

MINUTES

Special Called Video Conference Meeting of Board for Lease of University Lands

Tuesday, August 16, 2022

University of Texas System Building, 2nd Floor Board Room
210 W. 7th Street
Austin, Texas

Board for Lease

Present:

Chairman:

Mark Havens (Chief Clerk, General Land Office)

Members:

Regent Christina Melton Crain (The University of Texas System)

Regent Mike Hernandez III (The Texas A&M University System)

Absent:

Regent Nolan Perez (The University of Texas System)

Secretary:

Karen Rabon

Also Present:

U.T. System

William R. "Billy" Murphy,
Jr.

Sonya Csaszar

Brian Owen

General Land Office

A special called meeting of the Board for Lease of University Lands (the Board) was held via video conference call on Tuesday, August 16, 2022. Chairman Mark Havens was present in person and chaired the meeting in his capacity as Chief Clerk and Deputy Commissioner of the General Land Office, as authorized by Section 31.015 of the *Texas Natural Resources Code* and Subchapter 1.3 of the Board for Lease of University Lands Rules and Regulations.

Chairman Havens called the meeting to order at 2:07 p.m. Austin Local Time.

1. Approval of the Minutes of the August 10, 2021 special called meeting

On motion by Regent Crain, seconded by Regent Hernandez, the Board approved the Minutes of the August 10, 2021 meeting of the Board.

2. Discussion and appropriate action regarding authorization to conduct a sealed bid Lease Sale of University Lands leases located in Andrews, Cooke, Crane, Crockett, Culberson, Gaines, Martin, Reagan, Upton, Ward, and Winkler Counties, Texas, to be held via the internet on October 12, 2022, including approval of lease form

Sonya Csaszar, Interim Chief Legal Officer for University Lands, provided brief background comments regarding the proposed lease sale via the internet, noting that clarifying updates were made to the lease form, specifically to Section 8.d regarding development obligations in the shallow rights.

Regent Crain moved approval of the lease sale as recommended below and approval of updated Lease Form 49.1. Regent Hernandez seconded the motion, which carried unanimously.

RECOMMENDATION

It is recommended that the Board authorize a sealed bid Lease Sale of University Lands leases located in Andrews, Cooke, Crane, Crockett, Culberson, Gaines, Martin, Reagan, Upton, Ward, and Winkler Counties, Texas, to be held via the internet on October 12, 2022.

BACKGROUND INFORMATION

The proposed acreage and lease terms are outlined in the attached Notice of Sale, Lease Sale 131 Acreage Map, Lease Sale 131 Tract List, and Lease Form 49.1 for Sale 131.

There being no other items on the agenda, the meeting was adjourned at 2:11 p.m.

/s/

Karen Rabon, Secretary

**BOARD FOR LEASE OF UNIVERSITY LANDS
OIL AND GAS LEASE SALE NO. 131
BID CLOSING – 10:00 AM, OCTOBER 12, 2022**

NOTICE OF SALE

UNIVERSITY LANDS OIL AND GAS LEASE SALE

ONLINE BIDDING: www.energynet.com

**Bids accepted beginning Wednesday, October 5, 2022
(Interested Parties must be registered with EnergyNet in order to place bids.)**

Bid acceptance ends at 10:00 AM on Wednesday, October 12, 2022

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

Board for Lease of University Lands

**George P. Bush, Chairman
Mike Hernandez III
Christine Melton Crain
Nolan Perez**

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

**BOARD FOR LEASE OF UNIVERSITY LANDS
OIL AND GAS LEASE SALE NO. 131
SEALED BID SALE
BID CLOSING – 10:00 AM, OCTOBER 12, 2022**

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 49.1
- **General Information:** Lease Form 49.1, the Notice of Sale, and Tract List is available from University Lands office, 704 W. Dengar, Midland, Texas, or on our website at: www.utlands.utsystem.edu or EnergyNet at www.energynet.com.

FOR ADDITIONAL INFORMATION REGARDING SALE, CONTACT:

Land Department
Telephone: 432/684-4404
Email: UL_LandMinerals@utsystem.edu

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

Lease Sale 131

CRANE

Minimum Bid \$500
25% Royalty Rate

WINKLER

Minimum Bid \$750
20% Royalty Rate

WARD

Minimum Bid \$3000
25% Royalty Rate

Minimum Bid \$750/\$8000
25% Royalty Rate

ANDREWS

Minimum Bid \$500
25% Royalty Rate

Minimum Bid \$500
25% Royalty Rate

Minimum Bid \$500
25% Royalty Rate

Minimum Bid \$1000
25% Royalty Rate

Minimum Bid \$1000
25% Royalty Rate

Minimum Bid \$500
25% Royalty Rate

MARTIN

UPTON

REAGAN

IRION

CROCKETT

SCHLEICHER

Minimum Bid \$1000
25% Royalty Rate

Minimum Bid \$1500
25% Royalty Rate

Minimum Bid \$1000
25% Royalty Rate

Minimum Bid \$1000
25% Royalty Rate

Minimum Bid \$1000
25% Royalty Rate

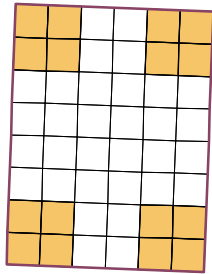
Minimum Bid \$1000
25% Royalty Rate

Minimum Bid \$1000
25% Royalty Rate

Minimum Bid \$1000
25% Royalty Rate

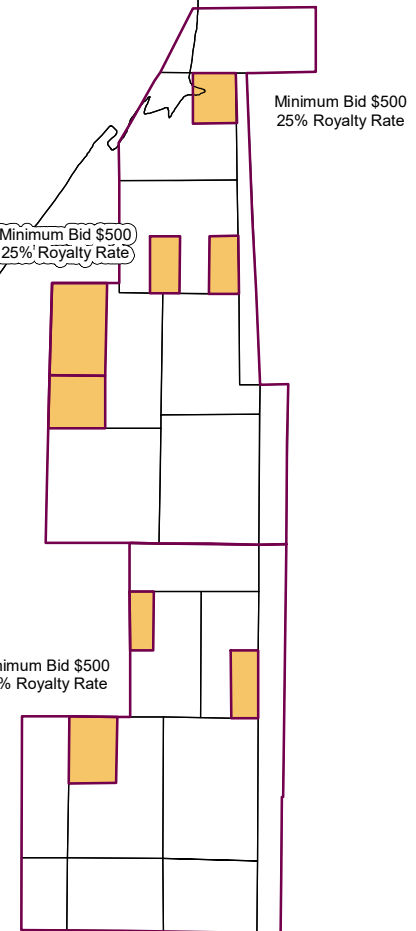
Lease Sale 131

Minimum Bid \$500
20% Royalty Rate



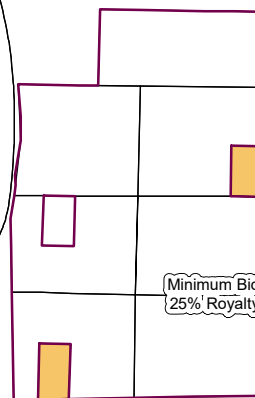
CULBERSON

Minimum Bid \$500
25% Royalty Rate



Minimum Bid \$500
25% Royalty Rate

Minimum Bid \$500
25% Royalty Rate



COOKE

UNIVERSITY LANDS LEASE SALE 131 TRACT LIST

Tract#	Sub Tract	GIS Parcel#	County	Blk	Sec	Part	Total Depths	Acres	Royalty Rate	Min Bid/Acre
1		2708	Ward	16	24	NW	Above 11,300'	122.300	0.25	\$ 8,000.00
2		3252	Ward	16	24	NW	Below 11,300'	122.300	0.20	\$ 750.00
3		1398	Ward	16	33	E2	Below 11,755	321.300	0.20	\$ 750.00
4		2954	Ward	18	25	SE, E2SW	Below 11,850	240.262	0.25	\$ 6,000.00
5		1939	Ward	18	35	E2	Below 11,840	320.350	0.25	\$ 6,000.00
6		1374	Winkler	21	2	E2	Below 13,500	320.350	0.20	\$ 750.00
7		1393	Winkler	21	3	ALL	Below 13,500	640.700	0.20	\$ 750.00
8		1392	Winkler	21	4	ALL	Below 13,500	640.700	0.20	\$ 750.00
9		1391	Winkler	21	9	W2	Below 13,500	320.350	0.20	\$ 750.00
10		1390	Winkler	21	10	ALL	Below 13,500	640.700	0.20	\$ 750.00
11		1380	Winkler	21	14	W2	Below 13,500	320.350	0.20	\$ 750.00
12		1389	Winkler	21	15	W2	Below 13,500	320.350	0.20	\$ 750.00
13		1388	Winkler	21	16	ALL	Below 13,500	640.700	0.20	\$ 750.00
14		1413	Winkler	21	21	ALL	Below 13,500	640.700	0.20	\$ 750.00
15		1379	Winkler	21	22	N2	Below 13,500	320.350	0.20	\$ 750.00
16		1387	Winkler	21	27	W2	Below 13,500	320.350	0.20	\$ 750.00
17		1386	Winkler	21	28	ALL	Below 13,500	640.700	0.20	\$ 750.00
18	1	2721	Andrews	1	31	E2W2	ALL	160.750	0.25	\$ 500.00
18	2	2722	Andrews	1	38	E2NW	ALL	80.063	0.25	\$ 500.00
19		902	Winkler	21	29	ALL	Below 13,500	640.700	0.20	\$ 750.00
20		2621	Andrews	4	1	N2,N2S2,SWSW	All	519.906	0.25	\$ 500.00
21		1238	Andrews	4	3	N2	All	320.250	0.25	\$ 500.00
22		1639	Andrews	4	8	N2,W2SW	All	400.688	0.25	\$ 500.00
23		1239	Andrews	4	10	NW,N2NE	All	240.187	0.25	\$ 500.00
24		1485	Andrews	4	12	SW,S2NW,NWNW	All	279.950	0.25	\$ 500.00
25		1199	Andrews	4	16	NW,E2SW	All	240.412	0.25	\$ 500.00
26		1637	Andrews	4	18	S2,NE	All	484.500	0.25	\$ 500.00
27		1195	Andrews	4	21	N2,SW	All	480.825	0.25	\$ 500.00
28		3133	Andrews	4	24	N2NW	All	79.987	0.25	\$ 500.00
29		1782	Andrews	4	27	SE	All	160.125	0.25	\$ 500.00
30		2632	Andrews	4	27	NWNW	All	40.040	0.25	\$ 500.00
31		2633	Andrews	4	27	SWSW	All	40.060	0.25	\$ 500.00
32		1160	Andrews	4	29	S2	All	320.550	0.25	\$ 500.00
33		1197	Andrews	4	31	N2,SE	All	484.500	0.25	\$ 500.00
34		1196	Andrews	4	32	N2	All	320.550	0.25	\$ 500.00
35		1198	Andrews	4	33	NW,W2SW,W2SE	All	320.550	0.25	\$ 500.00
36		1787	Andrews	4	35	NW	All	160.475	0.25	\$ 500.00
37		2627	Andrews	4	36	NW	All	159.975	0.25	\$ 500.00
38		2493	Andrews	4	37	S2NW, S2S2	All	239.960	0.25	\$ 500.00
39		1629	Andrews	4	40	N2NE	All	80.137	0.25	\$ 500.00
40		1194	Andrews	5	6	E2	All	323.650	0.25	\$ 1,000.00
41		1200	Andrews	5	7	S2 SW	Below 4,905	80.913	0.25	\$ 1,000.00
42		1201	Andrews	5	7	NW, N2SW	All	242.737	0.25	\$ 1,000.00
43		1882	Andrews	5	16	W2	Below 11,615	323.650	0.25	\$ 1,000.00
44		1883	Andrews	5	17	S2 NE, W2 SE	Below 11,522	161.825	0.25	\$ 1,000.00
45		1885	Andrews	5	20	E2	Below 11,604	323.650	0.25	\$ 1,000.00
46		1884	Andrews	5	21	W2, S2 SE, N2 NE	Below 12,100	485.475	0.25	\$ 1,000.00
47		1024	Andrews	5	22	W2	Below 13,025	323.650	0.25	\$ 1,000.00
48		1050	Andrews	5	22	W2 E2	Below 11,538	161.825	0.25	\$ 1,000.00
49		3212	Andrews	5	22	E2E2	Below 11,027'	80.912	0.25	\$ 1,000.00
50		3215	Andrews	5	23	N2, N2SE	Below 11,022'	242.738	0.25	\$ 1,000.00
51		2483	Andrews	5	23	SW	Below 11,600	161.825	0.25	\$ 1,000.00
52		2694	Andrews	5	23	S2SE	Below 11,600	80.913	0.25	\$ 1,000.00
53		3228	Andrews	5	24	S2NW	Below 11,015'	80.912	0.25	\$ 1,000.00
54		2626	Andrews	5	24	W2	Below 11,625	323.650	0.25	\$ 1,000.00
55		3231	Andrews	5	25	N2SW	Below 11,011	80.912	0.25	\$ 1,000.00
56		2625	Andrews	5	25	W2	Below 11,805	323.650	0.25	\$ 1,000.00
57		1023	Andrews	5	26	N2, E2SE	Below 11,500	404.562	0.25	\$ 1,000.00
58		1288	Andrews	5	26	E2SW	Below 11,455	80.912	0.25	\$ 1,000.00
59		1364	Andrews	5	26	W2SE	Below 11,607	80.913	0.25	\$ 1,000.00
60		3232	Andrews	5	26	W2SW	Below 11,013'	80.913	0.25	\$ 1,000.00
61		3235	Andrews	5	27	E2NE	Below 11,021'	80.912	0.25	\$ 1,000.00

