Appendix 2. Additional Information Supporting the PECE Analysis of the Texas Conservation Plan.

A. Example Enrollment Form for Texas Conservation Plan

Enrollment Form for Participation in the Texas Conservation Plan for the Dunes Sagebrush Lizard

Name of Entity Seeking to Enroll Acreage:_____

Amount of Acreage Seeking to be Enrolled:_____

Legal Description of Each Acreage Parcel Applicant is Seeking to Enroll With Brief Description of Entity's Interest and Legal Interest in Acreage (Applicant Can Attach Additional Pages as Necessary):

This Enrollment Agreement confirms that Applicant wishes to enroll the acreage described above in the Texas Conservation Plan for the Dunes Sagebrush Lizard, and will enter into a Certificate of Inclusion once the Plan Administrator certifies that the acreage described is eligible for enrollment. By signing this Enrollment Form, Applicant certifies that they are familiar with the Plan and the terms of participation of enrollees.

Terms of Enrollment:

1.) Participant shall pay initial enrollment fee of $4.00 per acre Participant seeks to enroll to be paid to the Comptroller's TCP account no later than 30 days after Plan Administrator accepts eligibility and signs the enrollment form. Wiring instructions to the account are attached.

2.) Participant agrees to pay a subsequent annual fee of $4 per acre for a minimum of three years. The $4 fee may be adjusted up or down as needed, not to exceed $4.40 per acre.

3.) No later than 45 days after enrollment and completion of any required enrollment processes under the TCP, Participant shall execute a Certificate of Inclusion (CI).

4.) Participants may name a representative to serve on the THCF Steering Committee for the TCP.

_____

Signature of Person Authorized to Sign on Behalf of Entity Seeking to Enroll

_____

Signature of Authorized Plan Administrator Confirming Eligibility of Acreage for Enrollment

B. Example Certificate of Inclusion for Texas Conservation Plan

CERTIFICATE OF INCLUSION

under the

Candidate Conservation Agreement with Assurances Component

of the

Texas Conservation Plan

for the

Dunes Sagebrush Lizard
(Sceloporus arenicolus)

CI Number 02

This certifies that Participant described herein is included within the scope of Permit No. TE55322A-0 issued in accordance with the above Candidate Conservation Agreement with Assurances (CCAA) portion of the Texas Conservation Plan for the Dunes Sagebrush Lizard (DSL) (the "TCP"). The TCP was developed under the authority of Section 10(a) of the Endangered Species Act of 1973, as amended (ESA), 16 U.S.C. 1531-1544. Permit No. TE55322A-0 (the "Permit") was issued by the U.S. Fish and Wildlife Service (FWS) to the Texas Comptroller of Public Accounts (Permit Holder) on February 17, 2012. As described in the permit, a minor amendment is a change to the TCP that is administrative in nature. A major amendment is a change to the terms and conditions of the Permit, the level of incidental take authorization, or the commitment of the permit holder or participants. The changes included in this CI are generally administrative in nature. They do not rise to the level of changing the incidental take authorization, or commitment of the Permit Holder or Participants. Also, to comply with the Permit, the actions contemplated in this CI will remove and reduce threats to DSL in Texas. This CI describes a process for those instances where impacts and loss of buffers 30-200 meters from actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors cannot be avoided, and provides that conservation measures in the form of credit purchase will offset the impacts as described in Sections 8 and 12 of the TCP and Section M of the Permit.

Participant is a "Property Owner," as defined by 50 CFR §17.3, who has a fee simple, leasehold, or property interest (including owners of water or other natural resources), or any other entity that may have a property interest, sufficient to carry out the proposed management activities, subject to applicable State law, on non-Federal land. This and other key terms are defined in the TCP and listed in the Glossary to the TCP (Appendix J), as well as within this Certificate of Inclusion (CI).

The goal of Permit Holder and Participant in developing this CI is to reduce and/or eliminate threats to the DSL and contribute to the conservation of DSL Habitat. The TCP identifies approximately 197,606 acres of lands with varying likelihoods of DSL occupancy in Texas, 3% of which overlap with oil and gas development, 0.05% with cultivated crops, 0.33% with human development, and 14% with grassland. Some but not all of these lands contain suitable or occupied DSL habitat. By agreeing to conduct the Conservation Measures outlined herein, Participant is provided with regulatory certainty (assurances) concerning land use restrictions that might otherwise apply should the DSL become listed as a threatened or endangered species under the ESA.

Participant voluntarily executes this CI with Permit Holder and commits to implement this CI in accordance with the terms and conditions contained herein. By signing below, Participant acknowledges that it has read and understands the TCP, and in particular those components applicable to the TCP and this CI. Participant further acknowledges that the TCP may not be sufficient to prevent the listing of the DSL as endangered or threatened.

The TCP was drafted to offer potential participants with a wide variety of needs sufficient flexibility to tailor their commitments to suit their individual needs. The TCP also allowed participants to elect to develop individual conservation measures based on site-specific development proposals. Additionally, although the TCP emphasized that avoidance of occupied or suitable DSL habitat would be necessary where feasible, it did not mandate avoidance in all circumstances. Through this CI, the Participant agrees to stringent conservation measures throughout DSL habitat to provide a significant conservation benefit to the species. First, rather than committing to mitigation on a site-by-site basis, the Participant agrees to a suite of conservation measures that apply uniformly throughout all lands enrolled in this CI. Second, the Participant agrees to avoid occupied and suitable DSL habitat without exception. Accordingly, no habitat loss will result from Participant's operations under this CI. Therefore, this CI clarifies and modifies some of the procedures (such as but not limited to the procedures for enrollment and funding) described in the TCP. The overall conservation objectives and measures, levels of incidental take authorization, and commitment to achieving the conservation in the TCP remain unchanged. In particular, provisions within Sections 8, 9, 10, 11 and 12, and Appendices F and H, of the TCP, are clarified in this CI. The undersigned parties to this CI ("Parties"), with the concurrence of the Service, agree that the modified procedures are consistent with the intent of the TCP and yield equal if not greater conservation benefits to the species. To the extent there are inconsistencies in procedures between the terms of the TCP and this CI, the terms of this CI supersede. Notwithstanding this, the terms and conditions of the Permit shall supersede and take precedence over any inconsistent provisions in the EA and the TCP, or other associated permit documents.

I. ENROLLMENT

Consistent with the definition of Property Owner under 50 CFR § 17.3, Participant has provided to Permit Holder, or the Qualified Third Party Contractor, a description of its property interest enabling it to enroll in this CI (Exhibit A). Participant has provided a list of enrolled parcels in DSL Habitat (leases or portions of leases), including a legal description and acreage for each enrolled parcel in this CI, herein referred to as "Enrolled Lands." Participant will remit an Enrollment Fee calculated in accordance with Section VI of this CI no later than the date of the

final signature to this CI. For purposes of this CI, Permit Holder shall include any agent acting on Permit Holder's behalf unless otherwise specified. The Participant may decide whether to become a member of the Steering Committee described in the TCP; the Participant may also designate a representative to the Steering Committee to act on its behalf. The Steering Committee will meet and make determinations for a variety of activities such as adaptive management, funding changes as detailed in the CI, and overall implementation of the TCP and this CI. Additionally, the Participant may decide whether to become a member of the advisory committee to the Habitat Conservation Foundation that has been established through the Permit Holder.

Because the Participant is enrolling parcels of land rather than individual well locations, the timing and nature of the enrollment procedures set forth in Section 12.5.4 and Appendix F of the TCP must be modified to accommodate the fact that development cannot be identified at the time of enrollment. No other procedures beyond those described in the preceding paragraph are required at the time of enrollment. Additional procedures are required prior to development as outlined in Section V of this CI.

II. COVERED ACTIVITIES

This CI covers the oil and gas development activities described below, as defined in Section 6 of the TCP. Coverage is also provided for activities associated with implementation of the Conservation Measures as described by the CI. The assurances and incidental take authority provided under the CI and corresponding "enhancement of survival" permit under the ESA do not extend to incidental take resulting from activities not specified in this CI, unless such activities are agreed to by the Parties and FWS pursuant to the terms herein.

Covered Activities should be consistent with those described in Section 6 of the TCP and may include but may not be limited to:

a) Seismic and land surveying.

b) Construction. Construction of "associated infrastructure" described in Section 6 includes the construction of any power lines, as well as any pipelines from one or multiple wells (regardless of whether the wells or the property on which they are sited are enrolled under this CI or in the TCP).

c) Drilling and completion.

d) Operations and maintenance.

