$250	\$20,000	
314		Crane	31	47	W2SW	Below 9100'	80.000	\$250	\$20,000	
315		Ector	35	5	E2 & E2NW		402.375	\$500	\$201,188	
316		Ector, Crane	35	10	All		643.800	\$500	\$321,900	
317		Ector, Crane	35	12	E2		328.750	\$500	\$164,375	
318		Reagan	2	3	NW		164.625	\$3,000	\$493,875	
319		Upton	3	28	SE		164.925	\$3,000	\$494,775	
320		Upton, Reagan	3	30	S2		329.850	\$3,000	\$989,550	
321		Upton	3	32	N2		328.100	\$3,000	\$984,300	
322		Upton	3	34	S2		327.650	\$3,000		
323		Upton	4	16	NW		163.825	\$3,000	\$491,475	
324		Upton	4	21	N2 & SW		491.475	\$3,000		
325		Upton	4	22	S2		327.650	\$3,000	\$982,950	
326		Upton	4	26	W2		327.650	\$3,000		
327		Upton	4	27	N2		327.650	\$3,000	\$982,950	
328		Upton	4	28	N2 & SE		491.475	\$3,000		
330		Crockett	5	25	N2SE & E2NE		172.300	\$3,000	\$516,900	
331		Crockett	5	26	SE & S2S2NE		204.125	\$3,000		
332		Crockett	5	36	E2 & S2SW & NWSW		538.863	\$3,000		
333		Reagan	6	8	SE		163.300	\$3,000	\$489,900	
334		Reagan	6	18	SW		163.300	\$3,000	\$489,900	
335		Reagan	7	7	NE		159.875	\$3,000		
336		Reagan	7	17	S2 & NE & S2NW		565.425	\$3,000		
337		Reagan	8	34	W2NE		80.188	\$3,000	\$240,564	
338		Reagan	9	4	E2		322.900	\$3,000		
339		Reagan	9	24	S2		326.250	\$3,000		
340		Reagan	9	36	SE		163.125	\$3,000		
341		Reagan	11	7	NW		164.225	\$3,000		
342	1	Crockett	13	1	All		649.200	\$500		
342	2	Crockett	13	2	N2 & SE		486.525	\$500	\$243,263	
342	3	Crockett	13	2	SW	Below 9685'	162.175	\$250		
342	4	Crockett	13	3	All		648.700	\$500		

								MINIM	UM BID
_	Depth			
Tract#		Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total
342	5	Crockett	13	4	All		649.700	\$500	\$324,850
342	6	Crockett	13	5	All		649.700	\$500	\$324,850
342	7	Crockett	13	6	All		650.000	\$500	\$325,000
342	8	Crockett	13	7	All		640.000	\$500	\$320,000
342	9	Crockett	13	8	All		640.000	\$500	\$320,000
342	10	Crockett	13	9	All		640.000	\$500	\$320,000
343	1	Crockett	14	1	All		667.200	\$500	\$333,600
343	2	Crockett	14	2	All		669.200	\$500	\$334,600
343	3	Crockett	14	3	All		664.500	\$500	\$332,250
343	4	Crockett	14	4	All		647.800	\$500	\$323,900
344	1	Crockett	14	5	All		647.800	\$500	\$323,900
344	2	Crockett, Upton	14	6	All		647.800	\$500	\$323,900
344	3	Upton	14	7	All		647.800	\$500	\$323,900
344	4	Upton	14	8	All		647.800	\$500	\$323,900
344	5	Upton	14	9	All		647.800	\$500	\$323,900
344	6	Upton	14	10	All		647.800	\$500	\$323,900
344	7	Upton, Crockett	14	11	All		647.800	\$500	\$323,900
344	8	Crockett	14	12	E2		323.900	\$500	\$161,950
344	9	Crockett	14	17	E2SE		80.975	\$500	\$40,488
344	10	Crockett	14	17	N2N2		161.950	\$500	\$80,975
344	11	Crockett	14	17	SW & W2SE &	Below 1750'	404.875	\$250	\$101,219
					S2N2				
344	12	Crockett	14	18	SW		161.950	\$500	\$80,975
344	13	Upton	14	19	NW		161.950	\$500	\$80,975
344	14	Upton	14	20	All		647.800	\$500	\$323,900
345	1	Upton	15	1	All		647.800	\$500	\$323,900
345	2	Upton	15	2	All		647.800	\$500	\$323,900
345	3	Upton	15	3	All		647.800	\$500	\$323,900
345	4	Upton	15	4	All		647.800	\$500	\$323,900
345	5	Upton	15	5	All		647.800	\$500	\$323,900
345	6	Upton	15	6	All		647.800	\$500	\$323,900
345	7	Upton	15	7	All		647.800	\$500	\$323,900
345	8	Upton	15	8	All		647.800	\$500	\$323,900
345	9	Upton	15	9	All		647.800	\$500	\$323,900
346	1	Upton	15	10	All		647.800	\$500	\$323,900
346	2	Upton	15	11	All		647.800	\$500	\$323,900
346	3	Upton	15	12	All		647.800	\$500	\$323,900
346	4	Upton	15	13	All		647.800	\$500	\$323,900
346	5	Upton	15	14	All		647.800	\$500	\$323,900
346	6	Upton	15	15	All		647.800	\$500	\$323,900
346	7	Upton	15	16	All		647.800	\$500	\$323,900
346	8	Upton	15	17	SW & NE &		485.850	\$500	\$242,925
					E2NW & W2SE				
346	9	Upton	15	17	W2NW & E2SE	Below 10065'	161.950	\$1,500	\$242,925

								MINIM	UM BID
						Depth			
Tract#		Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total
346	10	Upton	15	18	W2		323.900	\$3,000	\$971,700
347		Upton	58	10	S2S2S2NE		20.213	\$3,000	\$60,639
348		Upton	58	11	NW		161.775	\$3,000	\$485,325
349		Reagan	58	27	SW		159.600	\$3,000	\$478,800
350		Reagan	58	31	S2		319.800	\$3,000	\$959,400
351		Reagan	43	6	E2NW	Below 7382'	83.763	\$500	\$41,882
352		Reagan	43	6	W2NW	Below 7083'	83.763	\$500	\$41,882
353		Crockett	47	21	S2NW & NENW & N2NE & SWNE		248.250	\$1,000	\$248,250
354		Reagan	48	1	SESE	Below 2675'	41.619	\$500	\$20,810
355		Reagan	49	6	S2SW		83.263	\$1,000	\$83,263
356		Crockett	50	6	SWSE		39.331	\$1,000	\$39,331
357		Irion, Schleicher	53	2	W2 & NE & N2SE		519.488	\$1,000	\$519,488
358		Irion, Schleicher	53	3	E2		304.350	\$1,000	\$304,350
359		Schleicher	53	8	NW		165.875	\$1,000	\$165,875
360		Schleicher	53	13	W2		331.750	\$1,000	\$331,750
361		Schleicher	53	18	NE & N2SE & SWSE		290.281	\$1,000	\$290,281
362		Schleicher	53	21	NE & S2NW & NENW		290.281	\$1,000	\$290,281
363		Schleicher	53	22	E2		331.750	\$1,000	\$331,750
364		Schleicher	54	21	All		676.300	\$1,000	\$676,300
365		Schleicher	55	1	NE & E2NW & SWNW		290.281	\$1,000	\$290,281
366		Schleicher	55	11	SE		165.875	\$1,000	\$165,875
367		Schleicher	55	20	All		663.500	\$1,000	\$663,500
368		Crockett, Schleicher	56	7	N2		340.850	\$500	\$170,425
369		Crockett	56	10	E2		350.800	\$500	\$175,400
370		Crockett	56	11	NE		165.575	\$500	\$82,788
371		Crockett	56	12	W2		329.500	\$500	\$164,750
372		Crockett	56	13	N2		329.350	\$500	\$164,675
373		Schleicher	56	16	All		643.400	\$500	\$321,700
374		Crockett, Schleicher	56	17	All		643.400	\$500	\$321,700
375		Crockett, Schleicher	56	23	All		653.100	\$500	\$326,550
376		Schleicher	56	24	All		637.900	\$500	\$318,950
377		Schleicher	57	2	S2 & NW		497.625	\$500	\$248,813
378		Schleicher	57	3	E2		331.750	\$500	\$165,875
379		Schleicher	57	4	All		663.500	\$500	\$331,750
380		Schleicher	57	5	E2 & E2W2		505.425	\$500	\$252,713
381		Schleicher	57	6	SE & S2NE & NENE & E2NW & NESW		431.188	\$500	\$215,594

								MINIMUM BID		
Tract#	SubTract	Counties	Blk	Sec	Part	Depth Restrictions	Acres	Per Acre	Total	
382		Schleicher	57	7	All		681.700	\$500	\$340,850	
383		Schleicher	57	8	E2		340.850	\$500	\$170,425	
384		Schleicher	57	9	W2		340.850	\$500	\$170,425	
385		Schleicher	57	10	All		681.700	\$500	\$340,850	
386		Schleicher	57	11	All		645.300	\$500	\$322,650	
387		Schleicher	57	12	W2		322.650	\$500	\$161,325	
388		Schleicher	57	13	E2		322.650	\$500	\$161,325	
389		Schleicher	57	14	All		645.300	\$500	\$322,650	
390		Schleicher	57	15	E2		325.400	\$500	\$162,700	
391		Schleicher	57	16	All		646.600	\$500	\$323,300	
392		Schleicher	57	17	W2		321.700	\$500	\$160,850	
393		Schleicher	57	18	All		643.400	\$500	\$321,700	
394		Schleicher	57	19	All		643.400	\$500	\$321,700	
395		Schleicher	57	20	All		643.400	\$500	\$321,700	
396		Schleicher	57	21	All		622.700	\$500	\$311,350	
397		Schleicher	57	22	All		607.500	\$500	\$303,750	
398		Schleicher	57	24	\$2		302.400	\$500	\$151,200	
399		Schleicher	57	25	All		608.000	\$500	\$304,000	
400		Crockett	29	32	S2		320.000	\$500	\$160,000	
401		Crockett	29	33	All		640.000	\$500	\$320,000	
402		Crockett	29	34	All		640.000	\$500	\$320,000	
403		Crockett	30	3	All		640.000	\$500	\$320,000	
404		Crockett	30	4	N2		320.000	\$500	\$160,000	
405		Crockett	30	8	N2		320.000	\$500	\$160,000	
406		Crockett	30	9	E2NE & E2W2NE & E2W2W2NE & S2		460.000	\$500	\$230,000	
407		Crockett	30	9	NW & W2W2W2NE	Below 7540'	180.000	\$250	\$45,000	
408		Crockett	30	10	E2E2 & E2W2E2 & E2W2W2E2		280.000	\$500	\$140,000	
409		Crockett	30	10	W2 & W2W2W2E2	Below 7540'	360.000	\$250	\$90,000	
410		Terrell	37	7	All		640.000	\$250	\$160,000	
411		Terrell	37	8	All		640.000	\$250	\$160,000	
412		Terrell	37	9	All		640.000	\$250	\$160,000	
413		Terrell	37	10	All		640.000	\$250	\$160,000	
414		Pecos	16	1	All		652.200	\$500	\$326,100	
415		Pecos	16	2	All		659.780	\$500	\$329,890	
416		Pecos	16	3	E2 & NW & E2E2SW		536.071	\$500	\$268,036	
417		Pecos	16	4	E2NE		82.473	\$500	\$41,237	