UNIVERSITY LANDS LEASE SALE 131 TRACT LIST

Tract#	Sub Tract	GIS Parcel#	County	Blk	Sec	Part	Total Depths	Acres	Royalty Rate	Min Bid/Acre
62		2379	Andrews	5	27	NW, S2S2	Below 12,680	323.650	0.25	\$ 1,000.00
63		1886	Andrews	5	28	ALL	Below 11,540	647.300	0.25	\$ 1,000.00
64		1887	Andrews	5	29	ALL	Below 11,613	647.300	0.25	\$ 1,000.00
65		820	Andrews	5	31	W2NE	Below 14,130	80.913	0.25	\$ 1,000.00
66		1366	Andrews	5	31	NW	Below 11,530	161.824	0.25	\$ 1,000.00
67		3237	Andrews	5	31	E2NE	Below 10,898'	80.913	0.25	\$ 1,000.00
68		1888	Andrews	5	32	ALL	Below 11,570	647.300	0.25	\$ 1,000.00
69		986	Andrews	5	33	ALL	Below 12,110	647.300	0.25	\$ 1,000.00
70		1189	Andrews	5	34	SE	Below 11,530	161.825	0.25	\$ 1,000.00
71		1289	Andrews	5	34	N2, E2SW	Below 11,460	404.562	0.25	\$ 1,000.00
72		3239	Andrews	5	34	W2SW	Below 10,971'	80.913	0.25	\$ 1,000.00
73		824	Andrews	5	35	NWNW	Below 12,791	40.457	0.25	\$ 1,000.00
74		1192	Andrews	5	35	S2, NE	Below 11,550	485.475	0.25	\$ 1,000.00
75		1284	Andrews	5	35	E2NW, SWNW	Below 12,175	121.368	0.25	\$ 1,000.00
76		895	Andrews	5	36	N2 NW	Below 11,475	80.913	0.25	\$ 1,000.00
77		871	Andrews	5	38	W2	Below 13,050	323.650	0.25	\$ 1,000.00
78		876	Andrews	5	38	E2	Below 12,790	323.650	0.25	\$ 1,000.00
79		832	Andrews	5	39	NE	Below 12,805	161.825	0.25	\$ 1,000.00
80		1193	Andrews	5	39	S2, NW	Below 12,625	485.475	0.25	\$ 1,000.00
81		1114	Andrews	5	40	ALL	Below 12,118	647.300	0.25	\$ 1,000.00
82	1	1776	Andrews	5	41	E2SW	Below 12,315	80.913	0.25	\$ 1,000.00
82	2	1889	Andrews	5	41	NE	Below 11,600	161.825	0.25	\$ 1,000.00
82	3	3245	Andrews	5	41	NW	Below 10,933'	161.825	0.25	\$ 1,000.00
82	4	3243	Andrews	5	41	SE	Below 10,933'	161.825	0.25	\$ 1,000.00
83		3240	Andrews	5	41	W2SW	Below 10,933'	80.913	0.25	\$ 1,000.00
84		1010	Andrews	5	42	SE	Below 12,663	161.825	0.25	\$ 1,000.00
85		3246	Andrews	5	42	E2SW	Below 10,909	80.913	0.25	\$ 1,000.00
86		1856	Andrews, Gaines	6	4	N2, SE	ALL	480.000	0.25	\$ 1,000.00
87		1633	Andrews, Gaines	6	13	E2NE	Below 10,600	80.000	0.25	\$ 1,000.00
88		2700	Andrews, Gaines, Martin	6	13	SE	Below 11,350	160.000	0.25	\$ 1,000.00
89		2709	Andrews, Gaines, Martin	6	13	W2NE	Below 11,350	80.000	0.25	\$ 1,000.00
90		1039	Andrews, Martin	6	16	E2	Below 12,300	320.000	0.25	\$ 1,000.00
91		1079	Andrews	6	19	SE	Below 12,320	160.000	0.25	\$ 1,000.00
92		1865	Andrews	6	22	S2, W2NW	ALL	400.000	0.25	\$ 1,000.00
93		1120	Andrews	6	23	ALL	Below 11,650	640.000	0.25	\$ 1,000.00
94		1051	Andrews	6	24	ALL	Below 13,044	640.000	0.25	\$ 1,000.00
95		1489	Andrews	6	26	S2SE	Below 10,275	80.000	0.25	\$ 1,000.00
96		1632	Andrews	6	26	E2NW	Below 11,483	80.000	0.25	\$ 1,000.00
97		2699	Andrews	6	26	NE	Below 11,534	160.000	0.25	\$ 1,000.00
98		2733	Andrews	6	26	W2NW	Below 11,534	80.000	0.25	\$ 1,000.00
99		1468	Andrews	6	31	N2S2, S2NE	Below 10,400	240.000	0.25	\$ 1,000.00
99		1488	Andrews	6	27	S2NW, N2SW	Below 11,500	160.000	0.25	\$ 1,000.00
100		961	Andrews	6	32	W2SW	Below 11,850	80.000	0.25	\$ 1,000.00
101		1363	Andrews	6	32	NW, SE, E2SW	Below 11,810	400.000	0.25	\$ 1,000.00
102		1052	Andrews	6	33	N2, SW	Below 11,550	480.000	0.25	\$ 1,000.00
103		1675	Andrews	6	34	N2SW	ALL	80.000	0.25	\$ 1,000.00
104		3203	Andrews	6	34	N2, SE	Below 13,000	480.000	0.25	\$ 1,000.00
105		2739	Andrews	6	34	S2SW	Below 13,000	80.000	0.25	\$ 1,000.00
106		981	Andrews	6	35	W2SW	Below 10,430	80.000	0.25	\$ 1,000.00
107		957	Andrews	6	36	N2NW	Below 11,475	80.000	0.25	\$ 1,000.00
108		906	Andrews	6	37	SW	Below 12,685	160.000	0.25	\$ 1,000.00
109		1630	Andrews	6	38	NE, N2 NW	Below 11,463	240.000	0.25	\$ 1,000.00
110		1078	Andrews	6	40	N2NE	Below 10,320	80.000	0.25	\$ 1,000.00
111		980	Martin	6	44	SE, E2SW	Below 11,306	240.000	0.25	\$ 1,000.00
112		1631	Martin	6	44	W2SW	Below 12,209	80.000	0.25	\$ 1,000.00
113		1047	Andrews	6	46	S2, NW	Below 11,452	480.000	0.25	\$ 1,000.00
114		918	Andrews	6	47	S2NW	Below 12,724	80.000	0.25	\$ 1,000.00
115		920	Andrews	6	47	SW	Below 12,812	160.000	0.25	\$ 1,000.00
116		1317	Andrews	6	47	NE, N2NW	Below 12,147	240.000	0.25	\$ 1,000.00
117		922	Andrews	6	48	E2NE	Below 10,450	80.000	0.25	\$ 1,000.00
118		1362	Andrews	6	48	SE, W2NE	Below 11,674	240.000	0.25	\$ 1,000.00
119		912	Andrews	7	5	E2SW	Below 10,612	80.000	0.25	\$ 1,000.00
120		1361	Andrews	7	5	N2, W2SW	Below 11,624	400.000	0.25	\$ 1,000.00