III. CONSERVATION MEASURES

Participant commits to undertake the Conservation Measures stipulated below pursuant to Section 8 of the TCP within Enrolled Lands in accordance with this CI prior to development:

a) Allow no new surface occupancy within 30 meters of actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors. The avoidance distance is subject to change based on new information received from peer-reviewed science and subject to Participant's agreement.

b) Pay Surface Disturbance Fees and the Enrollment Fee according to Section VI and Exhibit B of this CI. The Surface Disturbance Fee will be used by the Qualified Third Party Contractor to generate and secure Mitigation Credits and/or Recovery Awards to offset surface disturbance from 30 meters to 200 meters by conducting credit-generating Conservation Activities for the benefit of the DSL.

c) Provide information on an annual basis to the Permit Holder in accordance with Section XVIII of this CI.

d) To the extent determined by the Permit Holder at the development consultation stage, all new infrastructure supporting the development of a well (including roads, power lines, and pipelines) will be constructed within the same corridor.

e) Reduce footprint through management of abandoned or inactive wells, locations, roads and other infrastructure within the terms of any applicable lease or contractual agreement.

f) Utilize alternative techniques to minimize new surface disturbance when required and as determined by the Permit Holder at the development consultation stage.

g) Limit seismic exploration to areas outside of actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, and dispersal habitat within shinnery oak corridors to protect DSL.

h) Submit a routine monitoring and schedule of inspection for oil, gas and produced water pipelines and facilities to ensure accidental pollution events are avoided in sensitive habitats for DSL.

i) Based on information collected through the Adaptive Management process as described in Section 8.3 of the TCP that has been subjected to peer review, management recommendations may be developed to mitigate impacts from hydrogen sulfide (H2S) and/or the accumulation of sulfates in the soil related to production of gas containing H2S on the DSL. Such management recommendations will be applied by the Participant as Conservation Measures under the CI in actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, and dispersal habitat within shinnery oak corridors where peer-reviewed science has shown that H2S levels threaten the DSL.

j) Any trench left open for eight (8) hours or less is not required to have escape ramps; however, before the trench is backfilled, a monitor approved by either the FWS or the Permit Holder shall walk the entire length of open trench and remove all trapped DSL and release them at least 100 yards from the trench.

   For trenches left open for eight (8) hours or more, earthen escape ramps (built at no more than a 30 degree slope and spaced no more than 500 feet apart) shall be placed in the trench. At the end of each day, a monitor approved by the FWS or the Permit Holder approved monitor shall walk the entire length of open trench and remove all trapped DSL and release them at least 100 yards from the trench.

   A daily report (consolidated if there is more than one monitor) on the DSL found and removed from the trench shall be provided to the Permit Holder (email is acceptable) the following morning.

The suite of Conservation Measures set forth in this Section will apply uniformly to all parcels identified on Exhibit A of this CI. Additional Conservation Measures will not be required if and when the Participant conducts Covered Activities on the Enrolled Lands. Because Participant agrees that new surface disturbance will not occur within 30 meters of actual occupied habitat, unoccupied habitat with structurally suitable elements, and dispersal habitat within shinnery oak corridors, Participant is under no obligation to further avoid DSL Habitat, as defined in the TCP, and the criteria in Appendix H of the TCP will not be applied when development is proposed.

IV. HABITAT LOSS LIMITATIONS

The Parties to this CI recognize that because the Participant agrees in Section III(a) of this CI that new surface disturbance will not occur within 30 meters of actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors (i.e. dunes or dunal complexes), Covered Activities conducted pursuant to this CI on all Enrolled Lands will only result in loss of buffer, which may or may not be important to DSL. Further information regarding buffer loss will be investigated as part of the adaptive management process in the TCP. Any modifications to this CI that are suggested from the adaptive management process must be approved by the Participant in writing consistent with the Service's "No Surprises" Rule, 63 Fed. Reg. 8,859 (Feb. 23, 1998).

Section 8.10 of the TCP requires the Permit Holder's Qualified Third Party Contractor to monitor, track and report surface disturbing activities that "actually occur in DSL habitat (dune and dunal complex)." If new surface disturbance in actual DSL habitat (dunes and dunal complexes) reaches the 75% of the values in Table 8-2 of the TCP during the first three years of the TCP, the FWS and the Permit Holder will review the TCP under the Adaptive Management Process outlined in Section 8.3.2. However, because Covered Activities conducted pursuant to this CI will not result in loss to occupied or suitable dunes or dunal complexes , impacts associated with the implementation of Covered Activities pursuant to this CI will not contribute to the habitat loss limitations identified in Section 8.10 of the TCP and Section 11(K)(d) of the Enhancement of Survival Permit (TE-55322A-0). In the event activities of either other participants to the TCP or other land users not enrolled in the TCP result in habitat loss that equals 75% of the values in Table 8-2 of the TCP, Participant may continue its Covered Activities in accordance with this CI without interruption. Furthermore, any changes to the TCP or its implementation that result from the Adaptive Management process in Section 8.3.2 of the TCP will not be applied to the Participant or its Covered Activities except as specifically provided in this CI. Finally, because the Participant agrees that new surface disturbance will not occur within 30 meters of actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors, those surface disturbance activities on Enrolled Lands will only contribute to the total amount of incidental take authorized of 21,257 acres by the TCP (as described in Table 9-1 of the TCP) and Section K of the Enhancement of Survival Permit (TE-55322A-0) through buffer loss.

Similarly, because the Parties recognize that no habitat loss will occur, the Parties further recognize that surface disturbing activities beyond 30 meters from actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors do not necessarily result in "take" of DSL as characterized in Sections 7.1 and 9.0 of the Plan and Section 11(K) of the Permit. The Participant recognizes, however, the

possibility that Covered Activities described in this CI on Enrolled Lands may result in "take" of DSL as defined in 16 U.S.C. § 1532(19) and 50 C.F.R. § 17.3 if the DSL is listed as threatened or endangered. Any resulting incidental take from the Covered Activities is authorized by the Enhancement of Survival Permit (TE-55322A-0) so long as the Participant fulfills its obligations under this CI.

V. DEVELOPMENT PROCEDURES

This section outlines two development procedures that can be used to process Site Disturbance Plans, either using a Qualified Wildlife Biologist or the Qualified Third Party Contractor. The Participant may elect to use either procedure. The Qualified Third Party Contractor will have the final determination of those individuals that are considered a "Qualified Wildlife Biologist".

At least 5 calendar days prior to commencing surface disturbing activities within 200 meters of actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors, the Participant will submit to the Qualified Third Party Contractor a Site Development Plan that includes: 1) a map depicting the location of the proposed disturbance in relation to the occupied or suitable habitat; 2) a legal description of the proposed development; 3) identifies the amount of proposed surface disturbance and the Surface Disturbance Fee required; and 4) certification from a qualified wildlife biologist that the proposed development complies with the Conservation Measure set forth in Section III(a) of this CI. The Participant will also notify the Qualified Third Party Contractor of the date that such planned development is scheduled to begin. The Permit Holder or its Qualified Third Party Contractor has the right to verify compliance with the Conservation Measures set forth in Section III(a) of this CI, but such verification may occur after the surface disturbing activity has taken place. Such verification through an on-site inspection shall not be subject to the fee for site screenings identified in Section 11.3 of the TCP. Participant is solely responsible for verifying the accuracy of all information submitted by the Participant to the Qualified Third Party Contractor. A Participant's failure to comply with the Conservation Measure in Section III(a) of this CI allows FWS or the Permit Holder to initiate the procedures describe Section XIII of this CI.

Alternatively, the Participant may elect to notify the Qualified Third Party Contractor of proposed surface disturbing activities within 200 meters of actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors at least 65 calendar days prior to initiating such development. The Participant will also notify the Qualified Third Party Contractor of the date that such planned development is scheduled to begin. With this notification, the Participant will provide a draft Site Development Plan that: 1) identifies where development is planned to occur in relation to actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors; 2) estimates the amount of surface disturbance; and 3) calculates an estimated Surface Disturbance Fee based on the estimated amount of surface disturbance and according to the procedures in Section VI of this CI and Exhibit B. The Qualified Third Party Contractor will review and finalize the Site Development Plan. The Qualified Third Party Contractor has the responsibility of finalizing the Site Development Plan prior to scheduled development, and the Participant is not required to delay development due to the Qualified Third Party Contractor's failure to finalize the Site Development Plan prior to the scheduled

development date. If the Qualified Third Party Contractor finalizes the Site Development Plan in advance of the scheduled development date, development may proceed in advance of that date.

The Site Development Plan has two purposes. First, it will identify where the planned development will occur and verify that the Participant's planned development complies with the Conservation Measure in Section III(a) of the CI and any other applicable Conservation Measures set forth in Section III of this CI. Second, the Site Development Plan will allow the Permit Holder to verify the number of acres of surface disturbance and the associated Surface Disturbance Fee, as described in Section VI and Exhibit B of this CI.

The Participant may elect to commit to undertake Mitigation Activities or Recovery Activities in the Site Development Plan; however, the Participant is under no obligation to undertake any Conservation Activities beyond those Conservation Measures identified in this CI.

The Participant agrees to prepare the Site Development Plan in lieu of the Habitat Impact Assessment and Management Plan described Appendix F of the TCP. The procedures identified in Section 12.5.4 and Appendix F of the TCP are hereby clarified consistent with the procedures outlined in this Section.

VI. ENROLLMENT FEE AND SURFACE DISTURBANCE FEES

The Participant agrees to pay an annual $4 Enrollment Fee for each gross acre of Enrolled Lands. The Participant will make the first payment no later than the date of the last signature to this CI and subsequent payments on the anniversary date of the last signature to this CI. Enrollment Fees for any new parcels added by addendum to this CI will be calculated at $4 per gross acre and be due at the time the parcels are added to the CI. The total acreage enrolled in this CI, and the resulting annual payment, will be recalculated on the anniversary dates of the final execution of this CI. The Permit Holder may use the Enrollment Fees for Program Administration, to generate Mitigation Credits and Recovery Awards to be used by the Participant, and to implement Conservation Activities to remove or reduce threats to the DSL.

The Participant also agrees to pay to the Permit Holder or its Qualified Third Party Contractor the Surface Disturbance Fees identified on Exhibit B for new surface disturbance that results from Covered Activities within 30 meters and 200 meters of actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors. The purpose of the Surface Disturbance Fee is to meet the Participant's obligations under the TCP. The Permit Holder or Qualified Third Party Contractor will keep the Surface Disturbance Fees in a Habitat Conservation Fund Account specific to the Participant until expended in accordance with the terms of this CI. The Permit Holder or Qualified Third Party Contractor may only use Surface Disturbance Fees to acquire Mitigation Credits and/or Recovery Awards to offset the Participant's surface disturbing activities, as described below in this Section by conducting credit-generating Conservation Activities for the benefit of the DSL.