								MINIMUM BID		
Tract#	SubTract	Counties	Blk	Sec	Part	Depth Restrictions	Acres	Per Acre	Total	
418		Pecos	16	5	S2 & NW & W2NE		577.308	\$500	\$288,654	
419		Pecos	16	6	S2 & NW & W2NE		577.308	\$500	\$288,654	
420		Pecos	16	7	All		659.780	\$500	\$329,890	
421		Pecos	16	8	NW & N2SW & SWSW		288.654	\$500	\$144,327	
422		Pecos	16	8	S2SE		82.473	\$500	\$41,237	
423		Pecos	16	10	N2NW		82.473	\$500	\$41,237	
424		Pecos	16	10	SE & S2SW & S2NE		329.890	\$500	\$164,945	
425		Pecos	16	11	All		659.780	\$500	\$329,890	
426		Pecos	16	12	All		637.050	\$500	\$318,525	
427		Pecos	16	15	All		659.780	\$500	\$329,890	
428		Pecos	16	16	All		659.780	\$500	\$329,890	
429		Pecos	16	17	All		659.780	\$500	\$329,890	
430		Pecos	16	18	S2 & NE & S2NW		577.308	\$500	\$288,654	
431		Pecos	16	19	All		659.780	\$500	\$329,890	
432		Pecos	16	20	All		659.780	\$500	\$329,890	
433		Pecos	16	21	All		659.780	\$500	\$329,890	
434		Pecos	16	22	All		659.780	\$500	\$329,890	
435		Pecos	16	25	N/302.935 acres		302.935	\$500	\$151,468	
436		Pecos	16	25	S2SW & NESW & N2NWSW & SENWSW		138.654	\$500	\$69,327	
437		Pecos	16	26	W2		329.890	\$500	\$164,945	
438		Pecos	16	27	All		659.780	\$500	\$329,890	
439		Pecos	16	28	N2 & SE & NESW		536.071	\$500	\$268,036	
440		Pecos	16	29	N2N2 & N2S2 & SENE & SESE		412.363	\$500	\$206,182	
441		Pecos	16	30	N2 & SE & N2SW		577.308	\$500	\$288,654	
442		Pecos	16	32	SESE		41.236	\$500	\$20,618	
443		Pecos	16	33	NE & S2S2 & NESE		371.126	\$500	\$185,563	
444		Pecos	16	34	All		659.780	\$500	\$329,890	
445		Pecos	16	35	All		659.780	\$500	\$329,890	
446		Pecos	16	36	All		576.440	\$500	\$288,220	

								MINIM	UM BID
Tract#	SubTract	Counties	Blk	Sec	Part	Depth Restrictions	Acres	Per Acre	Total
447		Pecos	17	1	W2 & W2E2 &		556.730	\$500	\$278,365
					SESE &				
					W2W2E2E2 &				
					E2E2E2E2 &				
					W2SENESE &				
					E2SWNESE				
448		Pecos	17	2	All		686.850	\$500	\$343,425
449		Pecos	17	3	W2SW		85.856	\$500	\$42,928
450		Pecos	17	7	All		650.330	\$500	\$325,165
451		Pecos	17	8	All		650.420	\$500	\$325,210
452		Pecos	17	9	All		650.470	\$500	\$325,235
453		Pecos	17	10	S307.055		307.055	\$500	\$153 <i>,</i> 528
454		Pecos	17	11	All		650.460	\$500	\$325,230
455		Pecos	17	12	NWNW &		96.706	\$500	\$48 <i>,</i> 353
					W2NENW &				
					W2E2NENW &				
					NENENENW &				
					SESENENW &				
					N2N2NWNE &				
					S2SWNWNE &				
					N2NWNENE &				
					E2NENE				
456		Pecos	17	12	S2 & S2N2		403.643	\$500	\$201,822
457		Pecos	18	1	All		659.780	\$500	\$329,890
458		Pecos	18	2	All		659.780	\$500	\$329,890
459		Pecos	18	3	All		659.780	\$500	\$329,890
460		Pecos	18	4	All		659.780	\$500	\$329,890
461		Pecos	18	5	All		659.780	\$500	\$329,890
462		Pecos	18	6	All		659.780	\$500	\$329,890
463		Pecos	18	7	All		659.780	\$500	\$329,890
464		Pecos	18	8	All		659.780	\$500	\$329,890
465		Pecos	18	9	All		659.780	\$500	\$329,890
466		Pecos	18	10	All		659.780	\$500	\$329,890
467		Pecos	18	14	N2NW & SENW		123.709	\$500	\$61,855
468		Pecos	18	14	NWSW		41.236	\$500	\$20,618
469		Pecos	18	15	N2NE & SWNE		123.709	\$500	\$61,855
470		Pecos	18	15	NWNW		41.236	\$500	\$20,618
471		Pecos	18	15	SW & S2SE		247.418	\$500	\$123,709
472		Pecos	18	16	All		659.780	\$500	\$329,890
473		Pecos	18	17	All		659.780	\$500	\$329,890
474		Pecos	18	18	All		659.780	\$500	\$329,890
475		Pecos	18	19	All		663.800	\$500	\$331,900
476		Pecos	18	20	All		686.850	\$500	\$343,425
477		Pecos	18	21	All		686.850	\$500	\$343,425

								MINIMUM BID		
Tract#	SubTract	Counties	Blk	Sec	Part	Depth Restrictions	Acres	Per Acre	Total	
478		Pecos	18	22	N2 & SE & S2SW & NWSW		643.922	\$500	\$321,961	
479		Pecos	18	23	N2SE & N2NE & SENE		214.641	\$500	\$107,321	
480		Pecos	18	23	NWNW		42.928	\$500	\$21,464	
481		Pecos	18	23	W2SW		85.856	\$500	\$42,928	
482		Pecos	18	25	All		682.390	\$500	\$341,195	
483		Pecos	18	26	All		686.850	\$500	\$343,425	
484		Pecos	18	27	All		686.850	\$500	\$343,425	
485		Pecos	18	28	All		686.850	\$500	\$343,425	
486		Pecos	18	29	All		686.850	\$500	\$343,425	
487		Pecos	18	30	All		686.850	\$500	\$343,425	
488		Pecos	18	32	All		617.120	\$500	\$308,560	
489		Pecos	18	33	All		617.270	\$500	\$308,635	
490		Pecos	18	34	All		617.450	\$500	\$308,725	
491		Pecos	18	35	All		617.640	\$500	\$308,820	
492		Pecos	18	36	All		535.420	\$500	\$267,710	
493		Pecos	19	1	NE/144.72 acres		144.720	\$500	\$72,360	
494		Pecos	19	2	All		833.900	\$500	\$416,950	
495		Pecos	19	5	W2SW		99.675	\$500	\$49,838	
496		Pecos	19	6	W2		320.000	\$500	\$160,000	
497		Pecos	19	9	All		671.500	\$500	\$335,750	
498		Pecos	19	10	SW		167.875	\$500	\$83,938	
499		Pecos	19	11	All		671.500	\$500	\$335,750	
500		Pecos	19	18	N2S2		167.875	\$500	\$83,938	
501		Pecos	20	1	All		803.700	\$500	\$401,850	
502		Pecos	20	2	N2		322.550	\$500	\$161,275	
503		Pecos	20	3	S2 & NW & S2NE & NENE		604.781	\$500	\$302,391	
504		Pecos	20	4	All		645.100	\$500	\$322,550	
505		Pecos	20	5	All		645.100	\$500	\$322,550	
506		Pecos	20	6	S2		401.850	\$500	\$200,925	
507		Pecos	20	7	NE & S2NW & NWNW		351.619	\$500	\$175,810	
508		Pecos	20	8	All		534.400	\$500	\$267,200	
509		Pecos	20	9	All		576.800	\$500	\$288,400	
510		Pecos	20	12	All		660.000	\$500	\$330,000	
511		Pecos	20	13	All		367.760	\$500	\$183,880	
512		Pecos	20	15	All		659.780	\$500	\$329,890	
513		Pecos	20	16	All		659.780	\$500	\$329,890	
514		Pecos	20	17	All		659.780	\$500	\$329,890	
515		Pecos	20	18	All		659.780	\$500	\$329,890	
516		Pecos	21	1	All	0' - 4800'	640.000	\$250	\$160,000	