UNIVERSITY LANDS LEASE SALE 131 TRACT LIST

Tract#	Sub Tract	GIS Parcel#	County	Blk	Sec	Part	Total Depths	Acres	Royalty Rate	Min Bid/Acre
121		1048	Martin	7	17	E2	Below 12,900	320.000	0.25	\$ 1,000.00
122		1360	Andrews	7	18	S2NW	Below 11,458	80.000	0.25	\$ 1,000.00
123		1040	Andrews	7	19	SW, S2SE	Below 11,393	240.000	0.25	\$ 1,000.00
124		1490	Andrews	7	20	E2SE	Below 10,418	80.000	0.25	\$ 1,000.00
125		885	Andrews	7	21	W2E2	Below 11,425	160.000	0.25	\$ 1,000.00
126		878	Andrews	8	1	E2E2	Below 13,810	161.825	0.25	\$ 1,000.00
127		867	Andrews	8	2	W2	Below 13,118	323.650	0.25	\$ 1,000.00
128		1190	Andrews	8	3	ALL	Below 12,605	647.300	0.25	\$ 1,000.00
129		1115	Andrews	8	4	ALL	Below 11,599	647.300	0.25	\$ 1,000.00
130		1116	Andrews	8	5	SE	Below 13,400	161.825	0.25	\$ 1,000.00
131		3219	Andrews	8	5	SW	Below 10,938'	161.825	0.25	\$ 1,000.00
132		1319	Andrews	8	6	N2NE	Below 11,318	80.912	0.25	\$ 1,000.00
133		3221	Andrews	8	6	S2NE	Below 10,932'	80.913	0.25	\$ 1,000.00
134		985	Andrews	8	7	W2NW	Below 12,710	80.913	0.25	\$ 1,000.00
135		2695	Andrews	8	7	E2SW	Below 12,350	80.910	0.25	\$ 1,000.00
136		3223	Andrews	8	7	E2NW, W2SW	Below 10,966'	161.825	0.25	\$ 1,000.00
137		1287	Andrews	8	8	W2NE	Below 11,993	80.912	0.25	\$ 1,000.00
138		3227	Andrews	8	8	E2NE	Below 10,941	80.913	0.25	\$ 1,000.00
139		3225	Andrews	8	8	NW	Below 10,941	161.825	0.25	\$ 1,000.00
140		1286	Andrews	8	9	NW, N2NE, E2SW	Below 12,223	323.649	0.25	\$ 1,000.00
141		868	Andrews	8	11	W2	Below 12,825	323.650	0.25	\$ 1,000.00
141		886	Andrews	8	10	S2NW	Below 11,400	80.913	0.25	\$ 1,000.00
142		887	Andrews	8	13	N2NW	Below 10,500	80.913	0.25	\$ 1,000.00
143		1285	Andrews	8	16	SW	Below 11,360	160.940	0.25	\$ 1,000.00
144		1280	Andrews	8	18	ALL	Below 11,822	647.300	0.25	\$ 1,000.00
145	1	1441	Andrews	11	20	S2	All	333.050	0.25	\$ 500.00
145	2	1437	Andrews	11	29	W2, NE, W2SE	All	578.027	0.25	\$ 500.00
145	3	1442	Andrews	11	32	NW, NWNE	All	206.718	0.25	\$ 500.00
146	1	1432	Andrews	11	21	SW, W2SE	All	249.787	0.25	\$ 500.00
146	2	1436	Andrews	11	28	W2, W2E2	All	494.837	0.25	\$ 500.00
147		1910	Andrews	11	26	SWNW	All	41.287	0.25	\$ 500.00
148	1	1418	Andrews	11	30	W2	All	243.650	0.25	\$ 500.00
148	2	1416	Andrews	11	31	S2, NW, S2S2NE	All	396.450	0.25	\$ 500.00
149		1705	Andrews	12	8	E2	Below 7,385'	322.650	0.25	\$ 500.00
150		1706	Andrews	12	8	W2	All	322.650	0.25	\$ 500.00
151		1635	Andrews	12	9	W2	All	322.650	0.25	\$ 500.00
152		1484	Andrews	12	10	E2E2W2, SE, N2NE, SENE	All	362.981	0.25	\$ 500.00
153		1163	Andrews	12	13	ALL	All	626.600	0.25	\$ 500.00
154		1353	Andrews	12	16	NW	All	161.325	0.25	\$ 500.00
155		1709	Andrews	12	17	E2	Below 7,870'	322.650	0.25	\$ 500.00
156		1711	Andrews	12	20	E2	Below 7,438'	323.100	0.25	\$ 500.00
157		1712	Andrews	12	20	W2	All	323.100	0.25	\$ 500.00
158		1124	Andrews	12	21	NENE	Above 3,702'	40.388	0.25	\$ 500.00
159		1460	Andrews	12	21	W2, SE, S2NE, NWNE	All	605.812	0.25	\$ 500.00
160		1626	Andrews	12	21	NENE	Below 7,918	40.388	0.25	\$ 500.00
161		1074	Andrews	12	22	NESW	Below 8,425'	40.387	0.25	\$ 500.00
162		1713	Andrews	12	22	W2SW	Below 7,274'	80.775	0.25	\$ 500.00
163		1714	Andrews	12	22	SESW	All	40.388	0.25	\$ 500.00
164		1662	Andrews	12	32	ALL	All	647.200	0.25	\$ 500.00
165		1722	Andrews	12	34	ALL	All	647.200	0.25	\$ 500.00
166		1676	Andrews	13	1	SWSW	All	40.144	0.25	\$ 500.00
167		1725	Andrews	13	11	NWNE	All	40.125	0.25	\$ 500.00
168		2654	Andrews	13	22	W2NW	All	80.463	0.25	\$ 500.00
169		1820	Andrews	13	28	S2	All	321.850	0.25	\$ 500.00
170	1	1667	Crane	30	3	ALL	All	640.000	0.25	\$ 500.00
170	2	1729	Crane	30	10	ALL	All	640.000	0.25	\$ 500.00
171	1	1352	Crane	30	4	NE, S2	All	480.000	0.25	\$ 500.00
171	2	2329	Crane	30	9	SE, E2NE, E2W2	All	400.000	0.25	\$ 500.00
172	1	2314	Reagan	1	2	All	All	655.300	0.25	\$ 1,000.00
172	2	2313	Reagan	1	11	E2, E2E2W2	All	409.561	0.25	\$ 1,000.00
172	3	2556	Reagan	6	5	All	All	653.200	0.25	\$ 1,000.00
173	1	2597	Reagan	1	5	W2, NE	All	491.475	0.25	\$ 1,000.00

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Tract#	Sub Tract	GIS Parcel#	County	Blk	Sec	Part	Total Depths	Acres	Royalty Rate	Min Bid/Acre
173	2	2598	Reagan	1	5	SE	Below 7841	163.825	0.25	\$ 1,000.00
173	3	2291	Reagan	1	6	W2W2, W2W2E2W2	All	204.780	0.25	\$ 1,000.00
173	4	2288	Reagan	1	7	W2W2, W2W2E2W2	All	204.780	0.25	\$ 1,000.00
173	5	2312	Reagan	1	8	All	All	655.300	0.25	\$ 1,000.00
173	6	2001	Upton	4	21	W2	All	327.650	0.25	\$ 1,000.00
173	7	2002	UPTON	4	22	S2	All	327.650	0.25	\$ 1,000.00
173	8	2003	Upton	4	27	N2	All	327.650	0.25	\$ 1,000.00
173	9	2004	Upton	4	28	NW	All	163.825	0.25	\$ 1,000.00
173	10	2005	Upton	4	29	W2, NE, E2SE	All	573.388	0.25	\$ 1,000.00
173	11	2436	UPTON	4	30	W2E2, SW	All	331.470	0.25	\$ 1,000.00
173	12	2469	Upton	4	31	W2NW, W2SE	All	120.250	0.25	\$ 1,000.00
173	13	808	Upton	4	32	All	All	655.300	0.25	\$ 1,000.00
173	14	2006	Upton	5	5	NW, SE	All	326.600	0.25	\$ 1,000.00
173	15	2007	Reagan, Upton	5	6	All	All	653.200	0.25	\$ 1,000.00
173	16	2010	Reagan, Upton	5	7	All	All	653.200	0.25	\$ 1,000.00
173	17	2009	Upton	5	8	All	All	653.200	0.25	\$ 1,000.00
173	18	2293	Reagan	6	1	W2, S2NE, SE	All	565.960	0.25	\$ 1,000.00
173	19	2555	Reagan	6	2	NE, N2SE	Below 7841	244.950	0.25	\$ 1,000.00
173	20	2554	Reagan	6	2	SW, S2NW, S2N2NW	Below 7962	285.775	0.25	\$ 1,000.00
173	21	2553	Reagan	6	2	N2N2NW, S2SE	All	122.475	0.25	\$ 1,000.00
174	1	2290	Reagan	1	6	E2, E2E2W2, E2W2E2W2	Below 9300	450.520	0.25	\$ 1,000.00
174	2	2289	Reagan	1	7	E2, E2E2W2, E2W2E2W2	Below 9500	450.520	0.25	\$ 1,000.00
174	3	2292	Reagan	6	1	N2NE	Below 9200	87.240	0.25	\$ 1,000.00
175	1	2593	Upton	4	25	All	Below 8514	678.400	0.25	\$ 1,000.00
175	2	2584	Upton	4	36	N2,N2N2N2N2SW	Below 8514	350.934	0.25	\$ 1,000.00
176	1	2585	UPTON	4	35	W2W2, W2E2W2, W2E2E2W2	Below 8,288	286.694	0.25	\$ 1,000.00
176	2	2581	Upton	5	2	W2W2, W2E2W2, W2E2E2W2	Below 8288	285.775	0.25	\$ 1,000.00
176	3	2574	UPTON	5	11	W2W2, W2E2W2, W2E2E2W2	Below 8,288	285.775	0.25	\$ 1,000.00
176	4	2570	Upton	5	14	W2W2, W2E2W2, W2E2E2W2	Below 8288	285.775	0.25	\$ 1,000.00
177	1	2586	Upton	4	35	E2, E2E2E2W2	All	368.606	0.25	\$ 1,000.00
177	2	2582	Upton	5	2	E2, E2E2E2W2	All	367.425	0.25	\$ 1,000.00
177	3	2575	Upton	5	11	E2, E2E2E2W2	All	367.425	0.25	\$ 1,000.00
177	4	2571	Upton	5	14	E2, E2E2E2W2	All	367.425	0.25	\$ 1,000.00
178	1	2583	Upton	4	36	S2S2, S2N2S2, S2N2N2S2, N2N2N2N2SE, S2N2N2N2S2	All	329.666	0.25	\$ 1,000.00
178	2	2321	Upton	5	1	All	All	680.600	0.25	\$ 1,000.00
178	3	2322	Upton	5	12	All	All	682.700	0.25	\$ 1,000.00
179	1	2296	UPTON	5	4	SE	All	163.300	0.25	\$ 1,000.00
179	2	2428	Upton	5	9	NW, E2NE, E2E2W2NE, SE	All	428.662	0.25	\$ 1,000.00
179	3	2323	Upton	5	16	All	All	653.200	0.25	\$ 1,000.00
180	1	2576	Upton	5	10	W2	Below 8050	326.600	0.25	\$ 1,000.00
180	2	2577	Upton	5	10	NE	Below 8180	163.300	0.25	\$ 1,000.00
180	3	2578	UPTON	5	10	SE	All	163.300	0.25	\$ 1,000.00
180	4	2568	Upton	5	15	NW	Below 8050	163.300	0.25	\$ 1,000.00
180	5	2569	Upton	5	15	E2, SW	All	489.900	0.25	\$ 1,000.00
181	1	2572	Upton	5	13	E2	Below 8502	342.450	0.25	\$ 1,000.00
181	2	2561	Upton	5	24	N2NE	Below 8502	85.875	0.25	\$ 1,000.00
182	1	2573	Upton	5	13	W2	All	342.450	0.25	\$ 1,000.00
182	2	2482	Crockett, Upton	5	24	W2, SE, S2NE	All	601.125	0.25	\$ 1,000.00