The TCP contains some conflicting language about which surface disturbing activities must be mitigated. The TCP states that surface disturbing activities 200 meters from DSL Habitat, which is defined as the polygons depicted on Figure 1-2 of the TCP (see Appendix I of the TCP) must be mitigated, but also states that surface disturbing activities within 200 meters from shinnery

oak dune complexes must be mitigated (see Section 12.2 of the TCP). Participant hereby agrees to pay Surface Disturbance Fees to fund the acquisition of Mitigation Credits or Recovery Awards for its activities between 30 meters and 200 meters of actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors. Because the TCP provides different scales for which mitigation was to occur, this CI clarifies that surface disturbing activities outside of 200 meters of actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors need not be offset by Mitigation Credits and/or Recovery Awards and therefore do not require the payment of Surface Disturbance Fees. This CI is designed to provide clarification of those statements within the TCP on this issue.

The Participant will remit to the Permit Holder or its Qualified Third Party Contractor the estimated Surface Disturbance Fee in the draft Site Development Plan, as described in Section V, and estimate the applicable Surface Disturbance Fee using the methodology shown on Exhibit B. The Permit Holder will verify the applicable Surface Disturbance Fee using the methodology shown on Exhibit B. The Permit Holder will notify the Participant if additional Surface Disturbance Fees are required within 10 working days after the Site Development Plan is verified or, if a draft Site Development Plan is submitted, the Site Development Plan is finalized.

The Participant may also elect to pay Surface Disturbance Fees in advance of submitting Site Development Plans. If the Participant has prepaid Surface Disturbance Fees in its Habitat Conservation Fund Account, it may notify the Permit Holder or its Qualified Third Party Contractor of the availability of such fees in lieu of remitting part or all Surface Disturbance Fees with the Site Development Plan. The Permit Holder will deduct the resulting Surface Disturbance Fee from the Participant's Habitat Conservation Fund Account balance within 10 working days after the Site Development Plan is completed. In order to allow for the timely acquisition of Mitigation Credits and/or Recovery Awards by the Permit Holder or its Qualified Third Party Contractor so that surface disturbance activities under a submitted or anticipated Site Development Plan are not delayed, Mitigation Credits or Recovery Awards generated for the benefit of the Participant and held for more than two years are not required to be offered into the market through the CRA System as described in Section 12.5. The Participant may, at any time and at its sole discretion, elect to sell unused Mitigation Credits or Recovery Awards.

The Permit Holder or its Qualified Third Party Contractor will retain an accounting of the number of Mitigation Credits or Recovery Awards secured for the Participant and the number of Mitigation Credits or Recovery Awards expended on the Participant's behalf. Within 30 days after the Permit Holder or its Qualified Third Party Contractor secures Mitigation Credits or Recovery Awards for the Participant, the Permit Holder or its Qualified Third Party Contractor shall notify the Participant detailing the:

- number of Mitigation Credits and/or Recovery Awards generated;
- the cost of each individual Mitigation Credit and/or Recovery Awards;
- the total amount deducted from the Participant's Habitat Conservation Fund Account;
- the remaining Habitat Conservation Fund Balance; and

- the total number of Mitigation Credits and/or Recovery Awards held on behalf of the Participant.

When the Participant's Mitigation Credits and/or Recovery Awards are used to offset the Participant's proposed surface disturbing activities, the Permit Holder or its Qualified Third Party Contractor shall notify the Participant detailing the:

- number of Mitigation Credits and/or Recovery Awards used;
- the number of acres of surface disturbance that the Mitigation Credits and/or Recovery Awards were used to offset; and
- the total number of Mitigation Credits and/or Recovery Awards remaining on behalf of the Participant.

Any unused funds in a Participant's Habitat Conservation Fund Account will roll over from year to year until deducted as Surface Disturbance Fees.

The Participant's obligation to make payments as described above shall be suspended if any administrative or judicial challenge prevents the implementation of this CI.

The Participant will pay the Enrollment Fee and Surface Disturbance Fees outlined herein in lieu of the Participation Fees and Participation Assessments described in Sections 11.2 and 11.3 of the TCP, and Participant therefore is not required to pay the Participation Fees or Participation Assessments. The Enrollment Fee and Surface Disturbance Fees may only be adjusted as described in Section VIII of this CI; the adjustment provisions identified in Section 11.3 of the TCP do not apply.

No funds will be exchanged between the FWS and the Permit Holder.

VII. MITIGATION CREDITS AND RECOVERY AWARDS

The Permit Holder or its Qualified Third Party Contractor shall use the Surface Disturbance Fees to acquire Mitigation Credits and/or Recovery Awards on behalf of the Participant. The Permit Holder or its Qualified Third Party Contractor has the sole responsibility to generate Mitigation Credits and/or Recovery Awards on behalf of the Participant. The Permit Holder and/or Qualified Third Party Contractor may not use Surface Disturbance Fees paid by the Participant to generate Mitigation Credits or Recovery Awards for the benefit for another participant enrolled in the TCP. If the Surface Disturbance Fees paid by the Participant for a surface disturbing activity are greater than amount paid by the Permit Holder or its Qualified Third Party Contractor to acquire or generate Mitigation Credits or Recovery Awards to offset the surface disturbing activities for which the Surface Disturbance Fees were paid, the unused Surface Disturbance Fees shall remain in the Participant's Habitat Conservation Fund Account to acquire Mitigation Credits or Recovery Awards on the Participant's behalf for later use. The Participant under this CI, along with the other members of the Steering Committee, will work to address any shortfalls in the funds associated with Program Administration in accordance with the procedures outlined in Section 10.1.1 of the TCP.

Although the Participant may elect to generate Mitigation Credits and/or Recovery Awards, the

Participant shall not in any circumstance be required to generate Mitigation Credits and/or Recovery Awards by conducting in-kind mitigation in order to offset Covered Activities.

The Permit Holder or its Qualified Third Party Contractor need not wait until the Participant proposes surface disturbing activities in a Site Development Plan to generate Mitigation Credits or Recovery Awards. The Permit Holder or its Qualified Third Party Contractor is free to utilize funds in the Participant's Habitat Conservation Fund Account to generate Mitigation Credits or Recovery Awards at any time. The Permit Holder or its Qualified Third Party Contractor shall use best efforts to generate Mitigation Credits and/or Recovery Awards immediately upon receipt of Surface Disturbance Fees.

The Permit Holder or its Qualified Third Party Contractor must have accrued sufficient Mitigation Credits or Recovery Awards, in accordance with the credit and award valuation procedures set forth in Section 12 of the TCP, to offset the Participant's surface disturbing activities within 200 meters of actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors before the Participant may commence such surface disturbing activities.

To allow the Permit Holder and/or its Qualified Third Party Contractor adequate time to generate Mitigation Credits or Recovery Awards after this CI takes effect, the requirement that Mitigation Credits or Recovery Awards be secured prior to the commencement surface disturbing activities is waived for twelve (12) months after this CI takes effect; this twelve-month period shall end on the first anniversary date of the last signature to this CI. However, the Participant must pay Surface Disturbance Fees prior to development in accordance with the terms of this CI during this twelve-month period. During this twelve-month period, the Permit Holder or its Qualified Third Party Contractor will use best efforts to contemporaneously secure sufficient Mitigation Credits or Recovery Awards to offset surface disturbance in accordance with the TCP; however, in no way shall commencement of the Participant's surface disturbing activities be delayed or prevented due to a shortage of Mitigation Credits or Recovery Awards. After the first anniversary of the last signature to this CI, the Permit Holder or its Qualified Third Party Contractor will calculate whether additional Mitigation Credits or Recovery Awards are necessary to offset the surface disturbing activities that occurred during the first year of this CI using the credit and award valuation procedures set forth in Section 12 of the TCP. If the Permit Holder or its Qualified Third Party Contractor determines that Mitigation Credits or Recovery Awards are required by Section 12 of the TCP to offset surface disturbance activities that occurred during the first year of this CI, the Participant, the Permit Holder and FWS shall confer to identify a remedy acceptable to all Parties.

VIII. ADJUSTMENTS OF FEES

The Enrollment Fee and Surface Disturbance Fees described Section VI in this CI and set forth on Exhibit B may be adjusted annually to reflect inflation if necessary to account for increased costs ("Inflation Adjustment"). Any such adjustments shall be in accordance with the percent changes of the Producer Price Index ("PPI") for Construction (partial), commodity code 80, not seasonally adjusted, as it appears in the PPI Detailed Report as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any adjustments shall occur annually on February 20, based upon the percent changes (whether up or down) in this index, between December 2011 and

December of the most recent year. All calculations for this index shall be based upon the latest versions of the Producer Price Index data published as of February 20 each year. If the PPI for Construction (partial) is unavailable for a period of less than 18 months, no adjustments will be made. If the PPI for Construction (partial) is discontinued entirely or unavailable for a period longer than 18 months, the Permit Holder or its agent will consult with the Participant to select an appropriate alternative index.