								MINIMUM BID		
	<u> </u>	Counting			- .	Depth	_			
Tract#	SubTract	Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total	
517		Pecos	21	1	All	Below 13200'	640.000	\$250	\$160,000	
518		Pecos	21	2	All	0' - 4800'	640.000	\$250	\$160,000	
519		Pecos	21	2	All	Below 13200'	640.000	\$250	\$160,000	
520		Pecos	21	3	All	0' - 4800'	640.000	\$250	\$160,000	
521		Pecos	21	3	All	Below 13200'	640.000	\$250	\$160,000	
522		Pecos	21	4	All	0' - 4800'	640.000	\$250	\$160,000	
523		Pecos	21	4	All	Below 13200'	640.000	\$250	\$160,000	
524		Pecos	21	5	All	0' - 4800'	640.000	\$250	\$160,000	
525		Pecos	21	5	All	Below 13200'	640.000	\$250	\$160,000	
526		Pecos	21	6	All	0' - 4800'	640.000	\$250	\$160,000	
527		Pecos	21	6	All	Below 13200'	640.000	\$250	\$160,000	
528		Pecos	21	7	All	0' - 4800'	640.000	\$250	\$160,000	
529		Pecos	21	7	All	Below 13200'	640.000	\$250	\$160,000	
530		Pecos	21	8	All	0' - 4800'	640.000	\$250	\$160,000	
531		Pecos	21	8	All	Below 13200'	640.000	\$250	\$160,000	
532		Pecos	21	9	All	0' - 4800'	640.000	\$250	\$160,000	
533		Pecos	21	9	All	Below 13200'	640.000	\$250	\$160,000	
534		Pecos	21	10	All	0' - 4800'	640.000	\$250	\$160,000	
535		Pecos	21	10	All	Below 13200'	640.000	\$250	\$160,000	
536		Pecos	21	11	All	0' - 4800'	640.000	\$250	\$160,000	
537		Pecos	21	11	All	Below 13200'	640.000	\$250	\$160,000	
538		Pecos	21	12	All	0' - 4800'	640.000	\$250	\$160,000	
539		Pecos	21	12	All	Below 13200'	640.000	\$250	\$160,000	
540		Pecos	21	13	All	0' - 4800'	640.000	\$250	\$160,000	
541		Pecos	21	13	All	Below 13200'	640.000	\$250	\$160,000	
542		Pecos	21	14	All	0' - 4800'	640.000	\$250	\$160,000	
543		Pecos	21	14	All	Below 13200'	640.000	\$250	\$160,000	
544		Pecos	21	15	All	0' - 4800'	640.000	\$250	\$160,000	
545		Pecos	21	15	All	Below 13200'	640.000	\$250	\$160,000	
546		Pecos	21	16	All	0' - 4800'	640.000	\$250	\$160,000	
547		Pecos	21	16	All	Below 13200'	640.000	\$250	\$160,000	
548		Pecos	21	17	All	0' - 4800'	640.000	\$250	\$160,000	
549		Pecos	21	17	All	Below 13200'	640.000	\$250	\$160,000	
550		Pecos	21	18	All	0' - 4800'	640.000	\$250	\$160,000	
551		Pecos	21	18	All	Below 13200'	640.000	\$250	\$160,000	
552		Pecos	21	19	All	0' - 4800'	640.000	\$250	\$160,000	
553		Pecos	21	19	All	Below 13200'	640.000	\$250	\$160,000	
554		Pecos	21	20	All	0' - 4800'	640.000	\$250	\$160,000	
555		Pecos	21	20	All	Below 13200'	640.000	\$250	\$160,000	
556		Pecos	21	21	All	0' - 4800'	640.000	\$250	\$160,000	
557		Pecos	21	21	All	Below 13200'	640.000	\$250	\$160,000	
558		Pecos	21	22	All	0' - 4800'	640.000	\$250	\$160,000	
559		Pecos	21	22	All	Below 13200'	640.000	\$250	\$160,000	
560		Pecos	22	1	All	0' - 4800'	640.000	\$250	\$160,000	

								MINIMUM BID		
Tuo ot#	CubTract	Counties	Blk	Saa	Part	Depth Restrictions	Aaroo	Don Asna	Total	
Tract#	SubTract			Sec			Acres	Per Acre	Total	
561		Pecos	22	1	All	Below 13200'	640.000	\$250	\$160,000	
562		Pecos	22	2	All	0' - 4800'	640.000	\$250	\$160,000	
563		Pecos	22	2	All	Below 13200'	640.000	\$250	\$160,000	
564		Pecos	22	3	All	0' - 4800'	640.000	\$250	\$160,000	
565		Pecos	22	3	All	Below 13200'	640.000	\$250	\$160,000	
566	1	Pecos	22	4	All		640.000	\$1,000	\$640,000	
566	2	Pecos	22	5 6	All		640.000	\$1,000	\$640,000	
566 566	3	Pecos	22	б 7	All		640.000	\$1,000	\$640,000	
	4 5	Pecos		7 8	All		640.000	\$1,000	\$640,000	
566 566		Pecos	22	8 9	All		640.000 640.000	\$1,000 \$1,000	\$640,000	
566	6 7	Pecos	22	9 16				. ,	\$640,000	
566	8	Pecos	22	16	All		640.000 640.000	\$1,000 \$1,000	\$640,000 \$640,000	
566	<u> </u>	Pecos Pecos	22	17	All		640.000	\$1,000	\$640,000	
567	3	Pecos	22	18	All	0' - 4800'	640.000	\$1,000	\$840,000 \$320,000	
568		Pecos	22	10	All	Below 13200'	640.000	\$500	\$320,000	
569		Pecos	22	10	All	0' - 4800'	640.000	\$500	\$320,000	
570		Pecos	22	11	All	Below 13200'	640.000	\$500	\$320,000	
571		Pecos	22	11	All	0' - 4800'	640.000	\$500	\$320,000	
572		Pecos	22	12	All	Below 13200'	640.000	\$500	\$320,000	
573		Pecos	22	13	All	Delow 13200	640.000	\$1,000	\$640,000	
574		Pecos	22	14	All		640.000	\$1,000	\$640,000	
575		Pecos	22	15	All		640.000	\$1,000	\$640,000	
576		Pecos	23	1	All	0' - 4800'	640.000	\$500	\$320,000	
577		Pecos	23	1	All	Below 13200'	640.000	\$500	\$320,000	
578		Pecos	23	2	All	0' - 4800'	640.000	\$500	\$320,000	
579		Pecos	23	2	All	Below 13200'	640.000	\$500	\$320,000	
580	1	Pecos	23	3	All		640.000	\$1,000	\$640,000	
580	2	Pecos	23	10	All		640.000	\$1,000	\$640,000	
580	3	Pecos	23	11	All		640.000	\$1,000	\$640,000	
581	-	Pecos	23	12	All	0' - 4800'	640.000	\$500	\$320,000	
582		Pecos	23	12	All	Below 13200'	640.000	\$500	\$320,000	
583	1	Pecos	23	13	All		640.000	\$1,000	\$640,000	
583	2	Pecos	23	14	All		640.000	\$1,000	\$640,000	
583	3	Pecos	23	23	All		640.000	\$1,000	\$640,000	
583	4	Pecos	23	24	All		640.000	\$1,000	\$640,000	
583	5	Pecos	23	25	All		640.000	\$1,000	\$640,000	
583	6	Pecos	23	26	All		640.000	\$1,000	\$640,000	
583	7	Pecos	23	27	All		640.000	\$1,000	\$640,000	
584		Pecos	23	28	NE	Below 9415'	160.000	\$500	\$80,000	
585		Pecos	23	28	S2 & NW		480.000	\$1,000	\$480,000	
586		Pecos	23	29	N2 & SW		480.000	\$1,000	\$480,000	
587		Pecos	23	29	SE	Below 9615'	160.000	\$500	\$80,000	
588		Pecos	23	30	NE	Below 9285'	160.000	\$500	\$80,000	

								MINIMUM BID		
					_ .	Depth	_			
Tract#	SubTract	Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total	
589		Pecos	23	30	S2 & NW		480.000	\$1,000	\$480,000	
590		Pecos	23	31	NW	Below 9605'	160.000	\$500	\$80,000	
591		Pecos	23	31	S2 & NE		480.000	\$1,000	\$480,000	
592		Pecos	23	32	NE	Below 12594'	160.000	\$500	\$80,000	
593		Pecos	23	32	NE & S2		480.000	\$1,000	\$480,000	
594		Pecos	23	33	NW	Below 9407'	160.000	\$500	\$80,000	
595		Pecos	23	33	S2 & NE		480.000	\$1,000	\$480,000	
596		Pecos	23	34	All	0' - 4800'	640.000	\$500 ¢500	\$320,000	
597		Pecos	23	34	All	Below 13200'	640.000	\$500 ¢500	\$320,000	
598		Pecos	23	35	All	0' - 4800' Below 13200'	640.000	\$500 ¢500	\$320,000	
599		Pecos	23	35		0' - 4800'	640.000	\$500	\$320,000	
600 601		Pecos	23 23	36 36	All	Below 13200'	640.000	\$500 \$500	\$320,000	
601		Pecos	23	36 1	All	0' - 4800'	640.000 640.000	\$500 \$500	\$320,000	
602		Pecos	24	1	All	Below 13200'	640.000	\$500	\$320,000 \$320,000	
603		Pecos	24	2	All	0' - 4800'	640.000	\$500	\$320,000	
604		Pecos	24	2	All	Below 13200'	640.000	\$500	\$320,000	
605		Pecos	24	2	All	0' - 4800'	640.000	\$500	\$320,000	
607		Pecos Pecos	24	3	All	Below 13200'	640.000	\$500	\$320,000	
608	1	Pecos	24	4	All	BEIOW 15200	640.000	\$500	\$320,000	
608	2	Pecos	24	4	All		640.000	\$500	\$320,000	
608	3	Pecos	24	8	All		640.000	\$500	\$320,000	
608	4	Pecos	24	9	All		640.000	\$500	\$320,000	
608	5	Pecos	24	17	All		640.000	\$500	\$320,000	
608	6	Pecos	24	18	All		640.000	\$500	\$320,000	
609	0	Pecos	24	10	All	0' - 4800'	640.000	\$250	\$160,000	
610		Pecos	24	10	All	Below 13200'	640.000	\$250	\$160,000	
611		Pecos	24	11	All	0' - 4800'	640.000	\$250	\$160,000	
612		Pecos	24	11	All	Below 13200'	640.000	\$250	\$160,000	
613		Pecos	24	12	All	0' - 4800'	640.000	\$250	\$160,000	
614		Pecos	24	12	All	Below 13200'	640.000	\$250	\$160,000	
615		Pecos	24	13	All		640.000	\$500	\$320,000	
616		Pecos	24	14	All		640.000	\$500	\$320,000	
617		Pecos	24	15	All		640.000	\$500	\$320,000	
618		Pecos	24	16	All	0' - 4800'	640.000	\$250	\$160,000	
619		Pecos	24	16	All	Below 13200'	640.000	\$250	\$160,000	
620		Pecos	24	19	All		640.000	\$500	\$320,000	
621		Pecos	24	20	All		640.000	\$500	\$320,000	
622		Pecos	24	21	All		640.000	\$500	\$320,000	
623		Pecos	24	22	All		640.000	\$500	\$320,000	
624		Pecos	24	23	All		640.000	\$500	\$320,000	
625		Pecos	24	24	All		640.000	\$500	\$320,000	
626		Pecos	24	25	All		640.000	\$500	\$320,000	
627		Pecos	24	26	All		640.000	\$500	\$320,000	