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Tract#	Sub Tract	GIS Parcel#	County	Blk	Sec	Part	Total Depths	Acres	Royalty Rate	Min Bid/Acre
183	1	2565	Upton	5	17	W2W2, W2E2W2, W2E2E2W2	Below 7863	285.775	0.25	\$ 1,000.00
183	2	2566	Upton	5	17	E2, E2E2E2W2	All	367.425	0.25	\$ 1,000.00
183	3	2567	Crockett, Upton	5	20	E2, E2E2E2W2	All	367.425	0.25	\$ 1,000.00
183	4	2660	Crockett, Upton	5	20	W2W2, W2E2W2, W2E2E2W2	Below 7863	285.775	0.25	\$ 1,000.00
184	1	2324	Crockett, Upton	5	21	All	All	653.200	0.25	\$ 1,000.00
184	2	2325	Crockett	5	28	All	All	653.200	0.25	\$ 1,000.00
184	3	1949	Crockett	5	33	All	All	713.300	0.25	\$ 1,000.00
185	1	1953	Crockett	5	29	All	All	653.200	0.25	\$ 1,000.00
185	2	1948	Crockett	5	32	All	All	704.300	0.25	\$ 1,000.00
186	1	1952	Crockett	5	30	All	All	653.200	0.25	\$ 1,000.00
186	2	1947	Crockett	5	31	All	All	695.400	0.25	\$ 1,000.00
187	1	2315	Reagan	6	3	All	All	653.200	0.25	\$ 1,000.00
187	2	2558	Reagan	6	10	All	All	653.200	0.25	\$ 1,000.00
187	3	2316	Reagan	6	15	N2, SE	All	489.900	0.25	\$ 1,000.00
188	1	2549	Reagan	6	11	E2, SW, S2N2S2N2NW, S2NW	All	602.169	0.25	\$ 1,000.00
188	2	2550	Reagan	6	11	N2N2NW, N2N2S2N2NW	Below 7962	51.031	0.25	\$ 1,000.00
188	3	2548	Reagan	6	14	N2, W2SW	All	408.250	0.25	\$ 1,000.00
189	1	2011	Reagan	6	12	All	All	653.200	0.25	\$ 1,000.00
189	2	2559	Reagan	6	13	All	All	653.200	0.25	\$ 1,000.00
190	1	2317	Reagan	6	16	All	All	653.200	0.25	\$ 1,000.00
190	2	2318	Crockett, Reagan	6	21	All	All	653.200	0.25	\$ 1,000.00
191	1	1960	Crockett	6	28	All	All	653.200	0.25	\$ 1,000.00
191	2	1956	Crockett	6	33	All	All	720.800	0.25	\$ 1,000.00
192	1	2045	Reagan	7	1	All	All	639.500	0.25	\$ 1,500.00
192	2	2023	Reagan	8	30	All	All	641.500	0.25	\$ 1,500.00
192	3	2383	Reagan	8	31	NW, SE	All	320.750	0.25	\$ 1,500.00
193	1	2044	Reagan	7	2	All	All	639.500	0.25	\$ 1,000.00
193	2	2299	Reagan	8	29	W2	All	320.750	0.25	\$ 1,000.00
193	3	2300	Reagan	8	32	W2	All	320.750	0.25	\$ 1,000.00
194	1	2516	Reagan	7	10	E2	All	319.750	0.25	\$ 1,000.00
194	2	2524	Reagan	7	13	NE	All	159.875	0.25	\$ 1,000.00
195	1	2510	Reagan	7	4	E2	All	319.750	0.25	\$ 1,000.00
195	2	2512	Reagan	7	8	E2, SW	All	479.625	0.25	\$ 1,000.00
196	1	1973	Crockett, Reagan	7	23	All	All	639.500	0.25	\$ 1,000.00
196	2	1972	Crockett	7	24	All	All	639.500	0.25	\$ 1,000.00
196	3	1964	Crockett	7	35	All	All	656.200	0.25	\$ 1,000.00
197	1	1971	Crockett	7	25	All	All	639.500	0.25	\$ 1,000.00
197	2	1965	Crockett	7	34	All	All	661.300	0.25	\$ 1,000.00
198	1	2012	Reagan	8	4	All	All	641.500	0.25	\$ 1,500.00
198	2	2013	Reagan	8	5	E2, NW	All	481.125	0.25	\$ 1,500.00
198	3	2014	Reagan	8	6	S2	All	320.750	0.25	\$ 1,500.00
198	4	2432	Reagan	8	7	All	All	641.500	0.25	\$ 1,500.00
198	5	2016	Reagan	8	8	All	All	641.500	0.25	\$ 1,500.00
198	6	2015	Reagan	8	9	All	All	641.500	0.25	\$ 1,500.00
198	7	2017	Reagan	8	16	All	All	641.500	0.25	\$ 1,500.00
198	8	2018	Reagan	8	17	All	All	641.500	0.25	\$ 1,500.00
198	9	2019	Reagan	8	18	All	All	641.500	0.25	\$ 1,500.00
198	10	2020	Reagan	8	19	All	All	641.500	0.25	\$ 1,500.00
198	11	2021	Reagan	8	20	All	All	641.500	0.25	\$ 1,500.00
198	12	2022	Reagan	8	21	E2E2, NWNE, NENW	All	240.563	0.25	\$ 1,500.00
198	13	2026	Reagan	11	12	All	All	641.500	0.25	\$ 1,500.00
198	14	2027	Reagan	11	13	All	All	641.500	0.25	\$ 1,500.00
198	15	2030	Reagan	11	24	All	All	641.500	0.25	\$ 1,500.00
199	1	2829	Reagan	9	3	SE	ALL	161.450	0.25	\$ 1,000.00
199	2	2769	Reagan	9	10	W2SW	ALL	80.725	0.25	\$ 1,000.00
199	3	2772	Reagan	9	10	NE	All	161.450	0.25	\$ 1,000.00
199	4	3195	Reagan	9	10	SE	All	161.450	0.25	\$ 1,000.00

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Tract#	Sub Tract	GIS Parcel#	County	Blk	Sec	Part	Total Depths	Acres	Royalty Rate	Min Bid/Acre
199	5	2861	Reagan	9	15	W2NW	Below 8,715	80.725	0.25	\$ 1,000.00
199	6	2862	Reagan	9	15	W2SW	Below 8,715	80.725	0.25	\$ 1,000.00
199	7	2863	Reagan	9	15	SE, E2SW	All	242.175	0.25	\$ 1,000.00
199	8	3196	Reagan	9	15	NE	All	161.450	0.25	\$ 1,000.00
200	1	2870	Reagan	9	8	W2W2W2, E2W2SW, E2SW	All	201.812	0.25	\$ 1,000.00
200	2	2868	Reagan	9	9	E2E2E2	All	80.724	0.25	\$ 1,000.00
200	3	2882	Reagan	9	16	E2E2E2	All	80.724	0.25	\$ 1,000.00
200	4	2873	Reagan	9	17	W2	All	322.900	0.25	\$ 1,000.00
201	1	2740	Reagan	10	27	S2S2, S2N2S2	All	242.175	0.25	\$ 1,000.00
201	2	2752	Reagan	10	28	SW, W2SE	All	242.175	0.25	\$ 1,000.00
201	3	2750	Reagan	10	33	W2, W2E2	All	484.350	0.25	\$ 1,000.00
201	4	3125	Reagan	10	34	All	All	645.800	0.25	\$ 1,000.00
201	5	2844	Reagan	11	3	E2, E2E2E2W2	All	360.840	0.25	\$ 1,000.00
201	6	2853	Reagan	11	4	W2, W2W2W2E2	All	360.840	0.25	\$ 1,000.00
201	7	2854	Reagan	11	9	W2, W2W2W2E2	All	360.840	0.25	\$ 1,000.00
201	8	2848	Reagan	11	10	E2, E2E2E2W2	All	360.840	0.25	\$ 1,000.00
202	1	2746	Reagan	10	36	E2, E2E2W2	All	403.624	0.25	\$ 1,000.00
202	2	2842	Reagan	11	1	E2, E2E2W2	All	400.940	0.25	\$ 1,000.00
203	1	2303	Reagan	11	14	W2, W2W2E2	All	400.940	0.25	\$ 1,000.00
203	2	2466	Reagan	11	23	W2, S2N2N2SE, S2N2SE, S2SE, W2W2NE, N2NWNWSE	All	506.227	0.25	\$ 1,000.00
203	3	2033	Reagan	11	26	All	All	641.500	0.25	\$ 1,000.00
204	1	2028	Reagan	11	16	All	All	641.500	0.25	\$ 1,000.00
204	2	2031	Reagan	11	21	All	All	641.500	0.25	\$ 1,000.00
204	3	2035	Reagan	11	28	All	All	641.500	0.25	\$ 1,000.00
204	4	2041	Reagan	11	33	All	All	641.500	0.25	\$ 1,000.00
205	1	2029	Reagan	11	17	All	All	641.500	0.25	\$ 1,000.00
205	2	2032	Reagan	11	20	All	All	641.500	0.25	\$ 1,000.00
205	3	2036	Reagan	11	29	All	All	641.500	0.25	\$ 1,000.00
205	4	2042	Reagan	11	32	All	All	641.500	0.25	\$ 1,000.00
206	1	2174	Reagan	11	18	W2E2	Below 9,175'	165.130	0.25	\$ 1,000.00
206	2	2175	Reagan	11	18	W2, E2E2	All	495.370	0.25	\$ 1,000.00
206	3	2430	Reagan	11	19	W2, E2NE, S2SE, S2N2SE, S2N2N2SE, N2N2NESE	All	570.710	0.25	\$ 1,000.00
206	4	2037	Reagan	11	30	All	All	667.700	0.25	\$ 1,000.00
206	5	2043	Reagan	11	31	All	All	671.300	0.25	\$ 1,000.00
207	1	2034	Reagan	11	27	All	All	641.500	0.25	\$ 1,000.00
207	2	2040	Reagan	11	34	All	All	641.500	0.25	\$ 1,000.00
207	3	2047	Reagan	12	4	W2	All	319.750	0.25	\$ 1,000.00
207	4	2898	Reagan	12	4	E2	Below 7250	319.750	0.25	\$ 1,000.00
208	1	2046	Reagan	12	6	All	All	639.500	0.25	\$ 1,000.00
208	2	2048	Reagan	12	7	All	All	639.500	0.25	\$ 1,000.00
209	1	2899	Reagan	12	11	E2	Below 6,839	319.750	0.25	\$ 1,000.00
209	2	1779	Reagan	12	14	E2	All	319.750	0.25	\$ 1,000.00
210	1	2050	Reagan, Crockett	12	20	All	All	639.500	0.25	\$ 1,000.00
210	2	2053	Crockett	12	29	All	All	639.500	0.25	\$ 1,000.00
210	3	2057	Crockett	12	32	All	All	647.400	0.25	\$ 1,000.00
211	1	2052	Crockett	12	30	All	All	639.500	0.25	\$ 1,000.00
211	2	1977	Crockett	12	31	All	All	651.500	0.25	\$ 1,000.00
212	1	2094	Crockett	38	18	S2	All	338.200	0.25	\$ 1,000.00
212	2	2095	Crockett	38	23	All	All	676.400	0.25	\$ 1,000.00
212	3	2100	Crockett	38	28	All	All	676.400	0.25	\$ 1,000.00
212	4	2116	Crockett	39	3	All	All	676.400	0.25	\$ 1,000.00
212	5	2120	Crockett	39	8	All	All	676.400	0.25	\$ 1,000.00
213	1	2096	Crockett	38	24	All	All	676.400	0.25	\$ 1,000.00
213	2	2099	Crockett	38	27	All	All	676.400	0.25	\$ 1,000.00
213	3	2117	Crockett	39	4	All	All	676.400	0.25	\$ 1,000.00
214	1	2097	Crockett	38	25	All	All	680.900	0.25	\$ 1,000.00
214	2	2098	Crockett	38	26	All	All	682.700	0.25	\$ 1,000.00
214	3	2118	Crockett	39	5	All	All	684.500	0.25	\$ 1,000.00