The Permit Holder also has discretion to adjust the Enrollment Fee and Surface Disturbance Fees described in this CI and set forth on Exhibit B ("Base Fees") to reflect increased costs associated with administering the TCP or an increase or decrease in the market price of Mitigation Credits and/or Recovery Awards ("Cost Adjustment"). Although Cost Adjustments are not required annually, any Cost Adjustments that the Permit Holder elects to impose must occur at the same time as Inflation Adjustments. The Cost Adjustment for an Enrollment Fee or Surface Disturbance Fee may not exceed ten percent (10%) of the inflation-adjusted Base Fee over the life of the permit. For the avoidance of doubt, the calculation of each Cost Adjustment will begin with the Base Fee, not the Enrollment Fee or Surface Disturbance as modified by the previous year's Cost Adjustment. Additionally, as described in Section VI of this CI the Permit Holder may also decrease the amount of or eliminate the Enrollment Fee.

Exhibit C of this CI sets forth more detailed examples of how the Enrollment Fee and Surface Disturbance Fees may be adjusted consistent with this Section.

Furthermore, it has been represented by the Permit Holder and FWS that the costs of administering the TCP are expected to decrease significantly over time as both initial startup costs and the costs of research associated with the Adaptive Management Process decrease. Accordingly, the Permit Holder may elect to reduce the amount of or eliminate the Enrollment Fee at any time while this CI remains in effect.

The adjustments to the Enrollment Fee and Surface Disturbance Fees identified in this Section are the only authorized adjustments. The Enrollment Fee and Surface Disturbance Fees are not subject to the adjustments to Participation Fees and Participation Assessments allowed under Section 10.1.1, 11.2 and 11.3 of the TCP. Any adjustments to the Enrollment Fee and Surface Disturbance Fees authorized by this Section may only be applied prospectively.

If at any time while this CI remains in effect the Surface Disturbance Fees become inadequate to secure Mitigation Credits or Recovery Awards, the Participant and the Permit Holder will confer to identify potential adjustments to be made to the Surface Disturbance Fees or the Conservation Recovery Award System described in Section 12 to the TCP. Any changes to the Participant's obligations under this CI must be set forth in a minor amendment to the CI to which Participant agrees in writing.

IX. ASSURANCES

In exchange for the commitments to undertake the Conservation Measures and remit the Enrollment Fee and Surface Disturbance Fees in this CI, FWS provides the Permit Holder and Participant the regulatory assurances found at 50 CFR §§17.22(d)(5) and 17.32(d)(5). Assurances mean that, should the DSL become listed as threatened or endangered under the ESA

in the future, additional land, water, or resource use restrictions or financial compensation beyond those described in this CI will not be imposed on the Participant with respect to Covered Activities. These assurances are authorized by the "enhancement of survival" permit issued under Section 10(a)(1)(A) of the ESA, which becomes effective if the DSL is listed. Once effective, if necessary, the permit will authorize the incidental take of DSL by Participant under the permit issued to Permit Holder, as long as such incidental take is consistent with this CI.

FWS may request additional conservation, but since it is voluntary on the part of Permit Holder and Participant, consent of Permit Holder and Participant must be in writing. Further, in the event of unforeseen circumstances, FWS will not require the commitment of additional land, water, or other natural resources or financial compensation beyond the level otherwise agreed to in this CI.

The Participant will not be subject to any changes to the TCP's Conservation Strategy resulting from the Adaptive Management Process outlined in Section 11.3 of the TCP without a minor amendment to this CI to which Participant agrees in writing.

X. SUSPENSION FOR NONPAYMENT

Participant agrees that Permit Holder may suspend the CI if and for so long as any fee on Participant is past due.

XI. TRANSFERS AND ADDITIONS

In the event a Participant desires to sell or convey the Enrolled Lands, the Participant will notify the Permit Holder at least 30 days in advance of the potential sale, and notify the prospective landowner of the existence of this CI (and/or have previously recorded the CI) in order for the potential new landowner to decide whether to become party to the TCP. If the new landowner does not become a party to the TCP and the CI is not transferred, or a new CI is not issued, he/she will not receive the benefits of the Permit authorizing incidental take of DSL.

Transfers may occur within this CI or between this CI and the CI of another Participant. Enrolled Lands can be transferred either before or after a listing decision occurs. If the DSL is listed, lands may be transferred within DSL Habitat of equal or greater conservation value to the DSL. All transfers must be approved by USFWS and the Permit Holder. Notification of intent to transfer any lands will be transmitted to the Permit Holder for approval 30 days prior to transfer. The description will include the lease number(s), detailed legal description(s), and acreage of the parcel(s) involved.

The Participant may transfer this CI to another Participant or successor in interest. All transfers must be acknowledged by Permit Holder. Notification of intent to transfer will be transmitted to Permit Holder for approval thirty (30) days prior to transfer.

Participant may request to amend this CI to add additional Covered Activities at any time before the DSL is listed. This CI must be amended and executed by the Participant and Permit Holder to include such additional Covered Activities.

XII. TERM

The CI will be in effect from the date all Parties and FWS sign below until the TCP expires, unless otherwise terminated in accordance with the terms herein or other applicable law.

XIII. TERMINATION AND DISPUTE RESOLUTION

The Participant may terminate this CI by giving thirty (30) days written notice to the Permit Holder and FWS as to any or all of the Enrolled Lands. Participant may cease implementation of the Conservation Measures under this CI, even if the expected benefits have not been realized. Upon termination, Participant is required to surrender the benefits it receives under the Enhancement of Survival Permit (Permit No. TE55322A-0) at termination, thus relinquishing his or her incidental take authority (if the DSL becomes listed) and the assurances granted under the permit. Termination does not negate or diminish the benefits or assurances provided to the Participant under this CI for Covered Activities prior to the date of termination. Any applications for permission to perform operations on the terminated parcels for which the Participant has not paid Surface Disturbance Fee at the time of termination will be processed as if the CI did not exist. Any funds remaining in Participant's Habitat Conservation Fund Account at the time of termination, voluntary or for cause, will be donated to the Permit Holder to support the TCP, and will not be refunded. Termination of this CI will relieve a Participant of any additional Enrollment Fees or Surface Disturbance Fees for new surface developments on the terminated lands.

The FWS or Permit Holder may only terminate the CI for a Participant's failure to pay the Enrollment Fee or Surface Disturbance Fee or for the Participant's failure to implement the conservation measures documented in this CI. However, the Permit Holder or FWS will first provide notice of any deficiency to the Participant and give it the opportunity to cure. If the deficiency is not corrected or due diligence is not being shown to correct the deficiency within sixty (60) days of the receipt of the letter, the parcel(s) involved will be terminated from this CI. If the Participant has three (3) deficiencies within 365 consecutive days (excluding deficiencies cured as stated above), the entire CI will be terminated.

Nothing herein restricts FWS from suspending or revoking the CI, in whole or part, for cause in accordance with 50 CFR §13.28(a) or the laws and regulations in force at the time of this agreement.

XIV. NO WAIVER

The Parties agree and acknowledge that the existence of the TCP, its contents and/or any statements or representations made in connection with the preparation of the TCP shall not prejudice any claim that the State of Texas, the Permit Holder, any Participant, or any agency, association or other entity consulting in or otherwise involved in the preparation of the TCP may have that the DSL does not qualify as a threatened or endangered species as those terms are defined under the ESA and/or that the DSL should not be determined to be a threatened or endangered species pursuant to Section 4 of the ESA, 16 U.S.C. 1533, and all rights and defenses related to any such claims are hereby expressly reserved. Participant is also not responsible for work being accomplished by Permit Holder using fees paid to Permit Holder.

XV. RELEASE

If at any time any administrative or legal challenge prevents the implementation of this CI, Participant shall be excused from its performance under this CI and shall release the United States, Department of the Interior, FWS, and Permit Holder from any legal claims related to, and, against all other Parties to, this CI and the TCP.

XVI. AMENDMENT

This CI may be amended with the written consent of the Parties hereto. The Parties will use their best efforts to respond to proposed amendments within sixty (60) days of receipt of such notice. This CI will only be amended upon agreement of the Parties.

XVII. MULTIPLE ORIGINALS

This CI may be executed in any number of multiple originals. A complete original of this CI shall be maintained in the records of the Parties hereto.

XVIII. REPORTING REQUIREMENTS

By January 31 of each year during the term of this CI, Participant will provide Permit Holder with an Annual Participant Report for the prior calendar year that identifies: (a) the Covered Activities and the Conservation Measures that have occurred under this CI; (b) to the knowledge of Participant, any material non-compliance with the terms of the CI; and (c) following listing of the DSL, any incidental take by Participant that occurred under the CI. The Annual Participant Report will aid Permit Holder in meeting its annual reporting requirements under the TCP. Information submitted by Permit Holder to FWS as part of the Permit Holder's annual reporting under Section 8.2.3 of the TCP, or submitted under any other provision of the TCP, will provide sufficient detail to enable FWS to enforce the CI and monitor compliance with CI provisions, but Participant and other identifying information will be removed and kept confidential as specified in Section XIX of this CI.

XIX. CONFIDENTIALITY

Under Texas law, information collected by the Permit Holder or its Qualified Third Party Contractor from a Participant and relating to the specific location, species identification, or quantity of any animal or plant life cannot be disclosed to FWS or any other person, including a state or federal agency; and, further, it is not subject to the Texas Public Information Act. See Act of June 29, 2011, 82nd Leg., 1st C.S., S.B. 1, §67.01 (to be codified at Tex. Gov't Code § 403.454). The Permit Holder, and its Qualified Third Party Contractor, may only disclose to the person who provided it information that relates to the specific location or quantity of the species for which the TCP is being prepared, unless the person consents in writing to full or specified partial disclosure of such information. *Id.*

Notwithstanding this statutory confidentiality provision, the Permit Holder, and its Qualified Third Party Contractor, must provide sufficient information as required by Section 8.3 or other provisions of the TCP to enable FWS to enforce the Permit and monitor compliance, but

Participant and other identifying information will be removed. Information establishing a violation of any law is not subject to the confidentiality provision.