	CubTract	Counties						MINIM	UM BID
-			511		Devit	Depth			
Tract#	SubTract	Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total
628		Pecos	24	27	All		640.000	\$500	\$320,000
629		Pecos	24	28	All		640.000	\$500	\$320,000
630		Pecos	24	29	All		640.000	\$500	\$320,000
631		Pecos	24	30	All		640.000	\$500	\$320,000
632		Pecos	24	31	All		640.000	\$500	\$320,000
633		Pecos	24	32	All		640.000	\$500 ¢500	\$320,000
634 635		Pecos	24	33 34	All		640.000 640.000	\$500 \$500	\$320,000
636		Pecos Pecos	24	34 35	All		640.000	\$500	\$320,000 \$320,000
637			24	35 36	All		640.000	\$500	
638		Pecos Pecos	24	50 1	All	0' - 4800'	640.000	\$300	\$320,000 \$160,000
639			25			Below 13200'	640.000	\$250	\$160,000
639		Pecos	25	1 2	All	0' - 4800'	640.000	\$250	\$160,000
640 641		Pecos Pecos	25	2	All	Below 13200'	640.000	\$250	\$160,000
641		Pecos	25	2	All	DEIOW 13200	640.000	\$250	\$160,000
643		Pecos	25	3 4	All		640.000	\$500	\$320,000
644		Pecos	25	4	All		640.000	\$500	\$320,000
645		Pecos	25	6	All		640.000	\$500	\$320,000
646		Pecos	25	7	All		640.000	\$500	\$320,000
647		Pecos	25	8	All		640.000	\$500	\$320,000
648		Pecos	25	0 9	All		640.000	\$500	\$320,000
649		Pecos	25	10	All		640.000	\$500	\$320,000
650		Pecos	25	10	All	0' - 4800'	640.000	\$250	\$160,000
651		Pecos	25	11	All	Below 13200'	640.000	\$250	\$160,000
652		Pecos	25	12	All	0' - 4800'	640.000	\$250	\$160,000
653		Pecos	25	12	All	Below 13200'	640.000	\$250	\$160,000
654		Pecos	26	1	All	DCIOW 13200	640.000	\$500	\$320,000
655		Pecos	26	2	All		640.000	\$500	\$320,000
656		Pecos	26	3	All		640.000	\$500	\$320,000
657		Pecos	26	4	All		640.000	\$500	\$320,000
658		Pecos	26	5	All		640.000	\$500	\$320,000
659		Pecos	26	6	All		640.000	\$500	\$320,000
660		Pecos	26	7	All		640.000	\$500	\$320,000
661		Pecos	26	8	All		640.000	\$500	\$320,000
662		Pecos	26	9	All		640.000	\$500	\$320,000
663		Pecos	26	10	All		640.000	\$500	\$320,000
664		Pecos	26	11	All		640.000	\$500	\$320,000
665		Pecos	26	12	All		640.000	\$500	\$320,000
666		Pecos	26	13	All		640.000	\$500	\$320,000
667		Pecos	26	14	All		640.000	\$500	\$320,000
668		Pecos	26	15	All		640.000	\$500	\$320,000
669		Pecos	26	16	All		640.000	\$500	\$320,000
670		Pecos	26	17	All		640.000	\$500	\$320,000
671		Pecos	26	18	All		640.000	\$500	\$320,000

								MININ	IUM BID
						Depth			
Tract#	SubTract	Counties	Blk	Sec	Part	Restrictions	Acres	Per Acre	Total
672		Pecos	26	19	All		640.000	\$500	\$320,000
673		Pecos	26	20	All		640.000	\$500	\$320,000
674		Pecos	26	21	All		640.000	\$500	\$320,000
675		Pecos	26	22	All		640.000	\$500	\$320,000
676		Pecos	26	23	All		640.000	\$500	\$320,000
677		Pecos	26	24	All		640.000	\$500	\$320,000
678		Pecos	27	8	All		640.000	\$500	\$320,000
679		Pecos	27	9	All	Below 19500'	640.000	\$250	\$160,000
680		Pecos	27	10	All		384.100	\$500	\$192,050
681		Pecos	27	23	All		384.900	\$500	\$192,450
682		Pecos	27	24	All		640.000	\$500	\$320,000
683		Pecos	27	25	All		640.000	\$500	\$320,000
684		Pecos	27	26	S2		192.800	\$500	\$96,400
685		Pecos	27	28	All		640.000	\$500	\$320,000
686		Pecos	27	29	All		640.000	\$500	\$320,000
687		Pecos	27	30	All		443.300	\$500	\$221,650
688		Pecos	27	32	All		640.000	\$500	\$320,000
689		Pecos	28	4	All		641.200	\$500	\$320,600
690		Pecos	28	5	All		641.200	\$500	\$320,600
691		Pecos	28	6	All		641.200	\$500	\$320,600
692		Pecos	28	8	N2		320.600	\$500	\$160,300
693		Pecos	28	9	All		641.200	\$500	\$320,600
694		Pecos	28	16	All		140.900	\$500	\$70,450
695		Pecos	28	17	All		140.900	\$500	\$70,450
696		Pecos	28	18	All		444.000	\$500	\$222,000
697		Pecos	28	19	All		86.600	\$500	\$43,300
698		Pecos	165	1	All		1,074.500	\$500	\$537,250
699		Pecos	165	2	All		498.100	\$500	\$249,050
700		Pecos	165	3	All		31.000	\$500	\$15,500



OIL AND GAS LEASE [UL Lease ######]

This Oil and Gas Lease (this "Lease") is approved by the Board for Lease of University Lands for the lease of Permanent University Funds ("PUF") lands and is effective and entered into on [Month, Day, Year] (the "Effective Date") between the State of Texas, acting by and through University Lands or its authorized designees (collectively, "Lessor") whose address is 704 West Dengar Avenue, Midland, Texas 79702-0553 and [Insert Lessee Legal Name] ("Lessee"), whose address is [Insert Lessee Address]. Lessee submitted a bid for this Lease pursuant to the laws and rules governing PUF lands and University Lands Lease Sale Notice #[____]. By executing this Lease, Lessee agrees to be bound by the terms and conditions of this Lease, the conditions set forth in University Lands Lease Sale Notice #128, and the Directives (a term specifically defined in Section 18 that broadly refers to certain laws and regulations, provisions of the Texas Education Code, Rules of the Board for Lease of University Lands, and policies and procedures of University Lands.) Capitalized terms have the meanings ascribed to them in this Lease and are collectively listed in Section 18 below.

For good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Lessor and Lessee agree as follows:

- 1. GRANTING CLAUSE; RESERVATION; DIRECTIVES. Lessor demises, grants, and lets to Lessee (i) the exclusive right to produce and take Produced Substances from the Leased Premises (as defined in Section 2 below), and (ii) the non-exclusive right to conduct geophysical, geological, or seismic surveys on, over, under, through, and across the Leased Premises. Lessor expressly reserves the right to grant third parties the same non-exclusive rights listed in Subsection 1.(ii) as long as such third party activities do not unreasonably interfere with Lessee's activities on the Leased Premises. Lessee takes this Lease subject to all encumbrances and agreements of record, including but not limited to surface agreements, commercial leases, rights of way, easements, geophysical, and geochemical exploration permits, existing as of the Effective Date.
- 2. **TERM.** This Lease commences on and will be effective for three (3) years from the Effective Date (the "Primary Term"), and, unless otherwise terminated under the provisions in this Lease, will remain in effect either (i) as long thereafter as Produced Substances are produced in Paying Quantities from the land described below (the "Leased Premises"), or (ii) this Lease is otherwise maintained in effect by the provisions herein:

Part/Section	Block	Grantee	Acres	County
		State of Texas		

- **3. ROYALTY.** Lessee will pay or cause to be paid to Lessor a monetary royalty payment of [_____] of the Market Value of Gross Production of all Produced Substances. Monetary royalties are the default form of royalty payment due under this Lease. Lessor has the right, at Lessor's sole election, to take its royalty share in kind pursuant to Section 3.d. below. Royalties are due to Lessor free of any and all deductions and will never bear or be charged with any Costs or Expenses, either directly or indirectly and whether such charges are characterized as production or post-production charges. If a contract for the sale or disposition of Produced Substances includes reductions will be added back to the volume on which royalty payment calculations will be made to Lessor. Lessor and Lessee agree that the foregoing provision is given full effect, is not to be construed as "surplusage," and that the court's holding in *Heritage Resources, Inc. v. Nationsbank*, 939 S.W.2d 118 (Tex. 1996) will have no application to the terms and provisions of this Lease. For the further avoidance of doubt, Lessor and Lessee agree that the royalty payments due to Lessor under this Lease will bear neither production costs nor post-production costs under any circumstances and regardless of whether the royalty is delivered as a monetary payment or delivered in-kind to Lessor.
 - a. KEEP WHOLE. If Gas produced from the Leased Premises is processed for liquefiable hydrocarbons prior

to sale, royalty payments will be calculated using the higher of the value of (i) Gross Production as though the Gas had not been processed, or (ii) the dollar amount equal to the total of the consideration received for the sale of such liquefiable hydrocarbons plus the total consideration received for the sale of all residue gas.