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Tract#	Sub Tract	GIS Parcel#	County	Blk	Sec	Part	Total Depths	Acres	Royalty Rate	Min Bid/Acre
215	1	2114	Crockett	39	1	All	All	637.000	0.25	\$ 1,000.00
215	2	2177	Crockett	39	10	W2, W2W2E2, E2NE, E2W2NE	All	517.560	0.25	\$ 1,000.00
215	3	2179	Crockett	39	11	W2, W2W2E2	All	398.120	0.25	\$ 1,000.00
216	1	2115	Crockett	39	2	All	All	676.400	0.25	\$ 1,000.00
216	2	2121	Crockett	39	9	All	All	676.400	0.25	\$ 1,000.00
216	3	2122	Crockett	39	12	W2	All	338.200	0.25	\$ 1,000.00
217	1	2119	Crockett	39	6	All	All	686.300	0.25	\$ 1,000.00
217	2	2125	Crockett	39	15	All	All	688.200	0.25	\$ 1,000.00
217	3	2126	Crockett	39	16	All	All	690.000	0.25	\$ 1,000.00
217	4	2135	Crockett	39	25	All	All	691.800	0.25	\$ 1,000.00
218	1	2438	Crockett	39	7	N2NWNE, SENWNE, NENE, SENE, NENESE, W2W2, SWSENW, NESW, SESW, W2SWSE, SESWSE, SES2SE	All	443.890	0.25	\$ 1,000.00
218	2	2124	Crockett	39	14	All	All	676.400	0.25	\$ 1,000.00
218	3	2127	Crockett	39	17	All	All	676.400	0.25	\$ 1,000.00
218	4	2134	Crockett	39	24	All	All	676.400	0.25	\$ 1,000.00
219	1	2128	Crockett	39	18	All	All	676.400	0.25	\$ 1,000.00
219	2	2133	Crockett	39	23	All	All	676.400	0.25	\$ 1,000.00
220	1	2130	Crockett	39	20	All	All	637.000	0.25	\$ 1,000.00
220	2	2131	Crockett	39	21	All	All	637.000	0.25	\$ 1,000.00
220	3	2136	Crockett	39	30	All	All	639.600	0.25	\$ 1,000.00
221	1	2129	Crockett	39	19	S2	All	338.200	0.25	\$ 1,000.00
221	2	2132	Crockett	39	22	All	All	676.400	0.25	\$ 1,000.00
222	1	2476	Crockett	41	20	All	All	660.800	0.25	\$ 1,000.00
222	2	2091	Crockett	41	29	All	All	660.800	0.25	\$ 1,000.00
222	3	2137	Crockett	42	2	All	All	660.800	0.25	\$ 1,000.00
223	1	2211	Crockett	41	22	S2	All	330.400	0.25	\$ 1,000.00
223	2	2092	Crockett	41	27	All	All	660.800	0.25	\$ 1,000.00
223	3	2138	Crockett	42	4	All	All	660.800	0.25	\$ 1,000.00
223	4	2143	Crockett	42	9	All	All	660.800	0.25	\$ 1,000.00
224	1	2214	Crockett	41	24	W2, W2E2, NENE	All	573.870	0.25	\$ 1,000.00
224	2	2326	Crockett	41	25	W2, W2E2	All	529.720	0.25	\$ 1,000.00
224	3	2140	Crockett	42	6	All	All	706.300	0.25	\$ 1,000.00
224	4	2141	Crockett	42	7	All	All	706.300	0.25	\$ 1,000.00
225	1	2093	Crockett	41	26	All	All	660.800	0.25	\$ 1,000.00
225	2	2139	Crockett	42	5	All	All	660.800	0.25	\$ 1,000.00
225	3	2142	Crockett	42	8	All	All	660.800	0.25	\$ 1,000.00
226	1	2145	Crockett	42	17	All	All	660.800	0.25	\$ 1,000.00
226	2	2144	Crockett	42	18	All	All	706.300	0.25	\$ 1,000.00
226	3	2147	Crockett	42	19	All	All	705.400	0.25	\$ 1,000.00
226	4	2146	Crockett	42	20	All	All	656.500	0.25	\$ 1,000.00
227		2704	Reagan	43	6	E2NW	Below 8,633	83.762	0.25	\$ 1,000.00
228		2705	Reagan	43	6	W2NW	Below 8,638	83.763	0.25	\$ 1,000.00
229		2788	Reagan	43	6	E2, SW	Below 8,628	502.575	0.25	\$ 1,000.00
230		2787	Reagan	43	15	All	Below 8,637	674.200	0.25	\$ 1,000.00
231		1824	Reagan	43	16	W2	Below 7,368	337.200	0.25	\$ 1,000.00
232		1825	Reagan	43	25	NW	Below 7,368	163.275	0.25	\$ 1,000.00
233		2228	Crockett, Reagan	43	25	E2, SW	Below 9,050	489.825	0.25	\$ 1,000.00
234	1	2249	Crockett	44	21	S2	All	343.800	0.25	\$ 1,000.00
234	2	2257	Crockett	45	5	W2, W2E2W2E2, W2W2E2	All	472.720	0.25	\$ 1,000.00
234	3	2259	Crockett	45	6	W2, W2E2W2E2, W2W2E2	All	472.720	0.25	\$ 1,000.00
234	4	2260	Crockett	45	15	W2, W2E2W2E2, W2W2E2	All	472.720	0.25	\$ 1,000.00
235		1853	Crockett	46	1	All	All	687.600	0.25	\$ 1,000.00

UNIVERSITY LANDS LEASE SALE 131 TRACT LIST

Tract#	Sub Tract	GIS Parcel#	County	Blk	Sec	Part	Total Depths	Acres	Royalty Rate	Min Bid/Acre
236		2701	Reagan	48	1	NW	Below 8,701	166.475	0.25	\$ 1,000.00
237		2793	Reagan	48	1	SW	Below 8,683	166.475	0.25	\$ 1,000.00
238		2880	Reagan	48	1	NE	Below 7,441	166.475	0.25	\$ 1,000.00
239		2893	Reagan	48	1	SESE	Below 7,442	41.619	0.25	\$ 1,000.00
240		2794	Reagan	48	2	SE	Below 8,712	166.375	0.25	\$ 1,000.00
241		2795	Reagan	48	2	NE	Below 8,733	166.375	0.25	\$ 1,000.00
242		3131	Reagan	48	2	N2SW	Below 3,975	83.187	0.25	\$ 1,000.00
243		2805	Reagan	48	3	E2E2SW, E2W2E2SW, W2W2SE, W2E2W2SE	Below 8,895	113.290	0.25	\$ 1,000.00
244		2806	Reagan	48	3	E2SE, E2E2W2SE, W2SW, W2W2E2SW	All	188.810	0.25	\$ 1,000.00
245		3132	Reagan	48	3	NW	Below 4,000	151.050	0.25	\$ 1,000.00
246		3147	Reagan	48	3	E2NE, E2W2NE	Below 7,104	113.288	0.25	\$ 1,000.00
247		3148	Reagan	48	3	W2W2NE	Below 3,993	37.763	0.25	\$ 1,000.00
248		2807	Reagan	48	4	W2NW, W2E2NW, E2E2, E2W2E2	Above 6,541	398.220	0.25	\$ 1,000.00
249		2808	Reagan	48	4	W2NW, W2E2NW, E2E2, E2W2E2	Below 8,966	398.220	0.25	\$ 1,000.00
250		2809	Reagan	48	4	W2W2E2, E2E2NW	All	133.005	0.25	\$ 1,000.00
251		3136	Reagan	48	7	SE	All	173.600	0.25	\$ 1,000.00
252		3137	Reagan	48	7	SE	Below 8,735	173.600	0.25	\$ 1,000.00
253		2796	Reagan	48	9	SW	Below 8,714	167.525	0.25	\$ 1,000.00
254		2797	Reagan	48	9	N2NE	Below 8,697	83.762	0.25	\$ 1,000.00
255		2798	Reagan	48	9	W2W2SW	4082-8,714	41.877	0.25	\$ 1,000.00
256		3188	Reagan	48	9	W2SE	All	83.762	0.25	\$ 1,000.00
257		3204	Reagan	48	9	W2W2NW	Below 4,097	41.881	0.25	\$ 1,000.00
258		3205	Reagan	48	9	E2W2NW, E2NW	Below 8,726	125.644	0.25	\$ 1,000.00
259		2783	Reagan	48	11	W2E2	Below 8,640	168.500	0.25	\$ 1,000.00
260		2784	Reagan	48	11	E2E2	All	168.500	0.25	\$ 1,000.00
261		3190	Reagan	48	12	W2NW, W2E2NW	All	126.370	0.25	\$ 1,000.00
262		1615	Reagan	48	13	SE	Below 9,427	157.250	0.25	\$ 1,000.00
263		3141	Reagan	48	13	SW	All	157.250	0.25	\$ 1,000.00
264		3142	Reagan	48	13	SW	Below 8,735	157.250	0.25	\$ 1,000.00
265		3143	Reagan	48	14	E2	All	345.800	0.25	\$ 1,000.00
266		3144	Reagan	48	14	E2	Below 8,735	345.800	0.25	\$ 1,000.00
267		3139	Reagan	48	18	W2	Above 3,000	320.300	0.25	\$ 1,000.00
268		3140	Reagan	48	18	W2	Below 8,735	320.300	0.25	\$ 1,000.00
269	1	1823	Reagan	48	20	W2	All	337.100	0.25	\$ 1,000.00
269	2	2477	Crockett, Reagan	48	21	All	All	653.100	0.25	\$ 1,000.00
270	1	2068	Crockett	51	14	All	All	643.800	0.25	\$ 1,000.00
270	2	2067	Crockett	51	15	All	All	647.000	0.25	\$ 1,000.00
270	3	2070	Crockett	51	16	All	All	630.100	0.25	\$ 1,000.00
270	4	2071	Crockett	51	17	All	All	609.100	0.25	\$ 1,000.00
271	1	2102	Crockett	52	19	All	All	677.600	0.25	\$ 1,000.00
271	2	2104	Crockett	52	22	All	All	677.600	0.25	\$ 1,000.00
271	3	2106	Crockett	55	4	All	All	677.600	0.25	\$ 1,000.00
271	4	2107	Crockett	55	7	All	All	677.600	0.25	\$ 1,000.00
272	1	2101	Crockett	52	20	All	All	697.400	0.25	\$ 1,000.00
272	2	2103	Crockett	52	21	All	All	695.600	0.25	\$ 1,000.00
272	3	2105	Crockett	55	5	All	All	693.800	0.25	\$ 1,000.00
272	4	2108	Crockett	55	6	All	All	691.900	0.25	\$ 1,000.00
273	1	2110	Crockett	55	14	All	All	677.600	0.25	\$ 1,000.00
273	2	2109	Crockett	55	15	All	All	690.100	0.25	\$ 1,000.00
273	3	2112	Crockett	55	16	All	All	688.300	0.25	\$ 1,000.00
273	4	2111	Crockett	55	17	All	All	677.600	0.25	\$ 1,000.00
273	5	2113	Crockett	55	25	All	All	686.500	0.25	\$ 1,000.00