XX. ACCESS FOR COMPLIANCE MONITORING AND RESEARCH

Subject to appropriate rights, Participant agrees to provide Permit Holder, and the Qualified Third Party Contractor, with reasonable access to inspect Participant's Covered Activities and Conservation Measures for the purpose of monitoring Participant's compliance with the terms of this CI and for academic research activities established in conjunction with the TCP. All information described in Section XVIII of this CI and gathered as part of compliance monitoring and research activities will be treated as confidential in accordance with Section XIX of this CI.

Permit Holder will coordinate with Participant to avoid unnecessary inconvenience and disruption to Participant and any surface owner (if different from Participant). Permit Holder, and the Qualified Third Party Contractor will provide reasonable advance notice to Participant of any intent to exercise the access rights granted herein, of the date(s) when access is desired, the activities or measures that are the subject of the inspection, and the duration of the scheduled visit. Access may also require the notification and consent of surface owner (if different from Participant).

Permit Holder will provide reasonable advance notice to Participant of any intent to exercise the access rights granted in this Section of the date(s) when access is desired, the activities or measures that are the subject of the inspection, and the duration of the scheduled visit.

Permit Holder, and its Qualified Third Party Contractor, will access the property at its own risk. Participant (or surface owner if different from Participant) makes no representation as to the safety or lack of hazards on the property. Permit Holder, and its Qualified Third Party Contractor, acknowledges that certain activities on rural property have unknown hazards and risks and can result in injury or property damage to the persons involved in these activities. During all phases of work, Permit Holder, and its Qualified Third Party Contractor, commits to the use of appropriate risk management practices, including identification of potential known hazards with Participant or surface owner before accessing property. Permit Holder, Qualified Third Party Contractor, and Participant explicitly agree to apply the provisions of Chapter 75 of the Texas Civil Practice and Remedies Code to Property Owners who grant permissive access to their property to Permit Holder.

XXI. NOTICE

Any notice permitted or required by this CI shall be transmitted within any time limits described in this CI to the persons set forth below or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows or at such other address as any Party may from time to time specify to the other Parties in writing:

PARTICIPANT:

Contact: Eileen Day Manager

Address: 3300 North A Street, Building 6
OPA6-01-133
Midland, TX 79705

Telephone: 1-432-685-9042

Fax: 1-432-688-6019

E-Mail: Eileen.D.Day@conocophillips.com

PERMIT HOLDER:

Contact: Deb Hastings

Address: 304 W. 13th Street
Austin, TX 78701

Telephone: 512.478.10631

Fax: 512.494.1145

E-Mail: dhastings@tsugo.org

XXII. SIGNATURES

IN WITNESS WHEREOF THE PARTIES HERETO have executed this Certificate of Inclusion to be in effect on the date of the last signature below.

ConocoPhillips Company

Participant Authorized Officer Thomas J. Atkins, Attorney-in Fact	April 19, 2012 Date
Permit Holder Authorized Officer	April 24, 2012 Date

CONCURRENCE:

U. S. Fish and Wildlife Service	Date

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-101735 L-101736	S/2 SW/4	16	A-42	PSL	ANDREWS	TEXAS	861	80
L-229369 L-230961 L-230962 L-235391 L-239062	SW/4, N/2 SE/4	25	A-42	PSL	ANDREWS	TEXAS	1660	240
L-229369 L-230961 L-089366	LYING SOUTH AND ADJACENT TO SECTION 25	112	P	WA MEADOR	ANDREWS	TEXAS	1719	12.7
L-904232 L-904233	N/2 NE/4, N/2 SW/4	4	10	UNIVERSITY LANDS	ANDREWS	TEXAS		160
L-909144	SW/4	5	10	UNIVERSITY LANDS	ANDREWS	TEXAS		152.95
L-909139 L-909140	ALL	8	10	UNIVERSITY LANDS	ANDREWS	TEXAS		674.6
L-909137	NW/4 NE/4	17	10	UNIVERSITY LANDS	ANDREWS	TEXAS		42.02
L-914449 L-909138	ALL	18	10	UNIVERSITY LANDS	ANDREWS	TEXAS		672.5
L-909135 L-904192 L-904167	ALL	19	10	UNIVERSITY LANDS	ANDREWS	TEXAS		666.2
L-310289 L-904189	W/2	20	10	UNIVERSITY LANDS	ANDREWS	TEXAS		333.05
L-310291 L-310329 L-909142	S/2 SW/4	21	10	UNIVERSITY LANDS	ANDREWS	TEXAS		496.138
L-310330 L-904168 L-904188	W/2, E/2 NE/4	29	10	UNIVERSITY LANDS	ANDREWS	TEXAS		413.625
L-904234 L-904068 L-904166 L-904191	ALL	30	10	UNIVERSITY LANDS	ANDREWS	TEXAS		660.7
L-904067 L-342846 L-904190 L-904165	ALL	31	10	UNIVERSITY LANDS	ANDREWS	TEXAS		661.6
L-904066 L-904187 L-909932	ALL	32	10	UNIVERSITY LANDS	ANDREWS	TEXAS		661.45
L-302541	W2	33	10	UNIVERSITY LANDS	ANDREWS	TEXAS		330.75
L-909141 L-909136	ALL	34	10	UNIVERSITY LANDS	ANDREWS	TEXAS		661.5

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-909155 L-302044 L-909143	W/2	24	11	UNIVERSITY LANDS	ANDREWS	TEXAS		664.125
L-909129	SE/4 NE/4, SE/4 NW/4, W/2 NW/4, W/2 SW/4, N/2 SE/4	23	11	UNIVERSITY LANDS	ANDREWS	TEXAS		328.15
L-907825 L-907826	NE/4, S/2	22	11	UNIVERSITY LANDS	ANDREWS	TEXAS		499.5
L-916076	SE/4 NE/4	28	11	UNIVERSITY LANDS	ANDREWS	TEXAS		41.29
L-916073 L-907827 L-916074	ALL	27	11	UNIVERSITY LANDS	ANDREWS	TEXAS		660.8
L-916075	NW/4 NW/4	26	11	UNIVERSITY LANDS	ANDREWS	TEXAS		41.29
L-910258 L-904477 L-904065	NE/4, S/2	25	11	UNIVERSITY LANDS	ANDREWS	TEXAS		495.35
L-904235 L-910257 L-910256	N/2, SE/4	36	11	UNIVERSITY LANDS	ANDREWS	TEXAS		496.16
L-909532	NE/4, S/2	34	11	UNIVERSITY LANDS	ANDREWS	TEXAS		170.75
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	28	43, T-4-S	T&P RR CO	CRANE	TEXAS	1202	656
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL, EXCLUDING N/2 SW/4, AND NW/4 SE/4	21	B-20	PSL	CRANE	TEXAS	1239 1240	536.4
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	7	B-21	PSL	CRANE	TEXAS	1241 1242	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	11	B-21	PSL	CRANE	TEXAS	1243	640

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	12	B-21	PSL	CRANE	TEXAS	1244	647.69
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	13	B-21	PSL	CRANE	TEXAS	1245	646.98
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	14	B-21	PSL	CRANE	TEXAS	1246 1247	646.29
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	15	B-21	PSL	CRANE	TEXAS	1248 1249	645.58
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	16	B-21	PSL	CRANE	TEXAS	1250 1251	646.07
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	17	B-21	PSL	CRANE	TEXAS	1252 1253	646.52
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	18	B-21	PSL	CRANE	TEXAS	1254	640

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	19	B-21	PSL	CRANE	TEXAS	1255	648.2
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	20	B-21	PSL	CRANE	TEXAS	1256	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	21	B-21	PSL	CRANE	TEXAS	1257	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	22	B-21	PSL	CRANE	TEXAS	1258	648.73
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	23	B-21	PSL	CRANE	TEXAS	1205	648.02
M-10072 M-13407 M-13408 M-13409 M-13415	ALL	24	B-21	PSL	CRANE	TEXAS	1259	647.32
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	25	B-21	PSL	CRANE	TEXAS	1260 1261	646.61

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13390 M-13407 M-13408 M-13415	ALL	7	B-23	PSL	CRANE	TEXAS	1153	635.86
L-400029 M-10072 M-13390 M-13407 M-13415	ALL	8	B-23	PSL	CRANE	TEXAS	1154	640.77
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	9	B-23	PSL	CRANE	TEXAS	1155	640.74
L-400029 M-10072 M-13390 M-13409 M-13415	ALL	10	B-23	PSL	CRANE	TEXAS	1156	640
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	11	B-23	PSL	CRANE	TEXAS	1157	640
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	13	B-23	PSL	CRANE	TEXAS	1161 207	720.74
L-400029 M-10072 M-13407 M-13409 M-13415	ALL	14	B-23	PSL	CRANE	TEXAS	1159	640.9
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	15	B-23	PSL	CRANE	TEXAS	1160	640.71

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	16	B-23	PSL	CRANE	TEXAS	1161	640.71
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	17	B-23	PSL	CRANE	TEXAS	1162	560.85
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	18	B-23	PSL	CRANE	TEXAS	1163	639.16
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	1	B-24	PSL	CRANE	TEXAS	1164	725.03
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	2	B-24	PSL	CRANE	TEXAS	1165	644.1
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	3	B-24	PSL	CRANE	TEXAS	1166	730.9
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	4	B-24	PSL	CRANE	TEXAS	1167	747.61