- b. <u>INJECTIONS; RECYCLED GAS</u>. Lessee may not inject any substance into the subsurface of the Leased Premises without Lessor's prior written consent, including injections related to gas lift operations or recycled gas. If Lessee is granted permission to inject gas into a subsurface formation, no royalty will be due on the injected gas until it is produced and sold.
- c. <u>ROYALTY IN KIND</u>. Lessor may elect to take its royalty in kind at any time by giving Lessee sixty (60) days written notice of such election. Lessor will specify the point of delivery for Produced Substances, which may be 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 will bear to the point of delivery all Costs and Expenses related to the Produced Substances delivered to Lessor. Lessor's election to take its royalty in kind will not modify or limit Lessee's duty to pay monetary royalties as provided herein or to market Produced Substances. If Lessor elects to take its royalty in kind, Lessor and Lessee agree to effectuate any additional agreements necessary and useful including, but not limited to, a gas balancing agreement.
- d. <u>ROYALTY ON CONTRACT SETTLEMENTS</u>. Lessee will pay Lessor a percentage equal to the royalty rate set forth in this Section 3 of all monetary settlements received by Lessee relating to the marketing, pricing, or taking of Produced Substances.
- e. <u>COMMINGLING</u>: Lessee must obtain prior written permission from Lessor before commingling Produced Substances from the Leased Premises with production from any other lease or unit into (i) a common manifold or separator, (ii) common storage, or (iii) a common gathering system or pipeline or to use an off-lease gas supply to inject gas for lift purposes into any oil- or gas-producing formation in the Leased Premises. These requirements are in addition to, and apart from, the requirements of any other state and/or federal entity.
- f. <u>METERING</u>: Lessee agrees that any hydrocarbons in liquid form and any gas produced from the Leased Premises will be measured separately before the liquid hydrocarbons or gas leave the Leased Premises. Lessee will comply with all applicable American Gas Association (AGA) Standards, as well as the American Petroleum Institute (API) Manual of Petroleum Measurement Standards (MPMS) for any measurement device or tank that covers the standards, practices, guidelines, recommendations and procedures which include, but are not limited to, the design, installation, calibration, testing and handling of samples and operation of a metering system used for the measurement of hydrocarbons in liquid form or gas at any meter location on the Leased Premises, at a point of lease custody transfer, for the purpose of lease allocation in the event of surface commingling, or for the reporting and allocation of lease fuel, flared gas volumes, vented volumes or any other lease use.
- 4. **PRE-PAID DELAY RENTALS.** In accordance with the Directives, Lessee paid to Lessor a payment for delay rentals prior to execution of this Lease. For the avoidance of doubt, pre-paid delay rentals will not be refunded for any reason.

5. PAYMENTS, CORRESPONDENCE, AND NOTICES TO LESSOR.

a. <u>MONETARY PAYMENT TERMS</u>. Monetary payments must be paid to the Lessor in accordance with the Rules in effect at the time payments are due. As of the Effective Date, the Rules specify that: (i) payments must be made to the Board of Regents of the University of Texas System; (ii) royalties due on oil are due on or before the 5th day of the second month following production (e.g., royalties on oil produced in January must be paid on or before March 5th); and (iii) royalties on gas are due on or before the 15th day of the second month following produced in January must be paid on or before March 5th); and (iii) royalties on gas are due on or before the 15th day of the second month following produced in January must be paid on or before March 15th). All payments must be directed to the following address, or to any other address specified by Lessor in writing:

UT System Board of Regents c/o University Lands

Attention: Accounting Manager P.O. Box 553 Midland, Texas 79702-0553

Payments submitted electronically must be delivered by electronic funds transfer to the proper account with the Comptroller of the State of Texas, pursuant to written instructions and designation of the Lessor.

- b. <u>FAILURE TO MAKE TIMELY PAYMENTS; PENALTIES AND INTEREST</u>. Timely and proper payment of royalties is a material requirement of this Lease. Late payments are subject to penalties and interest as provided by the Rules in effect on the date such payments are due. Lessor's rights to collect penalties and interest are in addition to its rights to pursue other remedies at law or in equity.
- c. <u>NOTICES AND CORRESPONDENCE TO LESSEE</u>. Notices and correspondence to Lessee will be sent to the address shown on the lease bid submitted to Lessor, or such other U.S. mail or electronic mail address provided by Lessee to Lessor in writing. All changes of address must specifically reference this Lease and the University Lands Lease Number.

6. DATA REQUIREMENTS.

- a. <u>DIRECTIVES AND REGULATORY INFORMATION</u>. Lessee will provide records, information, applicable contracts, and all other materials to Lessor as provided in the Reporting Procedures, the Rules and other Directives as applicable. Lessee will also provide to Lessor via electronic mail to ogregulatory@utsystem.edu copies of all correspondence and other information from the Railroad Commission as required by the Rules.
- b. <u>OTHER DATA OBLIGATIONS</u>. Upon written notice from Lessor, Lessee will promptly and timely provide Lessor any data and information related to all of Lessee's operations and activities under this Lease, without limitation. Lessor's notice may be sent via electronic mail and will include a description of the (i) data required, (ii) the format, form, and method for delivery of the data to Lessor, and (iii) the date by which Lessee must comply with Lessor's data request.
- c. <u>RIGHT TO AUDIT</u>. Lessor and its Representatives have the right to examine, make copies of, and extract any information from Lessee's books, records, accounts, and agreements related to the Leased Premises, and all operations or production on or from the Leased Premises.
- d. <u>ROYALTY PAYMENT REPORT</u>. Not more than once every twelve (12) months, upon Lessor's written request, Lessee will promptly provide to Lessor a report detailing the amounts, dates, and calculations of all royalties paid under this Lease. Lessor may elect to have such report and its source information audited to determine the accuracy of the report. If Lessor identifies an error in royalties paid, Lessor will notify Lessee in writing of the error, and Lessee will have a period of fifteen (15) business days from receipt of the notice to (i) remit all previously unpaid royalties to Lessor, plus interest as specified in the Rules, and (ii) reimburse Lessor for all costs and expenses associated with the audit.
- e. <u>MATERIALITY</u>; <u>CONFIDENTIALITY</u>. Lessee's obligations to provide data and information under this Lease are material, and failure to comply these provosisions may result in monetary or other penalties, including default of this Lease after receipt of the notice detailed in Section 14.b. below. Lessor will protect and hold all information and data provided by Lessee pursuant to this Section 6 and this Lease in the strictest confidence as required by Texas and federal law.

7. OPERATIONS, DRILLING OPERATIONS, AND REWORKING OPERATIONS.

- a. <u>OPERATIONS</u>. The term "Operations" as used in this Lease means only (i) the production of oil, gas or other hydrocarbons in Paying Quantities, (ii) Drilling Operations (as hereafter defined), or (iii) Reworking Operations (as hereafter defined).
- b. <u>DRILLING OPERATIONS</u>. The term "Drilling Operations" means the actual drilling of a well, together with work in the hole necessary to properly complete or abandon the well, conducted with due diligence and in a good and workmanlike manner. Drilling Operations will be deemed to have commenced when a derrick, a rig, and machinery capable of drilling to a depth sufficient to test a permitted objective have been erected, and when such well has been spudded-in and the rotary bit is rotating under power. Sidetracking, re-entering, reworking, recompletion, plugging back, or repairing of an existing well will not constitute Drilling

Operations. Drilling Operations will be deemed to have been completed (whether as a dry hole or as a producing well) on the earliest of the following dates: (i) the date on which the initial potential test is run; (ii) the date on which a dry hole is plugged; (iii) the date thirty (30) days after the date on which the total depth has been reached in Drilling Operations; (iv) the date certified to the Railroad Commission of Texas as the date a well has been completed as a producing well; or (v) the date the completion rig moves off location.

- c. <u>REWORKING OPERATIONS</u>. The term "Reworking Operations" means actual work in the hole of a well previously completed as a producer that is related to the cause of cessation of production or made in an attempt to recomplete or repair a well to return it to production or to enhance production, performed with reasonable diligence in a good and worklmanlike manner. Reworking Operations does not include swabbing of a well or applying soap sticks or other chemical treatment to increase or restore production.
- 8. PARTIAL TERMINATION, CONTINUOUS DRILLING OPERATIONS, AND PRODUCTION UNITS. Upon expiration of the Primary Term, or upon cessation of Continuous Drilling Operations, whichever is later, this Lease will terminate as to all lands and depths except as to Production Units assigned to wells then producing in Paying Quantities located on the Leased Premises or lands properly pooled therewith, as set forth in this Section 8.
 - a. <u>CONTINUOUS DRILLING OPERATIONS</u>. Unless otherwise agreed in writing by Lessor, Lessee will be considered to be engaged in "Continuous Drilling Operations" at the end of the Primary Term for purposes of this Section 8 if Lessee is engaged in Drilling Operations on the Leased Premises or lands pooled therewith at the end of the Primary Term, or if Lessee has completed or abandoned a well within ninety (90) days prior to the end of the Primary Term; and Lessee will be deemed to be engaged in Continuous Drilling Operations for as long thereafter as Lessee conducts Drilling Operations on the Leased Premises or lands pooled therewith with due diligence and with intervals of not more than ninety (90) days between the date of rig release of one well and the date of commencement of actual drilling of the next well. If Lessee is engaged in Continuous Drilling Operations will be deemed to have ceased when Lessee fails to commence Drilling Operations within ninety (90) days after the rig release of the preceding well, and this Lease will terminate, except as to Production Units assigned to wells then producing in Paying Quantities located on the Leased Premises or lands properly pooled therewith, as provided in this Section 8.
 - b. <u>PRODUCTION UNIT</u>. A "Production Unit," for purposes of this Lease, is a designated area of land around a well containing at least the minimum amount of acreage necessary to obtain from the Railroad Commission a drilling permit for a well under the rules applicable to the field from which such well is producing, and limited in depth to one hundred (100') feet below the deepest commercially producing perforations at which such well is then completed as a well capable of producing Oil and/or Gas in Paying Quantities from the Production Unit, as demonstrated by documentation provided by Lessee at the time the Production Unit is determined.
 - c. <u>MAXIMUM SIZE OF PRODUCTION UNITS</u>. No Production Unit assigned to any well may exceed the following sizes without Lessor's prior written consent:
 - i. If the well is classified as a vertical oil well by the Railroad Commission, the maximum size of the Production Unit will be forty (40) acres, limited to the depths set forth herein.
 - ii. If the well is classified as a vertical gas well by the Railroad Commission, the maximum size of the Production Unit will be one hundred-sixty (160) acres, limited to the depths set forth herein.
 - iii. If the well is classified as a horizontal well (whether oil or gas) under the Rules and Regulations of the Railroad Commission then in effect, the maximum size of the Production Unit will be the greater of forty (40) acres or the amount of acreage calculated using the following formula: [0.032 X L = A], where L = the length (in feet) of the horizontal lateral component of the well from the first take point to the last take point, and A = the area in acres contained in the Production Unit, provided that, if A is not divisible by the number 20, A will be rounded up to the next number divisible by 20.
 - d. <u>SHALLOW DEVELOPMENT IN PRODUCTION UNITS</u>. On or before the date that is three (3) years after the expiration of the Primary Term, or expiration date of any extension of the Primary Term, Lessee will commence Drilling Operations on three (3) wells on the Leased Premises targeting development of the