UNIVERSITY LANDS LEASE SALE 131 TRACT LIST

Tract#	Sub Tract	GIS Parcel#	County	Blk	Sec	Part	Total Depths	Acres	Royalty Rate	Min Bid/Acre
274		812	Upton	58	10	N2NE, N2S2NE, N2S2S2NE	Below 11,730	141.488	0.25	\$ 1,000.00
275	1	1937	Culberson	46	1	All	All	648.000	0.20	\$ 500.00
275	2	1938	Culberson	46	2	All	All	649.600	0.20	\$ 500.00
275	3	553	Culberson	46	11	All	All	647.100	0.20	\$ 500.00
275	4	1218	Culberson	46	12	All	All	647.100	0.20	\$ 500.00
276	1	32	Culberson	46	5	All	All	654.600	0.20	\$ 500.00
276	2	30	Culberson	46	6	All	All	656.300	0.20	\$ 500.00
276	3	49	Culberson	46	7	All	All	647.100	0.20	\$ 500.00
276	4	52	Culberson	46	8	All	All	647.100	0.20	\$ 500.00
277	1	1224	Culberson	46	37	All	All	647.100	0.20	\$ 500.00
277	2	241	Culberson	46	38	All	All	647.100	0.20	\$ 500.00
277	3	618	Culberson	46	47	All	All	644.600	0.20	\$ 500.00
277	4	1223	Culberson	46	48	All	All	646.300	0.20	\$ 500.00
278	1	235	Culberson	46	41	All	All	647.100	0.20	\$ 500.00
278	2	234	Culberson	46	42	All	All	647.100	0.20	\$ 500.00
278	3	614	Culberson	46	43	All	All	638.000	0.20	\$ 500.00
278	4	615	Culberson	46	44	All	All	639.600	0.20	\$ 500.00
279		3155	Cooke		1	E2SW	ALL	84.500	0.25	\$ 500.00
280		3157	Cooke		2	NW part of subdivision 3	ALL	260.200	0.25	\$ 500.00
281		3158	Cooke		2	SW part of Subdivision 2	ALL	163.200	0.25	\$ 500.00
282		3159	Cooke		5	E2SE	ALL	87.875	0.25	\$ 500.00
283		3160	Cooke		5	E2SW	ALL	90.400	0.25	\$ 500.00
284		3162	Cooke		5	Subdivision 2	ALL	188.000	0.25	\$ 500.00
285		3156	Cooke		6	E2SE or E2 Subdivision	ALL	80.000	0.25	\$ 500.00
286		3161	Cooke		6	NE part or E part of subdivision 3	ALL	106.333	0.25	\$ 500.00
287		3164	Cooke		7	W3N2 or N2 of Subdivision 2	ALL	57.500	0.25	\$ 500.00
288		3163	Cooke		8	E2S2 or E2 of Subdivision 2	ALL	86.500	0.25	\$ 500.00

OIL AND GAS 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 _____ (the “Effective Date”) between the State of Texas, acting by and through University Lands or its designees (collectively, “Lessor”) whose address is 704 West Dengar Avenue, Midland, Texas 79702-0553 and _____ (“Lessee”), whose address is _____. 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 #____, 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.** 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 explore for Hydrocarbons and 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 Section 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	Gross Acres	County	Depths
___l of Section __	___	_____	_____	_____	_____

- 3. ROYALTY.** Lessee will pay or cause to be paid to Lessor a monetary royalty payment of ___% of the Gross 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.c. below. Royalties are due to Lessor free of any and all deductions and will never bear or be charged with any Costs and 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 or charges for any Costs and Expenses, including but not limited to field deductions for lost product or line losses, then such deductions will be added back to the volume on which royalty payment calculations will be made to Lessor (if a volume-based deduction) or to the overall amount of the royalty payment due to Lessor (if not a volume-based deduction), as applicable. 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) the Gross Value of the Gross Production as though the gas had not been processed, or (ii) the dollar amount equal to the total of the consideration received by Lessee or its Affiliate for the sale of such liquefiable Hydrocarbons to an unaffiliated third party plus the total consideration received by Lessee or its Affiliate for the sale of all residue gas to an unaffiliated third party, with any and all Costs and Expenses deducted from or otherwise applied, directly or indirectly, to the sales prices for both liquefiable Hydrocarbons and residue gas added back to such sale prices.
- b. INJECTIONS; RECYCLED GAS. 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, whether or not native gas, into a subsurface formation, no royalty will be due on the injected gas until it is produced and sold.
- c. ROYALTY IN KIND. Lessor may elect to take all or any part of its royalty in kind at any time by giving Lessee sixty (60) days written notice of such election. Lessor has the right to specify the point of delivery for Produced Substances, which, at Lessor’s sole discretion, may be at the wellhead, at the separator, into a pipeline connected at the well, or at the location Lessee sells its production, or Lessor and Lessee may specify another mutually agreeable location. 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 any Produced Substances not taken in kind. If Lessor elects to take its royalty in kind, Lessor and Lessee agree to negotiate in good faith for additional agreements necessary and useful including, but not limited to, a gas balancing agreement.
- d. ROYALTY ON CONTRACT SETTLEMENTS. 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. COMMINGLING. 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. METERING. Lessee agrees that any Hydrocarbons in liquid and gaseous form produced from the Leased Premises will be measured separately before the liquid or gas Hydrocarbons 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 or gaseous form 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.
- g. MINIMUM ROYALTY. After the end of the Primary Term, if royalties received by Lessor from each well during any annual period, as described below (other than those wells which are shut-in under Section 8.h. for the entirety of such annual period), are less than, on average, \$1,000 per month for such well (the “Minimum Royalty”), then before the end of 60 days following the end of the applicable annual period, in

order to maintain the Lease, Lessee shall pay to Lessor, for each well, an amount equal to the difference between the Minimum Royalty and the royalties received by Lessor during the applicable annual period. For the purposes set forth in this paragraph, the first annual period commences upon the end of the Primary Term. Each successive annual period shall commence on the anniversary of the commencement of the first annual period. Commencing at the beginning of the tenth annual period (and at the beginning of each successive ten-year period thereafter), the Minimum Royalty shall increase by twenty percent (20%) from the previous amount. The payment provided for in this paragraph does not relieve Lessee of the requirement of production in Paying Quantities to maintain this Lease. It is further provided that nothing contained in this paragraph, including without limitation the payment of Minimum Royalties, shall be construed to (i) prevent or delay the termination of this Lease under the provisions of Section 8 or due to lack of production in Paying Quantities, (ii) lessen Lessee's continuing obligation to reasonably develop the Leased Premises, or (iii) lessen in any manner Lessee's continuing obligations to protect the Leased Premises from drainage by wells on adjoining or adjacent lands.

- 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. MONETARY PAYMENT TERMS. 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 production (e.g., royalties due on gas 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. FAILURE TO MAKE TIMELY PAYMENTS; PENALTIES AND INTEREST. 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. NOTICES AND CORRESPONDENCE TO LESSEE. 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. DIRECTIVES AND REGULATORY INFORMATION. Lessee will provide records, information, applicable contracts, and all other materials to Lessor as provided in the Regulatory Reporting Procedures,

the Rules, and other Directives as applicable. Lessee will also provide to Lessor via electronic mail to oregulatory@utsystem.edu copies of all correspondence and other information from the Railroad Commission as required by the Rules.

- b. **OTHER DATA OBLIGATIONS.** 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. **RIGHT TO AUDIT.** 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. **ROYALTY PAYMENT REPORT.** 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) calendar 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. **MATERIALITY.** Lessee's obligations to provide data and information under this Lease are material, and failure to comply these provisions may result in monetary or other penalties, including default of this Lease after receipt of the notice detailed in Section 14.b. below or forfeiture of this Lease under Section 14.c.

7. OPERATIONS, DRILLING OPERATIONS, AND REWORKING OPERATIONS.

- a. **OPERATIONS.** 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. **DRILLING OPERATIONS.** The term "Drilling Operations" means the actual drilling of an oil or gas well, together with work in the hole necessary to properly complete or abandon the oil or gas 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 an oil or gas well 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 an existing oil or gas well will not constitute Drilling Operations. Drilling Operations will be deemed to have been completed (whether as a dry hole or as a producing oil or gas 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, as certified to the Railroad Commission of Texas, an oil or gas well has been completed as a producing oil or gas well; or (v) the date the completion rig moves off location.
- c. **REWORKING OPERATIONS.** The term "Reworking Operations" means actual work in the hole of an oil or gas well previously completed as a producer that is related to the cause of cessation of production and is made in an attempt to recompleting or repair a well to return it to production, performed with reasonable diligence in a good and workmanlike manner. Reworking Operations does not include normal maintenance of an oil or gas well, swabbing of an oil or gas well or applying soap sticks or other chemical treatment to increase or restore production. Lessee acknowledges and agrees that it does not own and has no rights to use any wellbores existing prior to the execution of this Lease, and Lessee shall not conduct re-entry or other

operations on any wellbore existing prior to the execution of this Lease without Lessor's prior written consent, which may be granted or withheld in Lessor's sole discretion.