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	5	B-24	PSL	CRANE	TEXAS	1168	644.1
L-400029 M-10072 M-13390 M-13409 M-13415	ALL	6	B-24	PSL	CRANE	TEXAS	1169	644.1
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	7	B-24	PSL	CRANE	TEXAS	1170	643.5
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	11	B-24	PSL	CRANE	TEXAS	1171	666.8
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	2	B-25	PSL	CRANE	TEXAS	1172	645.84
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	3	B-25	PSL	CRANE	TEXAS	1173	646.32
L-400029 M-10072 M-13390	ALL	4	B-25	PSL	CRANE	TEXAS	1174	646
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415 M-65939	ALL	5	B-25	PSL	CRANE	TEXAS	1175	647.26

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	7	B-25	PSL	CRANE	TEXAS	1176	640
L-400029 M-10072 M-13390 M-13407 M-13415	ALL	8	B-25	PSL	CRANE	TEXAS	1177	647.11
L-400029 M-10072 M-13390	ALL	9	B-25	PSL	CRANE	TEXAS	1178	646.64
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	10	B-25	PSL	CRANE	TEXAS	1179	646.16
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	11	B-25	PSL	CRANE	TEXAS	1180	645.69
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	12	B-25	PSL	CRANE	TEXAS	1181	645.22
L-400029 M-10072 M-13390	ALL	13	B-25	PSL	CRANE	TEXAS	1182	645.08
L-400029 M-10072 M-13390	ALL	14	B-25	PSL	CRANE	TEXAS	1183	645.56
L-400029 M-10072 M-13390	ALL	15	B-25	PSL	CRANE	TEXAS	1184	646.03
L-400029 M-10072 M-13390	ALL	16	B-25	PSL	CRANE	TEXAS	1185	646.5

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	17	B-25	PSL	CRANE	TEXAS	1186	646.97
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	18	B-25	PSL	CRANE	TEXAS	1187	640
L-400029 M-10072 M-13390 M-13407 M-13409	ALL	19	B-25	PSL	CRANE	TEXAS	1188	640
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	S/2	20	B-25	PSL	CRANE	TEXAS	1189	323.44
L-400029 M-10072 M-13390	ALL	21	B-25	PSL	CRANE	TEXAS	1190	646.36
L-400029 M-10072 M-13390	ALL	22	B-25	PSL	CRANE	TEXAS	1191	645.89
L-400029 M-10072 M-13390	N/2	23	B-25	PSL	CRANE	TEXAS	1192	322.6
L-400029 M-10072 M-13390	ALL	24	B-25	PSL	CRANE	TEXAS	1193	644.95
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	25	B-25	PSL	CRANE	TEXAS	1194	667.92
L-400029 M-10072 M-13390	ALL	26	B-25	PSL	CRANE	TEXAS	1195 1196	668.43

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13390	ALL	27	B-25	PSL	CRANE	TEXAS	1197	668.86
L-400029 M-10072 M-13390 M-13408	ALL	28	B-25	PSL	CRANE	TEXAS	1198	662
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	29	B-25	PSL	CRANE	TEXAS	1199	662
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	13	B-26	PSL	CRANE	TEXAS	1200	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	15	B-26	PSL	CRANE	TEXAS	1262	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	16	B-26	PSL	CRANE	TEXAS	1263	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	17	B-26	PSL	CRANE	TEXAS	1264	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	18	B-26	PSL	CRANE	TEXAS	1265	640

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	19	B-26	PSL	CRANE	TEXAS	1266	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	20	B-26	PSL	CRANE	TEXAS	1267	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	21	B-26	PSL	CRANE	TEXAS	1268	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	22	B-26	PSL	CRANE	TEXAS	1269	640
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	24	B-26	PSL	CRANE	TEXAS	1201	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	27	B-26	PSL	CRANE	TEXAS	1270	640
L-400029 M-13407 M-13408 M-13415	ALL	28	B-26	PSL	CRANE	TEXAS	1271	662
L-400029 M-10072 M-13407 M-13408 M-13409	ALL	29	B-26	PSL	CRANE	TEXAS	1272	640

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13407 M-13408 M-13409	ALL	30	B-26	PSL	CRANE	TEXAS	1273	640
L-400029 M-10072 M-13407 M-13415	ALL	4	B-27	PSL	CRANE	TEXAS	1274	645.2
L-400029 M-10072 M-13407 M-13415	ALL	5	B-27	PSL	CRANE	TEXAS	1275	645.2
L-400029 M-10072 M-13407 M-13415	ALL	6	B-27	PSL	CRANE	TEXAS	1276	645.2
L-400029 M-10072 M-13407 M-13408 M-13415	ALL	7	B-27	PSL	CRANE	TEXAS	1277	645.2
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	14	B-27	PSL	CRANE	TEXAS	1206	645.2
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	15	B-27	PSL	CRANE	TEXAS	1207	645.2
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	E/2	1	B-28	PSL	CRANE	TEXAS	1278	324.5
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	E/2	10	B-28	PSL	CRANE	TEXAS	1279	324.5

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	E/2	11	B-28	PSL	CRANE	TEXAS	1280	324.8

GRAND TOTAL 65,020.018

EXHIBIT B

The Surface Disturbance Fee for new surface disturbance associated with Covered Activities within 30 meters and 200 meters from actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors will be calculated using the following scales. The scales also apply to third parties doing work for the Participant either on or off the Participant's Enrolled Lands, regardless of who constructs or operates the associated facilities. The likelihood of DSL occurrence is determined by the location of the activity being developed in relation to the areas identified in Figure 1. These fees may be adjusted in accordance with Section VIII of the CI.

1) New Well Location Fees[1]

Likelihood of DSL Occurrence	Surface Disturbance Fee
Very High (Dark Green)	$35,000 /location
High (Light Green)	$28,000 /location
Low (Orange)	$21,000 /location
Very Low (Red)	$14,000 /location

[1] Includes well pad and associated access road.

2) New Surface Development Fees

For other new surface disturbances within 30 meters and 200 meters from actual occupied habitat, habitat that is unoccupied but contains structurally suitable elements, or dispersal habitat within shinnery oak corridors, but not directly attributable to a new well pad[2] and associated road, the Surface disturbance fee will be based on the following scale:

Likelihood of Occurrence	Surface Disturbance Fee
Very High (Dark Green)	$8,750 /acre
High (Light Green)	$7,000 /acre
Low (Orange)	$5,250 /acre
Very Low (Red)	$3,500 /acre

[2] Co-located wells that require an increase in the size of the existing pad will be assessed by new acres disturbed.

Note: All acreage calculation will be rounded up to the next whole acre.

New operations on previously disturbed land (*e.g.*, co-located new well on an existing pad or new pipeline in an existing corridor, etc.) will incur no additional Surface Disturbance Fee,

unless the area to be redisturbed has been reseeded and/or reclaimed as part of reclamation. Fees will also be assessed for any new acreage disturbed.

The disturbed area will be calculated as described in Section V of the CI. Should the Participant disagree with the estimate of the area disturbed, it has the right to challenge the estimate and provide supporting data. The Qualified Third Party Contractor and the Permit Holder will have the responsibility for the final determination of the area disturbed.

3) Fees associated with new seismic data acquisition

Likelihood of Occurrence	3D Survey Disturbance Fee	2D Survey Disturbance Fee
Very High (Dark Green)	$ 17.50/acre	$ 350/linear mile*
High (Light Green)	$ 14.00/acre	$ 280/linear mile*
Low (Orange)	$ 10.50/acre	$ 210/linear mile*
Very Low (Red)	$ 7.00/acre	$ 140/linear mile*

*or any fraction thereof

The acquisition of seismic data on Enrolled Lands may also disturb the surface of other land not enrolled in this CI. The Surface Disturbance Fee calculated for seismic activity includes disturbances occurring on both enrolled and non-enrolled land.

Routine Production Operations

Routine production operations are not considered new surface development and will not create the obligation to pay a Surface Disturbance Fee. Routine production operations are those which do not require an agency permit or approval, and those operations that require an agency approval but do not disturb the surface.

EXHIBIT C

In the event that the Enrollment Fee and/or the Surface Disturbance Fees are adjusted either for inflation ("Inflation Adjustments") or for increased costs associated with administering the TCP or an increase or decrease in the market price of Mitigation Credits and/or Recovery Awards ("Cost Adjustments"), the following formulas mathematically reflect how such adjustments must be calculated. The Surface Disturbance Fees for Year "Y_1" will be the fees reflected on Exhibit B of this CI. The Enrollment Fee for Year "Y_1" will be $4.

Inflation Adjustment for Y_n = Base Fee for Y_1 x ((PPI for Y_n – PPI for Y_1) / PPI for Y_1)

Cost Adjustment for Y_n ≤((Inflation Adjustment for Y_n + Base Fee for Y_1) x 0.1

Adjusted Fee for Y_n ≤Inflation Adjustment for Y_n + Cost Adjustment for Y_n + Base Fee for Y_1

Below is an example of how to calculate Inflation Adjustments to Well Location Fees in Dark Green Habitat over a three-year period. The example also identifies the maximum Cost Adjustment that can be assessed during this time.