"Shallow Rights," which means, for the purposes of this Lease, all zones from the surface down to one hundred feet (100') above the top of the stratigraphic equivalent of the deepest producing formation on the Leased Premises at the end of the Primary Term. Thereafter, Lessee must commence an additional three (3) wells targeting the Shallow Rights during each successive twelve (12) month period until Lessee fully develops the Shallow Rights pursuant to Railroad Commission rules. If Lessee fails to fulfill the drilling obligations set forth in this Section 8.d., Lessee will prepare and present to Lessor "Relase of Lease" documents, and upon Lessor's approval of such documents, Lessee will execute and file appropriate "Release of Lease" documents in the appropriate county of record to effectuate the release of all acreage and depths not earned under this Lease pursuant to the terms set forth in this Section 8.

- DESIGNATION AND CONFIGURATION OF PRODUCTION UNITS; RECORDABLE RELEASES. e. Upon termination of this Lease as to any portion of the Leased Premises, Lessor will present to Lessor for Lessor's approval a proposed designation of Production Unit for each well, which must be delivered in writing (electronic mail is acceptable) to Lessor along with a preliminary diagram of the proposed Production Unit and the designated depths to be released. Lessee must take into consideration the productive limits of the producing interval and the configuration of the Leased Premises, and in all circumstances, Lessee will ensure that the acreage assigned to each Production Unit will be as close as possible to the form of a square or rectangle. Lessee will make every effort when designating Production Units to avoid small, irregularly shaped, irregular, stranded, or unusable portions of the Leased Premises, or portions not contiguous with other released portions. Production Units formed around wells producing from different zones may overlap, and will overlap when necessary to comply with the requirements of this Section 8.e. If all or a portion of the Leased Premises is included in a pooled unit, then for purposes of this Section 8.e., all the lands within the pooled unit will be considered a part of the Leased Premises, and the size and configuration of the pooled unit must conform to the requirements of this Section 8.e. for a Production Unit. Upon receipt of Lessor's approval by Lessee, Lessee will record in the appropriate county of record a "Partial Release of Lease" document and provide a copy of the recorded release document within forty-five (45) days of receipt of Lessor's approval.
- f. <u>MAINTENANCE OF LEASE AFTER DESIGNATION OF PRODUCTION UNITS</u>. This Lease may be held in force after the termination of the Primary Term or cessation of Continuous Drilling Operations as to acreage and depths included within a Production Unit only by production in Paying Quantities, Operations, or Reworking Operations conducted on such Production Unit, or lands pooled therwith, with no cessation of Operations or Reworking Operations of more than sixty (60) consecutive days. Production, Operations, and Reworking Operations will maintain this Lease only as to the acreage and depths in each applicable Production Unit.
- g. <u>PARTIAL RELEASES</u>. Lessee has the right to release lands subject to this Lease and will subsequently be relieved and released only from those obligations accruing after the effective date of the release, provided that (i) Lessee may not release any portion of this Lease included in a pooled unit as long as Operations or Reworking Operations are being conducted on such unit, and (ii) any such partial release must release all depths in lands released. Lessee must notify Lessor in writing of its intent to release lands ursuant to this Section 8.g. and must record appropriate releases and provide certified copies of such releases to Lessor within forty-five (45) days of Lessee's written notice under this Section 8.g.
- h. <u>SHUT-IN ROYALTIES</u>. If a well located on the Leased Premises is capable of producing gas, or gas and condensate, in Paying Quantities, but the well is not produced for lack of a satisfactory market, Lessee may maintain this Lease in full force and effect by paying to Lessor a payment in the amount set forth in the Rules for shut-in royalties at the time such payment is made, with the first such payment to be made within thirty (30) days after the date the well is shut in or the date this Lease ceases to be in force by any other provision, whichever is later. Subsequent shut-in royalty payments must be made annually on the anniversary date of the first payment. Payment of a shut-in royalty after the expiration or other termination of this Lease will not revive or extend this Lease. As long as shut-in royalty payments are made to Lessor, this Lease will be deemed to be producing in Paying Quantities. However, this Lease may not be maintained solely by the payment of shut-in royalties for more than two (2) years in the aggregate.
- i. <u>POOLING; ALLOCATION</u>. Without Lessor's prior written consent, which may be granted or withheld in Lessor's sole discretion, Lessee is expressly prohibited from pooling or unitizing any part of the Leased Premises with any other leasehold or mineral interest for the exploration, development and production of any

Produced Substance. If a well is drilled across the Leased Premises and traverses leases or units off the Leased Premises, Lessee must obtain a written agreement with Lessor specifying the allocation of the production of Lessor's Produced Substances from that well. Further, no part of any well may traverse the Leased Premises except for the purpose of producing Produced Substances without Lessor's prior written consent, which may be granted or withheld in Lessor's sole discretion.

9. STANDARD OF CARE; DUTIES OF OPERATOR.

- a. <u>DIRECTIVES</u>. Lessee will conduct all Operations on the Leased Premises in compliance with the Directives.
- b. <u>STANDARD OF CARE</u>. Lessee owes to Lessor the duties of a reasonably prudent operator in the (i) development, operation, production, and marketing of Oil and Gas from the Leased Premises, (ii) reduction of underground or above ground waste of Produced Substances, including all reasonable attempts to avoid and reduce physical waste, flaring, venting of Gas, or emissions produced from the Leased Premises, (iii) plugging and abandoning of Oil and Gas wells on the Leased Premises, and (iv) restoration of the Leased Premises to as close as possible to the condition it was in before any operations or activities were commenced under this Lease. Production of any one Produced Substance will not relieve Lessee of its obligation to develop and produce any other Produced Substance covered by this Lease which can be produced from the Leased Premises in Paying Quantities.
- c. <u>DUTY TO PREVENT DRAINAGE</u>. Lessee will obtain a Railroad Commission Rule 37 or Rule 38 exemption to prevent drainage of the Leased Premises, and had an affirmative duty to drill an offset well to protect the Leased Premises against drainage as would a reasonably prudent operator under the same or similar circumstances. Without limiting the distance within which a well will be considered as drainage from the Leased Premises, Lessee expressly agrees that any well located within one thousand (1,000) feet of the Leased Premises will be presumed to be draining the Leased Premises. Lessee may rebut this presumption only with evidence acceptable to Lessor, and conclusions concerning will be made by Lessor in Lessor's sole and exclusive discretion.

10. SURFACE USE PROVISIONS; CULTURAL RESOURCES; ENVIRONMENTAL OBLIGATIONS; USE OF WATER, CALICHE, SAND, AND GRAVEL.

- a. <u>DIRECTIVES: RATE AND DAMAGE SCHEDULE: DISTANCE FROM BUILDINGS:</u> <u>GROUNDWATER MANAGEMENT PLAN</u>. Lessee must comply at all times with all Directives related to surface operations on the Leased Premises. All operations conducted on the surface of the Leased Premises will be subject to payments and rates as listed in the then-current Rate and Damage Schedule. Lessee will not drill a well or install any facilities within three hundred (300) feet of any residence, barn, or other facilities without Lessor's prior written consent. Lessee's use of water from PUF lands must specifically comply with the then-current Groundwater Management Plan.
- b. <u>LESSEE'S SURFACE ACCESS</u>: Except as otherwise expressly provided in this Lease and the Directives, Lessee may use only so much of the surface as reasonably necessary to exercise the rights and interests granted by this Lease. Lessee may lay and maintain gathering lines, erect and maintain telephone and utility lines, and install other appurtenances and equipment necessary for the operation of Oil and Gas wells on the Leased Premises only as designated or approved by Lessor, as set forth in the Surface Field Manual. Notwithstanding the termination of this Lease as to a portion of the Leased Premises, Lessee will retain the rights of ingress and egress from the Leased Premises still subject to this Lease (the "Retained Lands") for all purposes described and allowed hereunder, together with easements, rights-of-way, roads, pipelines, and other facilities on, over, and across all the Leased Premises covered by this Lease, for access to and from the Retained Lands, and for the gathering or transportation of Produced Substances, as approved by Lessor and in compliance with the Directives.
- c. <u>LESSOR'S SURFACE ACCESS</u>: Lessor and its Representatives will have the full right of ingress and egress and right of way over the Leased Premises for any and all purposes which Lessor may consider necessary or advisable at all times.
- d. <u>SURFACE DAMAGES</u>: Lessee must repair, restore, and pay for all damages resulting from Lessee's, its representatives', agents', subcontractors', designees', assigns,' and successors', activities under this Lease, including without limitation damages to real and personal property, water wells, improvements, livestock, and

crops on the Leased Premises or adjacent lands owned or controlled by Lessor, regardless of the cause of such damage, pursuant to the then-current Rate and Damage Schedule. Lessee acknowledges that the cost of such repairs or damages 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 the cost of such damages and repairs will not be limited by fair market value. By executing this Lease, Lessee agrees to promptly complete all required repairs, and no release, forfeiture, or termination of this Lease will relieve Lessee from its obligations under this Lease or pursuant to applicable law, including the obligation to plug all wells and clean and restore the Leased Premises.

e. MAINTENANCE OF WELL SITES AND IDENTIFICATION MARKERS.