8. PARTIAL TERMINATION, CONTINUOUS DRILLING OPERATIONS, AND PRODUCTION ACREAGE.

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 Acreage assigned to wells then producing in Paying Quantities located on the Leased Premises, as set forth in this Section 8.

- a. CONTINUOUS DRILLING OPERATIONS. 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 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 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 Drilling Operations on the next well. If Lessee is engaged in Continuous Drilling Operations at the end of the Primary Term, then such 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 Acreage assigned to wells then producing in Paying Quantities located on the Leased Premises, as provided in this Section 8.
- b. PRODUCTION ACREAGE. "Production Acreage," for purposes of this Lease, is a designated area of land around an oil or gas well containing no more than the minimum amount of acreage as set forth below in Section 8.c., and limited in depth from the surface to one hundred feet (100') below the deepest commercially producing perforations at which such oil or gas well is then completed as a well capable of producing in Paying Quantities from the Production Acreage, as demonstrated by documentation provided by Lessee at the time the Production Acreage is determined, and as may be modified with respect to depths by Section 8.d. below upon termination of Shallow Rights depths and acreage.
- c. MAXIMUM SIZE OF PRODUCTION ACREAGE. No Production Acreage assigned to any well may exceed the following acreage amounts without Lessor's prior written consent (unless a greater amount of acreage is required 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):
 - i. If the well is classified as a vertical oil well by the Railroad Commission, the maximum size of the Production Acreage 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 Acreage 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 Acreage will be the greater of forty (40) acres or the amount of acreage calculated using the following formula: $[0.032 \times L = A]$, 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 Acreage, provided that, if A is not evenly divisible by the number 20, A will be rounded up to the next number divisible by 20.
- d. SHALLOW DEVELOPMENT IN PRODUCTION ACREAGE. Unless otherwise agreed in writing by Lessor, on or before the date that is three (3) years after expiration of the Primary Term or cessation of Continuous Drilling Operations, whichever is later, Lessee will commence on the Production Acreage designated pursuant to Section 8.e below, Drilling Operations on three (3) oil or gas wells 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 formation producing in Paying Quantities on the Leased Premises at the end of the Primary Term or cessation of Continuous Drilling Operations, whichever is later. Thereafter, Lessee must commence Drilling Operations on an additional three (3) oil or gas wells targeting the Shallow Rights on the Production Acreage during each successive twelve (12) month period until Lessee fully develops the Shallow Rights pursuant to Section 8.c. above. If Lessee fails to fulfill the Shallow Rights development obligations set forth in this Section 8.d., the Lease will terminate as to those Shallow Rights depths (except for those Shallow Rights depths already earned from the drilling of a well (or wells) in the Shallow Rights), Lessee will promptly prepare and deliver to Lessor a "Partial Release of Lease" document, and upon Lessor's approval of such document, Lessee will execute and file the Partial Release of Lease in the applicable county of record to effectuate the release of all Shallow Rights acreage and depths not earned under this Lease at that time, pursuant to the terms set forth in this Section 8. Lessee must provide a copy of the recorded release documents within forty-five (45) days of receipt of Lessor's approval. For clarification, the size and boundaries of Production Acreage for each oil or gas well drilled in the Shallow Rights pursuant to this Section 8.d. will be determined according to Sections 8.b. and 8.c. of this Lease.

- e. DESIGNATION AND CONFIGURATION OF PRODUCTION ACREAGE; RECORDABLE RELEASES. Upon termination of this Lease as to any portion of the Leased Premises (whether by expiration of the Primary Term or cessation of Continuous Drilling Operations, whichever is later), Lessee will present to Lessor for Lessor's approval a proposed designation of Production Acreage for each well, which must be delivered in writing (electronic mail is acceptable) to Lessor. Each proposed designation of Production Acreage shall identify the well to which it applies and shall be accurately and adequately described (i) by both a survey and by metes and bounds description or other adequate legal description, and (ii) by specification of the depths attributable to it. If Lessee does not present a proposed designation of Production Acreage within thirty (30) days of the partial termination of this Lease, Lessor shall have the right to designate the Production Acreage for each well, which shall be in Lessor's sole discretion, subject to Section 8.b. and Section 8.c. with respect to the size of such Production Acreage. 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 the Production Acreage will be as close as possible to the form of a square or rectangle. Lessee will make every effort when designating Production Acreage to avoid small, irregularly shaped, irregularly stranded, or unusable portions of the Leased Premises, or portions not contiguous with other released portions. Production Acreage formed around wells producing from different formations or 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 Section 8.b., Section 8.c. and this Section 8.e. for Production Acreage. Lessor may, at its option, object to Lessee's proposed designation of Production Acreage if it does not comply with this Section 8.e., and Lessee shall then be required to submit a revised proposed designation within fifteen (15) days of receipt of such objection that complies with this Section 8.e. Upon receipt of Lessor's approval of the configuration of a Production Acreage, Lessee will record in the appropriate county of record a "Partial Release of Lease" document consistent with the approved configuration and provide a copy of the recorded release document within forty-five (45) days of receipt of Lessor's approval.
- f. MAINTENANCE OF LEASE AFTER DESIGNATION OF PRODUCTION ACREAGE. 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 the Production Acreage for each well only by production in Paying Quantities, Operations, or Reworking Operations conducted on such Production Acreage for such well, with no cessation of production, Operations or Reworking Operations of more than sixty (60) consecutive days. The Production Acreage for each well will be deemed to be under a separate lease with the same terms and provisions of this Lease, with the effect that production, Operations, and Reworking Operations on (or shut-in royalty payment with respect to) the Production Acreage for a well will maintain this Lease only as to the

acreage and depths within such Production Acreage for such well where the operation occurs or for which such shut-in royalty payment is made.

- g. PARTIAL RELEASES. 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, (ii) any such partial release must release all depths in lands released and (iii) Lessee will not be relieved of the obligations with respect to plugging and abandonment of wells, removal of equipment and facilities, restoration of the surface and its obligations under Section 10.g., in each case, regardless of when those obligations accrued. Lessee must notify Lessor in writing of its intent to release lands pursuant 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. SHUT-IN ROYALTIES. If a well located on the Leased Premises is (i) classified as a gas well by the Railroad Commission, and (ii) at the time of proposed shut in, has a gas to oil ratio of at least 100,000 cubic feet of gas to one barrel of oil, but the well is not produced for lack of a suitable 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 no later than 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. The failure to timely pay shut-in royalties will result in the termination of the Lease, but provided that shut-in royalty payments are timely 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 (applicable on a Lease-wide basis rather than as to each Production Acreage for each well).
- i. POOLING; ALLOCATION. 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 Lessee desires to drill a well, whether or not classified as an allocation well, across the Leased Premises which traverses leases or units off the Leased Premises, Lessee is prohibited from commencing Drilling Operations for such well until it obtains a Production Sharing Agreement executed by Lessor, which may be granted or withheld in Lessor's sole discretion. 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. DIRECTIVES. Lessee will conduct all Operations on the Leased Premises in compliance with the Directives.
- b. STANDARD OF CARE. Lessee owes to Lessor the duties of a reasonably prudent operator in the (i) development, operation, production, and marketing of Produced Substances, (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 wells on the Leased Premises, and (iv) restoration of the Leased Premises 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. DUTY TO PREVENT DRAINAGE. Lessee will obtain a Railroad Commission Rule 37 or Rule 38 exemption to prevent drainage of the Leased Premises and has 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 draining 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. In the event a well is draining, or presumed to be draining, the Leased Premises, Lessor may, at its option and in its sole discretion, require Lessee to do one of the following: (i) commence Drilling Operations within sixty (60) days after commencement of production from the draining well and continue such Drilling Operations with due diligence and in a prudent manner with no cessation of Drilling Operations of more than thirty (30) days, (ii) release the Lease as to that portion of the Leased Premises lying adjacent to such draining well (such portion to be (a) as nearly as practical in the form of a square, (b) no less than 160 acres if the well-draining the Leased Premises is an oil well, (c) no less than 640 acres if the well-draining the Leased Premises is a gas well, or (d) no less than 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), or (iii) pay Lessor monthly, as compensatory royalty, a sum equal to the payments which would be payable under this Lease on the production from such draining well as if such draining well had been drilled on and produced from the Leased Premises (such royalty payment to be subject to the terms and conditions of Section 3).

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

- a. DIRECTIVES; RATE AND DAMAGE SCHEDULE; DISTANCE FROM BUILDINGS; GROUNDWATER MANAGEMENT PLAN. 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 Rate and Damage Schedule in effect at the time such operations are conducted. 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 Groundwater Management Plan in effect at the time of such water use.
- b. LESSEE'S SURFACE ACCESS. 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 wells on the Leased Premises, to the extent and only to the extent designated or approved by Lessor as set forth in the 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. LESSOR'S SURFACE ACCESS. 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. SURFACE DAMAGES. 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 Section 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 or requested repairs and restorations, 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 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 Produced Substances.
- 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, (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 reseeded under the direction of Lessor, and (v) the surface of the applicable Leased Premises will be restored by Lessee to the condition it was in before any operations were commenced.
- 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 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. CULTURAL RESOURCES. 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.

- g. POLLUTION MANAGEMENT AND REDUCTION; HAZARDOUS MATERIALS. Lessee will use the 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 Lessee 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. SURFACE WATER. Lessor's express written consent is required for Lessee to 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 in connection with Operations or other activities on the Leased Premises. Lessee will use such products from the Leased Premises or other lands owned by Lessor, in each case upon receipt of Lessor's written approval, and if such products are available from PUF lands, and Lessee will pay the prices for such substances as listed in the Rate and Damage Schedule in effect at the time the substances are used or produced. Lessee may not acquire or use water, caliche, gravel, or sand from non-PUF lands in connection with Operations or other activities on the Leased Premises without the prior written consent of Lessor, which may be granted or withheld in Lessor's sole discretion.
 - ii. Provided that Lessee obtains Lessor's prior written approval, Lessee may use subsurface water found and produced or impounded by Lessee on the Leased Premises for drilling, completion, and construction operations only in connection with primary Hydrocarbon production (and not secondary or enhanced Hydrocarbon production) from the Leased Premises.