Assumptions

Well Location Fee (Y_1):	$35,000
Year 2 Percent Change from Y_1 in PPI for Construction (partial):	2.5%
Year 3 Percent Change from Y_1 in PPI for Construction (partial):	2.4%
Year 4 Percent Change from Y_1 in PPI for Construction (partial):	4%

Year 2

Y2 Inflation Adjustment: $35,000 x 0.025 = $875.00
Y2 Maximum Cost Adjustment: ($35,000 + $875) x 0.1 = $3587.50
Y2 Maximum Adjusted Well Location Fee: $875 + $3587.50 + $35,000 = $39,462.50

Year 3

Y3 Inflation Adjustment: $35,000 x 0.024 = $840.00
Y3 Maximum Cost Adjustment: ($35,000 + $840) x 0.1 = $3584.00
Y3 Maximum Adjusted Well Location Fee: $840 + $3584 + $35,000 = $38,584.00

Year 4

Y4 Inflation Adjustment: $35,000 x 0.04 = $1400.00
Y4 Maximum Cost Adjustment: ($35,000 + $1400) x 0.1 = $3640.00
Y4 Maximum Adjusted Well Location Fee: $1400 + $3640 + $35,000 = $40,040.00

Tom Sellers, Manager
State Government Affairs
ConocoPhillips
1122 Colorado St., Suite 2323
Austin, Texas 78701
(512) 477-8100
(512) 477-8165 Fax

April 24, 2012

Texas Habitat Conservation Foundation
c/o Mr. Rob Looney
304 W. 13th Street
Austin, TX 78701

Dear Rob:

Subject: Certificate of Inclusion under the Candidate Conservation Agreement with Assurances Component of the Texas Conservation Plan for the Dunes Sagebrush Lizard

Attached please find a revised Exhibit "A" adding an additional 31,427.560 acres to be included in the Certificate of Inclusion for ConocoPhillips Company (COP) acreage in the Sand Dune Lizard habitat in Texas.

This is in addition to the 65,020.018 acres submitted on our Exhibit "A" on April 23, 2012 for a total acreage of 96,447.578.

Please feel free to contact me if you have any questions or comments.

Regards,

Tom Sellers

Tom Sellers

Attachment

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-101735 L-101736	S/2 SW/4	16	A-42	PSL	ANDREWS	TEXAS	861	80
L-229369 L-230961 L-230962 L-235391 L-239062	SW/4, N/2 SE/4	25	A-42	PSL	ANDREWS	TEXAS	1660	240
L-229369 L-230961 L-089366	LYING SOUTH AND ADJACENT TO SECTION 25	112	P	WA MEADOR	ANDREWS	TEXAS	1719	12.7
L-904232 L-904233	N/2 NE/4, N/2 SW/4	4	10	UNIVERSITY LANDS	ANDREWS	TEXAS		160
L-909144	SW/4	5	10	UNIVERSITY LANDS	ANDREWS	TEXAS		152.95
L-909139 L-909140	ALL	8	10	UNIVERSITY LANDS	ANDREWS	TEXAS		674.6
L-909137	NW/4 NE/4	17	10	UNIVERSITY LANDS	ANDREWS	TEXAS		42.02
L-914449 L-909138	ALL	18	10	UNIVERSITY LANDS	ANDREWS	TEXAS		672.5
L-909135 L-904192 L-904167	ALL	19	10	UNIVERSITY LANDS	ANDREWS	TEXAS		666.2
L-310289 L-904189	W/2	20	10	UNIVERSITY LANDS	ANDREWS	TEXAS		333.05
L-310291 L-310329 L-909142	S/2 SW/4	21	10	UNIVERSITY LANDS	ANDREWS	TEXAS		496.138
L-310330 L-904168 L-904188	W/2, E/2 NE/4	29	10	UNIVERSITY LANDS	ANDREWS	TEXAS		413.625
L-904234 L-904068 L-904166 L-904191	ALL	30	10	UNIVERSITY LANDS	ANDREWS	TEXAS		660.7
L-904067 L-342846 L-904190 L-904165	ALL	31	10	UNIVERSITY LANDS	ANDREWS	TEXAS		661.6
L-904066 L-904187 L-909932	ALL	32	10	UNIVERSITY LANDS	ANDREWS	TEXAS		661.45
L-302541	W2	33	10	UNIVERSITY LANDS	ANDREWS	TEXAS		330.75
L-909141 L-909136	ALL	34	10	UNIVERSITY LANDS	ANDREWS	TEXAS		661.5
L-909155 L-302044 L-909143	W/2	24	11	UNIVERSITY LANDS	ANDREWS	TEXAS		664.125

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-909129	SE/4 NE/4, SE/4 NW/4, W/2 NW/4, W/2 SW/4, N/2 SE/4	23	11	UNIVERSITY LANDS	ANDREWS	TEXAS		328.15
L-907825 L-907826	NE/4, S/2	22	11	UNIVERSITY LANDS	ANDREWS	TEXAS		499.5
L-916076	SE/4 NE/4	28	11	UNIVERSITY LANDS	ANDREWS	TEXAS		41.29
L-916073 L-907827 L-916074	ALL	27	11	UNIVERSITY LANDS	ANDREWS	TEXAS		660.8
L-916075	NW/4 NW/4	26	11	UNIVERSITY LANDS	ANDREWS	TEXAS		41.29
L-910258 L-904477 L-904065	NE/4, S/2	25	11	UNIVERSITY LANDS	ANDREWS	TEXAS		495.35
L-904235 L-910257 L-910256	N/2, SE/4	36	11	UNIVERSITY LANDS	ANDREWS	TEXAS		496.16
L-909532	NE/4, S/2	34	11	UNIVERSITY LANDS	ANDREWS	TEXAS		170.75
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	28	43, T-4-S	T&P RR CO	CRANE	TEXAS	1202	656
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL, EXCLUDING N/2 SW/4, AND NW/4 SE/4	21	B-20	PSL	CRANE	TEXAS	1239 1240	536.4
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	7	B-21	PSL	CRANE	TEXAS	1241 1242	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	11	B-21	PSL	CRANE	TEXAS	1243	640

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	12	B-21	PSL	CRANE	TEXAS	1244	647.69
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	13	B-21	PSL	CRANE	TEXAS	1245	646.98
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	14	B-21	PSL	CRANE	TEXAS	1246 1247	646.29
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	15	B-21	PSL	CRANE	TEXAS	1248 1249	645.58
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	16	B-21	PSL	CRANE	TEXAS	1250 1251	646.07
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	17	B-21	PSL	CRANE	TEXAS	1252 1253	646.52
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	18	B-21	PSL	CRANE	TEXAS	1254	640

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	19	B-21	PSL	CRANE	TEXAS	1255	648.2
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	20	B-21	PSL	CRANE	TEXAS	1256	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	21	B-21	PSL	CRANE	TEXAS	1257	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	22	B-21	PSL	CRANE	TEXAS	1258	648.73
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	23	B-21	PSL	CRANE	TEXAS	1205	648.02
M-10072 M-13407 M-13408 M-13409 M-13415	ALL	24	B-21	PSL	CRANE	TEXAS	1259	647.32
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	25	B-21	PSL	CRANE	TEXAS	1260 1261	646.61

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13390 M-13407 M-13408 M-13415	ALL	7	B-23	PSL	CRANE	TEXAS	1153	635.86
L-400029 M-10072 M-13390 M-13407 M-13415	ALL	8	B-23	PSL	CRANE	TEXAS	1154	640.77
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	9	B-23	PSL	CRANE	TEXAS	1155	640.74
L-400029 M-10072 M-13390 M-13409 M-13415	ALL	10	B-23	PSL	CRANE	TEXAS	1156	640
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	11	B-23	PSL	CRANE	TEXAS	1157	640
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	13	B-23	PSL	CRANE	TEXAS	1161 207	720.74
L-400029 M-10072 M-13407 M-13409 M-13415	ALL	14	B-23	PSL	CRANE	TEXAS	1159	640.9
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	15	B-23	PSL	CRANE	TEXAS	1160	640.71

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	16	B-23	PSL	CRANE	TEXAS	1161	640.71
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	17	B-23	PSL	CRANE	TEXAS	1162	560.85
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	18	B-23	PSL	CRANE	TEXAS	1163	639.16
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	1	B-24	PSL	CRANE	TEXAS	1164	725.03
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	2	B-24	PSL	CRANE	TEXAS	1165	644.1
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	3	B-24	PSL	CRANE	TEXAS	1166	730.9
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	4	B-24	PSL	CRANE	TEXAS	1167	747.61

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	5	B-24	PSL	CRANE	TEXAS	1168	644.1
L-400029 M-10072 M-13390 M-13409 M-13415	ALL	6	B-24	PSL	CRANE	TEXAS	1169	644.1
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	7	B-24	PSL	CRANE	TEXAS	1170	643.5
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	11	B-24	PSL	CRANE	TEXAS	1171	666.8
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	2	B-25	PSL	CRANE	TEXAS	1172	645.84
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	3	B-25	PSL	CRANE	TEXAS	1173	646.32
L-400029 M-10072 M-13390	ALL	4	B-25	PSL	CRANE	TEXAS	1174	646
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415 M-65939	ALL	5	B-25	PSL	CRANE	TEXAS	1175	647.26

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	7	B-25	PSL	CRANE	TEXAS	1176	640
L-400029 M-10072 M-13390 M-13407 M-13415	ALL	8	B-25	PSL	CRANE	TEXAS	1177	647.11
L-400029 M-10072 M-13390	ALL	9	B-25	PSL	CRANE	TEXAS	1178	646.64
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	10	B-25	PSL	CRANE	TEXAS	1179	646.16
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	11	B-25	PSL	CRANE	TEXAS	1180	645.69
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	12	B-25	PSL	CRANE	TEXAS	1181	645.22
L-400029 M-10072 M-13390	ALL	13	B-25	PSL	CRANE	TEXAS	1182	645.08
L-400029 M-10072 M-13390	ALL	14	B-25	PSL	CRANE	TEXAS	1183	645.56
L-400029 M-10072 M-13390	ALL	15	B-25	PSL	CRANE	TEXAS	1184	646.03
L-400029 M-10072 M-13390	ALL	16	B-25	PSL	CRANE	TEXAS	1185	646.5