- i. Lessee will build and maintain necessary and appropriate fences capable of turning livestock around its facilities on the Leased Premises and will take all necessary precautions to protect livestock against loss, damage, or injury.
- ii. Lessee will erect and maintain all signage, tags, plates and other identification markers on the Leased Premises in accordance with the Directives and Railroad Commission requirements.
- iii. Any lines, including but not limited to, electric, water, and oil and gas transportation lines, located on the Leased Premises must be buried to a sufficient depth to allow the use of deep plowing equipment for agricultural purposes. As such, Lessee must cover the top of all lines by at least thirty-six (36) inches of soil. Any rock that brought to the surface in connection with laying lines will be placed back in the ditch below deep plowing depth. Large amounts of rock that could interfere with the cultivation of the soil will be promptly removed from the Leased Premises by Lessee. Lessee will record in the county records where the Leased Premises are located a survey of all "as-built" electric, communications, water, and oil and gas lines located on the Leased Premises and will provide a recorded copy of each document to Lessor within thirty (30) days of recording.
- iv. Lessee agrees to maintain seals on all meters and tank batteries, require Oil transport vehicles to maintain trip tickets, and exercise the highest degree of care and all reasonable safeguards, as a reasonably prudent operator, to prevent the theft or loss of Oil and Gas produced from this Lease.
- v. Unless otherwise agreed by Lessor, within ninety (90) days from completion of a well as a producer, or the conclusion of operations on a dry hole, weather permitting, (i) all pits will be emptied and filled in, (ii) all surface areas, including roads, will be filled and leveled, (iii) all caliche not needed for a base for a tank battery, pumping unit, roadway, or other equipment, will be removed and placed back in the pit from which it was initially excavated (if on the Leased Premises), unless specified otherwise by Lessor, (iv) all restored areas will be reserved under the direction of Lessor, and (v) the surface of the applicable Leased Premises will be restored by Lessee to as close to the condition it was in before any operations were commenced as is reasonably practicable.
- vi. Upon the expiration or termination of this Lease, Lessee will, unless otherwise instructed in writing by Lessor, (i) plug all wells on the Leased Premises, (ii) remove all equipment, including pipelines and utilities, (iii) drain, fill, and level all pits, and (iv) restore the surface of the Leased Premises to as close to the condition it was in before any operations were commenced. Failure by Lessee to fulfill these obligations within one hundred-twenty (120) days after expiration or termination of this Lease will result in monetary or other penalties as allowed under the Directives.
- f. <u>CULTURAL RESOURCES</u>. Lessee will 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 or its successor. Lessee will undertake its activities on the Leased 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 the Leased Premises. Lessee will not remove and must use 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 the Leased Premises. Upon discovery of an archeological site, Lessee will immediately give written notice of such discovery to Lessor and to the Texas Antiquities Committee, as set out in the Texas Historical Commission's rules. Neither Lessee nor its Representatives will have any right, title, or interest in or to any archaeological articles, objects, or artifacts, or other cultural resources located or discovered on the Leased Premises.

- POLLUTION MANAGEMENT AND REDUCTION: HAZARDOUS MATERIALS. Lessee will use the g. highest degree of care and all necessary safeguards to prevent contamination or pollution of any environmental medium, including soil, surface water, 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. If contamination or pollution occurs, Lessee will notify Lessor immediately and provide all internal and external reports Lessor prepares related to such contamination and pollution. Lessee will not bring or permit to remain on the Leased 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 (collectively, "Hazardous Materials"), except products commonly used in connection with oil and gas exploration and development operations and stored in a lawful manner and in lawful quantities. To the satisfaction of Lessor, Lessee will 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 resulting from Lessee's operations on the Leased Premises. Burial of Hazardous Materials is explicitly prohibited. Lessee's obligations in this Section 10.g. will survive the expiration or termination of this Lease. Lessee will install rig and other oilfield lighting in a manner that minimizes light pollution as much as reasonably possible and will use best industry practices to capture and minimize air pollution and emissions. Unless otherwise approved by Lessor, Lessee will comply with all environmental laws, rules, and regulations, regardless of any legal challenges, until the appropriate legal authority amends or changes the regulation or a court of competent jurisdiction has issued a final decision on the matter in question.
- h. <u>SURFACE WATER</u>. Lessor's express written consent is required for Lessee use surface water found on the Leased Premises or any property owned or controlled by the Lessor or any water from water wells or stock tanks controlled by the Lessor or its surface tenants.

i. SUBSURFACE WATER, CALICHE, GRAVEL, AND SAND.

- i. Lessee must promptly provide to Lessor a written estimate of Lessee's subsurface water, caliche, gravel, and sand needs upon Lessor's written request. Lessee will use such products from the Leased Premises or other lands owned by Lessor upon receipt of Lessor's written approval and if the products are available PUF lands, and Lessee will pay the prices for such substances as listed in the Rate and Damage Schedule at the time the substances are used or produced. Lessee may not acquire or use water, caliche, gravel, or sand from non-PUF lands without the prior written consent of Lessor, which may be granted or withheld in Lessor's sole discretion.
- ii. Without Lessor's prior written consent, subsurface water found and produced or impounded by Lessee on the Leased Premises for drilling, completion, and construction operations may only be used in connection with primary production from the Leased Premises.

11. RELEASE AND INDEMNITY.

- a. Lessee assumes all risks and liability of any kind resulting in any manner, directly or indirectly, from Lessee's operations on the Leased Premises and agrees to keep the Leased Premises duly and fully protected from any violations thereto, and against liens of every character arising from its operations and hereby indemnifies, holds harmless, releases and discharges Lessor, the State of Texas, University Lands, the Board of Regents, the University of Texas System, the officers and board members of University Lands, and each of their respective Representatives, regents, heirs, devisees, successors and assigns (the "Indemnified Parties") from all actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including all losses and expenses which arise out of, are incidental to, or result from, the operations of or on behalf of Lessee on the Leased Premises, or that may arise out of Lessee's breach of any of the terms or provisions of this Lease, or by any other negligent act or omission of Lessee.
- b. Further, Lessee agrees to be liable for, exonerate, indemnify, defend, and hold harmless the Indemnified Parties 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 (i) 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, (ii) arising from or in any way related to Lessee's operations or any other of Lessee's activities on the Leased Premises, (iii) arising from Lessee's use of

the surface of the Leased Premises, and (iv) 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 Representatives, guests, or invitees.

- c. Each assignee of this Lease, or an interest therein, agrees to be liable for, exonerate, indemnify, defend, and hold harmless the Indemnified Parties in the same manner as provided above.
- d. THE COSTS FOR WHICH THE INDEMNIFIED PARTIES ARE INDEMNIFIED UNDER THIS LEASE WILL ALSO INCLUDE ANY COST OR EXPENSE ARISING OUT OF, INCIDENTAL TO, OR RESULTING FROM ANY THEORY OF STRICT LIABILITY OR FROM ANY SOLE, JOINT OR CONCURRENT NEGLIGENT ACT OR OMISSION OF THE INDEMNIFIED PARTIES, WHETHER SAID ACT OR OMISSION IS THE PROXIMATE CAUSE OF INJURY OR NOT (EXCEPT AGAINST LOSS OR LIABILITY FOR DAMAGE THAT IS CAUSED BY OR RESULTS FROM THE WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES OR AN INDIVIDUAL CONTRACTOR DIRECTLY RESPONSIBLE TO THE INDEMNIFIED PARTIES).

12. INSURANCE.

- a. In accordance with the Directives, Lessee will ensure that Lessee and any person acting on Lessee's behalf under this Lease will carry the required insurance with one or more insurance carriers licensed by the Texas Department of Insurance in the amounts required by Lessor.
- b. By January 1 of each calendar year, Lessee will deliver to University Lands Certificates of Insurance evidencing Lessor's insurance coverage. For those policies of (i) Commercial General Liability and Umbrella Liability Insurance and (ii) Business Auto and Umbrella Liability Insurance, the polices will name the Lessor as additional insureds with regard to the Leased Premises, will reflect that Lessor will receive twenty (20) days prior written notice of cancellation or material change Lessee's in coverage, and will reflect that the insurer has waived any right of subrogation against the Lessor.
- **13. LIEN.** By acceptance of this Lease, Lessee grants to the Board of Regents an express contractual lien on and security interest in all Produced Substances in and extracted from the area covered by the Lease, all proceeds which may accrue to Lessee from the sale of the Produced Substances, whether the proceeds are held by Lessee or another person, and all fixtures on and improvements to the Leased Premises used in connection with the production or processing of the Produced Substances to secure the payment of royalties and other amounts due or to become due under this Lease or the TEC 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.