11. RELEASE AND INDEMNITY.

- a. Lessee assumes all risks and liabilities of any kind resulting in any manner, directly or indirectly, from Lessee's Operations and other activities 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 other activities and hereby agrees to INDEMNIFY, DEFEND, HOLD HARMLESS, RELEASE AND DISCHARGE 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 “Lessor Indemnified Parties”) from and against any and all claims, liabilities, losses, damages, actions and causes of action of every nature (including personal injury and wrongful death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract or strict liability, including attorneys’ fees and other legal expenses (collectively, “Losses”), in each case which arise out of, are incidental to, result from or are in any way related to (i) environmental hazards on the Leased Premises, (ii) Lessee’s failure to comply with any and all environmental laws, (iii) the Operations or any other activities of, or on behalf of, Lessee on the Leased Premises, including any use of the surface, (iv) Lessee’s breach of any of the terms or provisions of this Lease, or (v) any other act or omission of Lessee, its Representatives, guests or invitees.

- b. Each assignee of this Lease, or an interest therein, agrees to be liable for, exonerate, indemnify, defend, hold harmless and release the Lessor Indemnified Parties in the same manner as provided above.
- c. ALL OF THE INDEMNITY OBLIGATIONS OF LESSEE AND LIABILITIES ASSUMED UNDER THIS LEASE BY LESSEE (INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN THIS SECTION 11) WILL BE WITHOUT LIMITS AND WILL BE EFFECTIVE AND ENFORCEABLE AGAINST LESSEE AND IN FAVOR OF THE LESSOR INDEMNIFIED PARTIES REGARDLESS OF (I) THE CAUSE OR CAUSES THEREOF, (II) ANY THEORY OF STRICT LIABILITY OR (III) ANY SOLE, JOINT OR CONCURRENT NEGLIGENT ACT OR OMISSION OF THE LESSOR INDEMNIFIED PARTIES, WHETHER SAID ACT OR OMISSION IS THE PROXIMATE CAUSE OF INJURY OR NOT (EXCEPT FOR THE WILLFUL MISCONDUCT OF THE LESSOR 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 the Directives or otherwise required by law.
- b. By January 1 of each calendar year, Lessee will deliver to University Lands Certificates of Insurance evidencing Lessee’s insurance coverage. For those policies of (i) Commercial General Liability and Umbrella Liability Insurance and (ii) Business Auto and Umbrella Liability Insurance, such policies must include endorsements to (v) name the Lessor Indemnified Parties as additional insureds, (x) be primary in relation to any policies carried by the Lessor Indemnified Parties, (y) reflect that Lessor will receive twenty (20) days prior written notice of cancellation or material change Lessee’s insurance coverage, and (z) will reflect that the insurer has waived any right of subrogation against the Lessor Indemnified Parties.

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 Lessor 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 hereunder or 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, revivor, 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. Lessee will have thirty (30) calendar days from receipt of Lessor's written notice, in which to remedy the violation, failure, or breach. 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 fifteen (15) calendar days after receipt of Lessor's notice. The receipt by Lessor of such notice from Lessee will be a condition precedent to Lessor's right to bring an action for any cause, and in the absence of such notice, no such action will be brought by Lessor until the expiration of the thirty (30) day notice period to Lessee. Lessor may remedy any type of breach or default or, at Lessor's election, terminate the Lease pursuant to Section 14.c. below (by filing an instrument evidencing such termination in the county or counties in which the Leased Premises are located), if Lessee fails to remedy such breach or default within the thirty (30) day period. In addition to any other remedies available to Lessor, Lessor may elect to remedy any breach or default with contemporaneous written notice to Lessee if immediate action by Lessor would mitigate or prevent further, avoidable damages or if Lessee'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) calendar days of Lessor's presentation to Lessee of receipts related to such actions. 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 Lessee'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 also subject to forfeiture for Lessee's failure to comply with the terms of this 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. Lessee acknowledges and agrees that each of its obligations and requirements under this Lease is material.
- 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 or condition 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. 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, and Lessor and Lessee expressly submit to the jurisdiction of such court and the State of Texas. Lessee waives any right to any transfer of venue or plea to the jurisdiction that might exist in the absence of this provision. Lessor and Lessee agree that Texas law exclusively, and without regard to choice of law rules, governs this Lease. LESSEE EXPRESSLY WAIVES, AND LESSOR HAS THE ELECTION IN ITS SOLE DISCRETION TO WAIVE, TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS LEASE.

17. MISCELLANEOUS.

- a. SUCCESSORS AND ASSIGNS. The covenants, conditions, liabilities, and obligations contained in this Lease will be binding upon the heirs, executors, administrators, successors, or assigns of Lessee.
- b. CONFLICTS. If a conflict arises between the terms of this Lease and the terms of the Directives, the provisions of the Directives will control and prevail; provided however that the terms of this Lease may supplement the Directives.
- c. SEVERABILITY. If any clause or provision of this Lease is invalid or unenforceable at any time under then-current laws, the remainder of this Lease 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. CAPTIONS. 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. TIME OF ESSENCE. Time is of the essence in this Lease.
- f. TITLE. This Lease is granted without any covenant of title or warranty of title of any kind whatsoever, express, implied, or statutory. Lessee will have no recourse against the Lessor in the event of any failure of title, nor will any of the consideration paid for this Lease, or any royalties or any other payments made hereunder, be refunded to Lessee.
- g. RECORDATION OF LEASE. Lessor and Lessee have not executed a Memorandum of Lease. Lessee is hereby required to promptly record this Lease in the records of the county or counties in which the Leased Premises are situated, to give record notice of this Lease and to serve as a financing statement under the Texas Uniform Commercial Code.

18. DEFINITIONS.

- a. “Affiliate” means a person or entity that directly or indirectly controls, is controlled by, or is under common ownership or control with Lessee, specifically including but not limited to parents and subsidiaries (i) that directly or indirectly own or control at least a ten percent interest in Lessee, or (ii) in which Lessee directly or indirectly owns at least a ten percent interest.
- 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. “Costs and Expenses” means all costs, whether related to the costs of production or incurred post-production, associated with the Produced Substances, including but not limited to (i) producing, manufacturing, gathering, storing, separating, treating, dehydrating, conditioning, compressing, processing, marketing, or transporting the Produced Substances, and (ii) any and all costs (including depreciation) associated with any plant or other facility 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 paid for such Produced Substances (or for products derived from such Produced Substances) or an adjustment to such price based on location or condition.

- f. “Director” 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.
- g. “Directives” 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 Texas Natural Resources Code; (v) the Rules; (vi) the Field Manual; (vii) the Rate and Damage Schedule; (viii) the Regulatory Reporting Procedures; (ix) the Groundwater Management Plan; (x) the Surface Commingling Requirements, (xi) the Soil Remediation Guide; and (xii) the Seed Mixtures Specifications, in each case of (i) through (xii), as may be amended, revised or modified from time to time.
- h. “Drilling Operations” is defined in Section 7.b. of this Lease.
- i. “Effective Date” is defined in the introductory paragraph of this Lease.
- j. “Field Manual” 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 found at <http://universitylands.utsystem.edu/Content/Documents/Operations/FieldManual.pdf>.
- k. “Gross Production” 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.
- l. “Gross Value” 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 gross proceeds of Lessee’s or its Affiliate’s sale to an unaffiliated third party of the applicable Produced Substances, (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, (iv) for crude oil, the posted market price for West Texas Intermediate crude oil, without any other deductions whatsoever (including without limitation deductions for severance taxes), or (v) for gas, the posted market price for gas at the nearest gas market hub, adjusted for MMBtu content and without any other deductions (including without limitation deductions for severance taxes), except for an adjustment for the reasonable cost of transporting gas from the tailgate of the gas processing facility (or if not processed, from the Leased Premises) to such hub, but in no event shall such adjustment exceed 5¢ per MMBtu.
- m. “Groundwater Management Plan” refers to the University Lands Groundwater Management Plan, as amended from time to time, a copy of which may be found at http://universitylands.utsystem.edu/Content/Documents/Operations/Groundwater_Management_Plan.pdf.
- n. “Hydrocarbons” means oil, gas, casinghead gas, distillate, condensate, and by-products thereof, and other products separated or extracted from gas.
- o. “Leased Premises” is defined in Section 2 of this Lease.
- p. “Lessee” is defined in the introductory paragraph of this Lease.
- q. “Lessor” is defined in the introductory paragraph of this Lease.
- r. “Operations” is defined in Section 7.a. of this Lease.

- s. “Paying Quantities” 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.
- t. “Primary Term” is defined in Section 2 of this Lease.
- u. “Produced Substances” means Hydrocarbons produced, whether intentionally or unintentionally, from the Leased Premises.
- v. “Production Acreage” is defined in Section 8.b. of this Lease.
- w. “Production Sharing Agreement” means the University Lands Production Sharing Agreement, published by University Lands, as amended from time to time, a copy of which may be found at http://universitylands.utsystem.edu/Content/Documents/Contracts/PSA_Sample.pdf.
- x. “Railroad Commission” means the Railroad Commission of Texas (or any successor agency).
- y. “Rate and Damage Schedule” means the University Lands Rate and Damage Schedule, published by University Lands, as amended from time to time, a copy of which may be found at http://universitylands.utsystem.edu/Content/Documents/Operations/Rate_Damage_Schedule.pdf.
- z. “Regulatory Reporting Procedures” means the University Lands Oil & Gas Leases Required Reporting & Compliance Procedures prepared and published by University Lands, as amended from time to time, a copy of which may be found at <http://universitylands.utsystem.edu/Content/Documents/Operations/ULRequiredReportingComplianceProc.pdf>.
- aa. “Representatives” means representatives, owners, members, designees, directors, officers, employees, consultants, contractors, subcontractors, financial advisors, counsel, accountants, and other agents, as applicable.
- bb. “Retained Lands” is defined in Section 10.b. of this Lease.
- cc. “Reworking Operations” is defined in Section 7.c. of this Lease.
- dd. “Rules” means the rules promulgated by the Board for Lease of University Lands, as amended from time to time, a copy of which may be found at http://universitylands.utsystem.edu/Content/Documents/BFL/bfl_rules.pdf.
- ee. “Seed Mixture Specifications” means the University Lands Seed Mixture Specifications guidance, prepared and published by University Lands, as amended from time to time, a copy of which may be found at <http://www.utlands.utsystem.edu/Content/Documents/Operations/SeedMixturesByCounties.pdf>.
- ff. “Shallow Rights” is defined in Section 8.d. of this Lease.
- gg. “Soil Remediation Guidance” means the University Lands Soil Remediation Guidance, prepared and published by University Lands, as amended from time to time, a copy of which may be found at http://www.utlands.utsystem.edu/Content/Documents/Operations/Soil_Remediation_Guidance.pdf.
- hh. “Surface Commingling Requirements” means the University Lands Surface Commingling Requirements, prepared and published by University Lands, as amended from time to time, a copy of which may be found at <http://universitylands.utsystem.edu/Content/Documents/Contracts/SurfaceComminglingRequirements.pdf>.
- ii. “TEC” 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.
- jj. “University Lands” refers to the organization delegated the authority by the Board of Regents and the Board for Lease 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