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	17	B-25	PSL	CRANE	TEXAS	1186	646.97
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	18	B-25	PSL	CRANE	TEXAS	1187	640
L-400029 M-10072 M-13390 M-13407 M-13409	ALL	19	B-25	PSL	CRANE	TEXAS	1188	640
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	S/2	20	B-25	PSL	CRANE	TEXAS	1189	323.44
L-400029 M-10072 M-13390	ALL	21	B-25	PSL	CRANE	TEXAS	1190	646.36
L-400029 M-10072 M-13390	ALL	22	B-25	PSL	CRANE	TEXAS	1191	645.89
L-400029 M-10072 M-13390	N/2	23	B-25	PSL	CRANE	TEXAS	1192	322.6
L-400029 M-10072 M-13390	ALL	24	B-25	PSL	CRANE	TEXAS	1193	644.95
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	25	B-25	PSL	CRANE	TEXAS	1194	667.92
L-400029 M-10072 M-13390	ALL	26	B-25	PSL	CRANE	TEXAS	1195 1196	668.43

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13390	ALL	27	B-25	PSL	CRANE	TEXAS	1197	668.86
L-400029 M-10072 M-13390 M-13408	ALL	28	B-25	PSL	CRANE	TEXAS	1198	662
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	29	B-25	PSL	CRANE	TEXAS	1199	662
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	13	B-26	PSL	CRANE	TEXAS	1200	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	15	B-26	PSL	CRANE	TEXAS	1262	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	16	B-26	PSL	CRANE	TEXAS	1263	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	17	B-26	PSL	CRANE	TEXAS	1264	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	18	B-26	PSL	CRANE	TEXAS	1265	640

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	19	B-26	PSL	CRANE	TEXAS	1266	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	20	B-26	PSL	CRANE	TEXAS	1267	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	21	B-26	PSL	CRANE	TEXAS	1268	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	22	B-26	PSL	CRANE	TEXAS	1269	640
L-400029 M-10072 M-13390 M-13407 M-13409 M-13415	ALL	24	B-26	PSL	CRANE	TEXAS	1201	640
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	27	B-26	PSL	CRANE	TEXAS	1270	640
L-400029 M-13407 M-13408 M-13415	ALL	28	B-26	PSL	CRANE	TEXAS	1271	662
L-400029 M-10072 M-13407 M-13408 M-13409	ALL	29	B-26	PSL	CRANE	TEXAS	1272	640

EXHIBIT "A"
PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13407 M-13408 M-13409	ALL	30	B-26	PSL	CRANE	TEXAS	1273	640
L-400029 M-10072 M-13407 M-13415	ALL	4	B-27	PSL	CRANE	TEXAS	1274	645.2
L-400029 M-10072 M-13407 M-13415	ALL	5	B-27	PSL	CRANE	TEXAS	1275	645.2
L-400029 M-10072 M-13407 M-13415	ALL	6	B-27	PSL	CRANE	TEXAS	1276	645.2
L-400029 M-10072 M-13407 M-13408 M-13415	ALL	7	B-27	PSL	CRANE	TEXAS	1277	645.2
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	14	B-27	PSL	CRANE	TEXAS	1206	645.2
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	ALL	15	B-27	PSL	CRANE	TEXAS	1207	645.2
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	E/2	1	B-28	PSL	CRANE	TEXAS	1278	324.5
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	E/2	10	B-28	PSL	CRANE	TEXAS	1279	324.5

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PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
L-400029 M-10072 M-13407 M-13408 M-13409 M-13415	E/2	11	B-28	PSL	CRANE	TEXAS	1280	324.8
M-10088	ALL	17	A-56	PSL	WINKLER	TEXAS	1614	640.88
M-10088	ALL	18	A-56	PSL	WINKLER	TEXAS	1615	640
M-10088	ALL	19	A-56	PSL	WINKLER	TEXAS	1616	640
M-10088	ALL	20	A-56	PSL	WINKLER	TEXAS	1617	640.84
M-10088	ALL	21	A-56	PSL	WINKLER	TEXAS	1618	640.84
M-10088	ALL	22	A-56	PSL	WINKLER	TEXAS	1619	640.84
M-10088	ALL	23	A-56	PSL	WINKLER	TEXAS	1620	606.1
M-10088	ALL	24	A-56	PSL	WINKLER	TEXAS	1621	640.84
M-10088	N 7/8	13	A-57	PSL	WINKLER	TEXAS	1622	560
M-10088	ALL	14	A-57	PSL	WINKLER	TEXAS	1623	640
M-10088	ALL	17	A-57	PSL	WINKLER	TEXAS	1625	640
M-10088	W 3/4	18	A-57	PSL	WINKLER	TEXAS	1626	480
M-10088	ALL	19	A-57	PSL	WINKLER	TEXAS	1627	640
M-10088	ALL	20	A-57	PSL	WINKLER	TEXAS	1628	640
M-10088	ALL	21	A-57	PSL	WINKLER	TEXAS	1629	640
M-10088	ALL	22	A-57	PSL	WINKLER	TEXAS	1630	640
M-10088	ALL	23	A-57	PSL	WINKLER	TEXAS	1631	640
M-10088	E/2	24	A-57	PSL	WINKLER	TEXAS	1632	320
M-10088	ALL	25	A-57	PSL	WINKLER	TEXAS	1633	640
M-10088	ALL	26	A-57	PSL	WINKLER	TEXAS	1634	640
M-11274	N/2	29	A-57	PSL	WINKLER	TEXAS	1906	321.12
M-10088	ALL	1		HENRY E CUMMINGS	WINKLER	TEXAS	1679	560.3
M-10088	ALL	1	B-1	PSL	WINKLER	TEXAS	1635	640
M-10088	ALL	2	B-1	PSL	WINKLER	TEXAS	1636	640
M-10088	ALL	3	B-1	PSL	WINKLER	TEXAS	1637	640
M-10088	ALL	4	B-1	PSL	WINKLER	TEXAS	1638	297
M-10088	ALL	5	B-1	PSL	WINKLER	TEXAS	1639	261
M-10088	E/2, SW/4, S/2 NW/4	7	B-1	PSL	WINKLER	TEXAS	1640	560
M-10088	ALL	88		BARBARA WALL	WINKLER	TEXAS	1678	640
M-10088	ALL	8	77	PSL	WINKLER	TEXAS	1674	640
M-10088	ALL	7	77	PSL	WINKLER	TEXAS	1673	640
M-10088	ALL	6	77	PSL	WINKLER	TEXAS	1672	640.82
M-10088	N/2, SE/4	5	77	PSL	WINKLER	TEXAS	1671	480
M-10088	N/2	4	77	PSL	WINKLER	TEXAS	1670	320.4
M-10088	S/2 SE/4	14	77	PSL	WINKLER	TEXAS	1954	80.1
M-10088	ALL	13	77	PSL	WINKLER	TEXAS	1949	160.2
M-10088	ALL	13	77	PSL	WINKLER	TEXAS	1676	480.58
M-10088	W 5/8, E 3/8	11	B-2	PSL	WINKLER	TEXAS	1642 1822	647.23
M-10088	E 5/8	12	B-2	PSL	WINKLER	TEXAS	1643	403.1

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PROPERTY INTEREST OF PARTICIPANT

COPC LEASE / MINERAL NUMBER	QTR/QTR	SECTION	BLOCK	SURVEY	COUNTY	STATE	ABSTRACT	GROSS ACRES
M-10088 M-11052 R-02878	ALL	15	B-2	PSL	WINKLER	TEXAS	1721 1941	643.3
M-10088	E 5/8	19	B-2	PSL	WINKLER	TEXAS	1649	402.47
M-10088	ALL	20	B-2	PSL	WINKLER	TEXAS	1650	820.72
M-10088	ALL	21	B-2	PSL	WINKLER	TEXAS	1651	794.23
M-10088	ALL	22	B-2	PSL	WINKLER	TEXAS	1652	643.59
M-12193 M-10088	ALL	23	B-2	PSL	WINKLER	TEXAS	1653	643.52
M-10088	MIDDLE	24	B-2	PSL	WINKLER	TEXAS	1654	160
M-11152	N/2	25	B-2	PSL	WINKLER	TEXAS	1284	320.93
M-10088	ALL	28	B-2	PSL	WINKLER	TEXAS	1655	643.52
M-12193 M-10088	ALL	29	B-2	PSL	WINKLER	TEXAS	1656	643.59
M-10088	E/2 SW/4, E/2	30	B-2	PSL	WINKLER	TEXAS	1657	687.69
M-12193 M-10088	ALL	1	B-6	PSL	WINKLER	TEXAS	1661	794.23
M-12193 M-10088	ALL	2	B-6	PSL	WINKLER	TEXAS	1662	640.48
M-10088	ALL	4	B-6	PSL	WINKLER	TEXAS	1664	653.37
M-10088	N/4	7	B-6	PSL	WINKLER	TEXAS	1665	160.84
M-10088	N/4	8	B-6	PSL	WINKLER	TEXAS	1666	161.41
M-12193 M-10088	ALL	9	B-6	PSL	WINKLER	TEXAS	1667	640.48
M-10088	ALL	10	B-6	PSL	WINKLER	TEXAS	1668	711

GRAND TOTAL 96,447.578