14. BREACH; DEFAULT; FORFEITURE.

- a. Lessor's acceptance of any payments under this Lease will never constitute or be deemed to be (i) a ratification, renewal or amendment of this Lease, (ii) a waiver of the rights granted to Lessor, or the obligations imposed upon Lessee, or (iii) an estoppel against Lessor preventing the enforcement of Lessor's rights or Lessee's obligations hereunderor from seeking damages for Lessee's breach of the Lease. Lessor's agreement to accept royalty payments directly from any purchaser will not affect Lessee's obligations to pay royalties to Lessor under this Lease. No instrument executed by Lessor will be effective to constitute a ratification, renewal, extension, or amendment of this Lease unless the instrument is clearly titled to indicate its purpose and intent.
- b. If Lessee violates, fails to perform, or breaches any term or covenant in this Lease, Lessor will notify Lessee in writing of the violation, failure, or breach in writing. Lessee will have thirty (30) days from receipt of Lessor's written notice, in which to remedy the violation, failure, or breach. The receipt of such notice will be a condition precedent to Lessor's right to bring an action for any cause, and no such action will be brought until the expiration of such thirty (30) day notice period to Lessee. Lessor may remedy any type of breach or default if Lessee fails to do so within the thirty (30) day period without further notice to Lessee. In addition to any other remedies available to Lessor, Lessor may elect to remedy any breach or default with contemporaneous written notice to Lessor if immediate action by Lessor would mitigate or prevent further, avoidable damages or if Lessor's breach or default involves any environmental or regulatory issues. Under those circumstances, Lessee must pay all damages, costs, and expenses incurred by Lessor, including, but not limited to attorney's fees, within ten (10) business days of Lessor's presentation to Lessee of receipts related

to such actions. If Lessee disputes any claim by Lessor of a breach or default, Lessee will notify Lessor of its dispute as soon as possible, but not later than ten (10) business days after receipt of Lessor's claim, and Lessor may then initiate any legal action available to Lessor. However, if Lessor remedies a claimed breach or default to mitigate damages or to remedy environmental or regulatory issues, Lessee must pay all costs presented by Lessor, and Lessor's payment will only be refunded if Lessee prevails in its dispute of the underlying claim. If Lessor pursues litigation and prevails in its claim of breach or default, Lessee must pay all costs and expenses incurred by Lessor in enforcing the terms of this Lease, including attorney's fees and interest on all money expended by Lessor to remedy such breach or default (if applicable) at the highest rate allowed by the Directives.

- c. Under the Directives, this lease is subject to forefeiture for Lessee's failure to comply with any term of the lease. Once all or any portion of the Leased Premises has been forfeited by Lessee, it will immediately be available for offer in public lease sales.
- d. Nothing herein will be construed as waiving or preventing the automatic termination of this Lease by operation of law or by reason of any special limitation arising under this Lease, and Lessor may exercise all remedies available to Lessor to enforce or terminate this Lease, collect monetary payments due, or take any other action related to the Lease.

15. ASSIGNMENTS; RELEASE.

- a. The assignment or relinquishment of rights acquired under this Lease is governed by the Directives, and the TEC currently provides for assignment of this Lease without Lessor's consent. However, Lessee must notify Lessor of the assignment of all or any part of the Leased Premises to another party and must promptly provide recorded copies of assignments to Lessor within thirty (30) days of the assignment from Lessee to another party. Failure to notify Lessor of the assignment and to provide a recorded copy of the assignment to the assignee will result in monetary penalties and will also constitute a breach of this Lease.
- b. The assignment or relinquishment of the Leased Premises, or any part of the Leased Premises, will not relieve the Lessee of any obligations accrued under this Lease prior to such assignment or relinquishment, including plugging and abandonment liabilities, or impair any liens provided by law or this Lease.
- **16. 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, will be selected by Lessor in its sole discretion in a court of competent jurisdiction located in either Harris County, Texas, Travis County, Texas, or the county in which the Leased Premises are located.

17. MISCELLANEOUS.

- a. <u>SUCCESSORS AND ASSIGNS</u>. The covenants, conditions, liabilities, and obligations contained in this Lease will be binding upon the heirs, executors, administrators, successors, or assigns of Lessee.
- b. <u>CONFLICTS</u>.
 - i. If a conflict arises between the terms of this Lease and the terms of the Directives, the provisions of the Directives will control.
 - ii. If this Lease becomes subject to a pooling or drilling and development agreement, the terms of such pooling or drilling and development agreement will control over the terms of this Lease and will alter or amend the provisions of this Lease while the pooling or drilling and development agreements are active.
- c. <u>SEVERABILITY</u>. If any clause or provision of this Lease is invalid or unenforceable at any time under then-current laws, the remainder of this Lease will not be affected, and this Lease will be modified so that there will be added as a part of this Lease a legal, valid, and enforceable clause or provision as similar in terms as possible to the invalid or unenforceable clause or provision.
- d. <u>CAPTIONS</u>. The captions of the Sections of this Lease are for reference purposes only and will not affect the meaning or interpretation of this Lease.
- e. <u>TIME OF ESSENCE</u>. Time is of the essence in this Lease.

18. DEFINITIONS.

- a. "<u>Affiliate</u>" means any entity in which Lessee, or any parent company, subsidiary or Affiliate of Lessee, owns any interest, or over which Lessee or any parent company or Affiliate of Lessee exercises any degree of control; and any entity that owns an interest in Lessee, or which exercises any degree of control, directly or indirectly, over Lessee.
- b. "Board for Lease" refers to the Board for Lease of University Lands.
- c. "Board of Regents" means the Board of Regents of the University of Texas System.
- d. "Continuous Drilling Operations" is defined in Section 8.a. of this Lease.
- e. "<u>Costs and Expenses</u>" means all costs, whether related to the costs of production or incurred post-production, associated with Produced Substances on this Lease, including but not limited to (i) producing, manufacturing, gathering, storing, separating, treating, dehydrating, conditioning, compressing, processing, marketing, or transporting the Produced Substances, and (ii) the depreciation of any plant or other facility or facilities or equipment for processing or treating Produced Substances, 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.
- f. "<u>Director</u>" refers to the Chief Executive Officer of University Lands or other person identified by the Board of Regents as primarily responsible for the management of University Lands; as of the Effective Date, Mark A. Houser is the Director.
- g. "<u>Directives</u>" means, collectively, (i) applicable federal, state, county and city laws; (ii) all rules and regulations of any local, state, or federal regulatory authority having jurisdiction; (iii) the TEC; (iv) the Rules; (v) the Field Manual; (vi) the Rate and Damage Schedule; (vii) the Reporting Procedures; and (viii) the Groundwater Management Plan.
- h. "Drilling Operations" is defined in Section 7.a. of this Lease.
- i. "<u>Effective Date</u>" is defined in Section 2 of this Lease.
- j. "<u>Gross Production</u>" means all Produced Substances brought from underground up to and through the well head, and includes, but is not limited to, (i) all hydrocarbons produced in liquid form as oil or condensate at the wellhead and also all condensate, distillate and any other liquid hydrocarbons recovered from Oil, condensate or gas run through a separator or other equipment; (ii) all hydrocarbons and gaseous substances not in liquid form produced from any well; and, (iii) natural gas or liquid hydrocarbons, carbon dioxide, carbon black, sulfur or any other products produced or manufactured from any gas or liquid. The Gross Production volumes of oil, condensate, and gas includes all sales, custody transfer dispositions and/or stored volumes and all non-sales disposition volumes, including but not limited to, lease use, fuel, vent, flare, spills, uncontrolled releases, theft, and any other loss. Gross Production volumes of gaseous hydrocarbons must be adjusted and reported in MMBTUs.
- k. "<u>Groundwater Management Plan</u>" refers to the University Lands Groundwater Management Plan, as amended from time to time, a copy of which may be obtained from University Lands.
- 1. "<u>Field Manual</u>" refers to the University Lands Surface Field Manual of Required Operating Procedures for Oil & Gas Leases, as amended from time to time, a copy of which may be obtained from University Lands.
- m. "<u>Market Value</u>" means the highest of (i) the prevailing market price for substances similar in type and characteristics to the Produced Substances in the general area, (ii) the proceeds of Lessee's sale to an unaffiliated third party of the applicable Produced Substances, or (iii) the highest price paid to Lessee or an Affiliate of Lessee for substances similar in type and characteristics to the Produced Substances in the general area.
- n. "Leased Premises" is defined in Section 2 of this Lease.
- o. "<u>Lessee</u>" is defined in the introductory paragraph of this Lease.

- p. "<u>Lessor</u>" is defined in the introductory paragraph of this Lease.
- q. "<u>Operations</u>" is defined in Section 7.a. of this Lease.
- r. "<u>Paying Quantities</u>" means for an individual well that such well will be considered to be producing in "Paying Quantities" only if during the preceding six (6) month period, the income from the well exceeds the operating and marketing costs specifically attributable to that well.
- s. "Primary Term" is defined in Section 2 of this Lease.
- t. "<u>Produced Substances</u>" means oil, gas, casinghead gas, and by-products thereof, other hydrocarbons, sulphur, distillate, condensate, and other products separated or extracted from gas by use of oil and gas separators or conventional type or other equipment at least as efficient, and all other minerals produced and saved from the Leased Premises.
- u. "Production Unit" is defined in Section 8.a. of this Lease.
- v. "Railroad Commission" means the Railroad Commission of Texas (or any successor agency).
- w. "<u>Rate and Damage Schedule</u>" means the University Lands Rate and Damage Schedule, published by the University of Texas System, a copy of which may be obtained from University Lands.
- x. "<u>Regulatory Reporting Procedures</u>" means the University Lands Oil & Gas Leases Required Regulatory, Reporting, and Compliance Procedures prepared and published by University Lands.
- y. "<u>Representatives</u>" means representatives, owners, members, designees, directors, officers, employees, consultants, contractors, subcontractors, financial advisors, counsel, accountants and other agents, as applicable.
- z. "<u>Retained Lands</u>" is defined in Section 10.b. of this Lease.
- aa. "<u>Reworking Operations</u>" is defined in Section 7.c of this Lease.
- bb. "<u>Rules</u>" means the rules promulgated by the Board of Regents for Lease of University Lands, as amended from time to time. A copy of the Rules may be obtained from University Lands.
- cc. "<u>TEC</u>" means Subchapter D, Chapter 66, Texas Education Code. Each reference to the TEC will refer to such subchapter, as amended from time to time, or any successor statutory provisions.
- dd. "<u>University Lands</u>" refers to the organization delegated the authority by the Board of Regents and the BFL to manage PUF Lands.

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

Commissioner, General Land Office of Texas