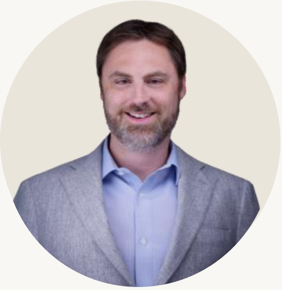
OLIVA GIBBS LLP

OG Energy Education Series

NO JOA, NO SECONDARY TERM!

THE ANADARKO WASHOUT & ADVERSE POSSESSION



Speaker:

Brad Gibbs

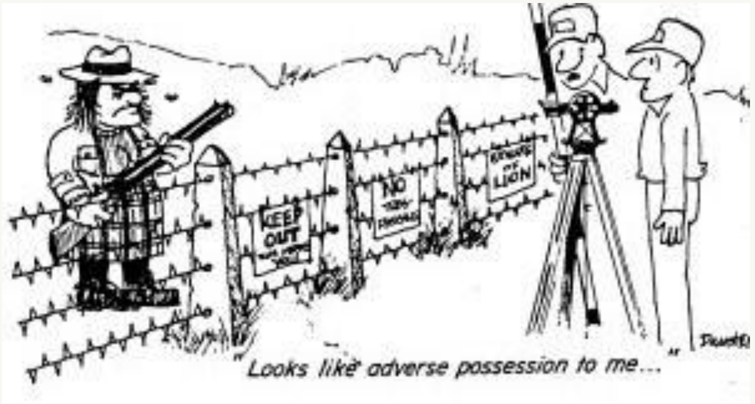
Partner | Houston

Introduction and Overview

- Recently, the Texas Eighth Court of Appeals (El Paso) has issued two decisions affecting the termination of a lessee's lease in the absence of a JOA where the lessee held a non-operated interest.
- These decisions create a seemingly high bar for what a non-op lessee must do to keep their leases alive and what it means to "cause" production.
- The Seventh Court of Appeals (Amarillo) has also issued an interesting decision concerning adverse possession of a non-op.
- We will review these cases, the petitions to the Texas Supreme Court, and how these issues might be avoided in the future.

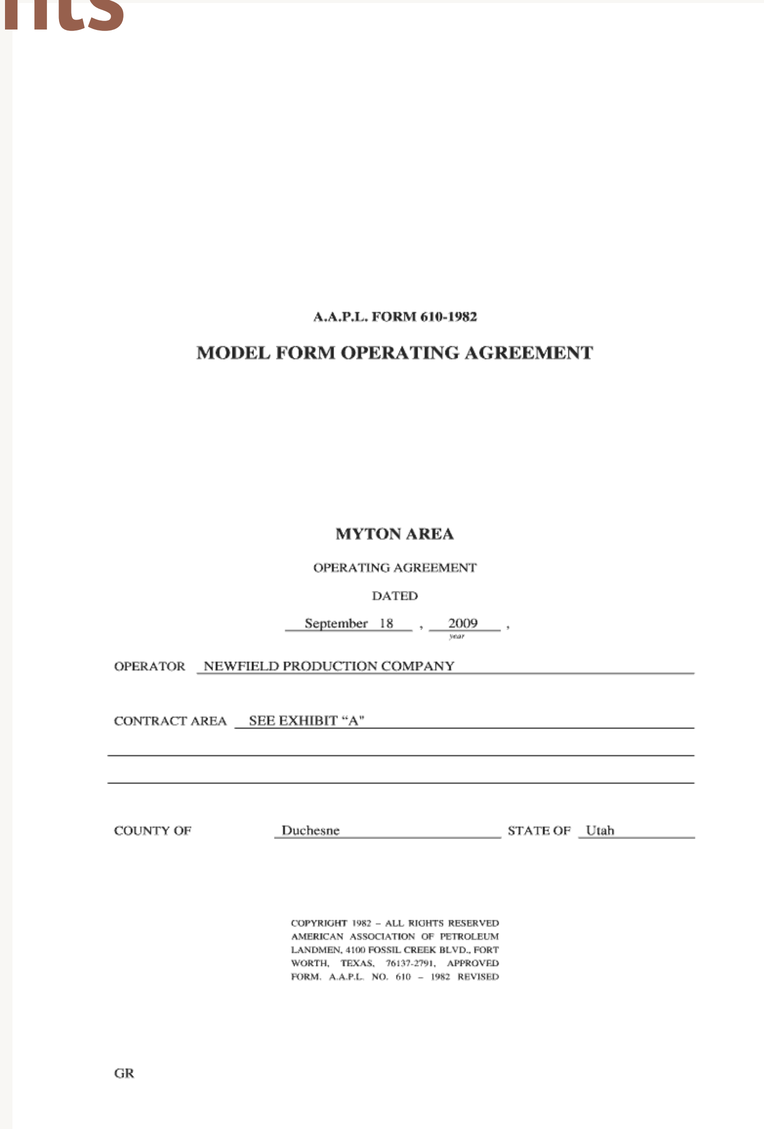
Topics for Discussion

- What needs to be done to keep a lease alive as a non-op working interest owner?
- Is sharing in the costs, risks, and liabilities of exploration and production enough?
- Who must produce?
- Can a non-op working interest be adversely possessed?



Definitions: Joint Operating Agreements

- Lessees join together and designate one to act as operator and conduct drilling operations. Helpful because it prevents joint and several liability
- Includes an agreement to share in the expense of development and should describe the proportionate costs and liabilities to be shared by the parties
- If a lessee joins a joint operating agreement with a cotenant engaged in production, that agreement fulfills the lessee's requirement to cause production and perpetuate the lease.
- The other lessee(s) are the non-operated (non-op) interests.
- JOAs were – in essence - created to avoid or contract around the default principles of cotenancy, mining partnerships, and joint ventures.


A.A.P.L. FORM 610-1982

MODEL FORM OPERATING AGREEMENT

MYTON AREA

OPERATING AGREEMENT

DATED

September 18 , 2009 ,
year

OPERATOR NEWFIELD PRODUCTION COMPANY

CONTRACT AREA SEE EXHIBIT "A"

COUNTY OF Duchesne STATE OF Utah

COPYRIGHT 1982 – ALL RIGHTS RESERVED AMERICAN ASSOCIATION OF PETROLEUM LANDMEN, 4100 FOSSIL CREEK BLVD., FORT WORTH, TEXAS, 76137-2791, APPROVED FORM. A.A.P.L. NO. 610 – 1982 REVISED

GR

Framework for Discussion: Texas Co-Tenancy

- Many states have a robust compulsory pooling scheme, which acts as a default operating agreement.
  - They provide terms related to risk penalties, consent balloting, joint and several liability, a deemed royalty for unleased interests, etc.
  - Thus, you might see operations being conducted in the *absence* of a JOA.
- Texas does not have a robust compulsory pooling scheme, and thus the law of co-tenancy dictates the relationship between parties.
  - In other words, the common law of co-tenancy could be viewed as a “default” operating agreement, arising from the common law.
  - Similar to the law of intestacy creating a “default” will.

Framework for Discussion: Texas Co-Tenancy

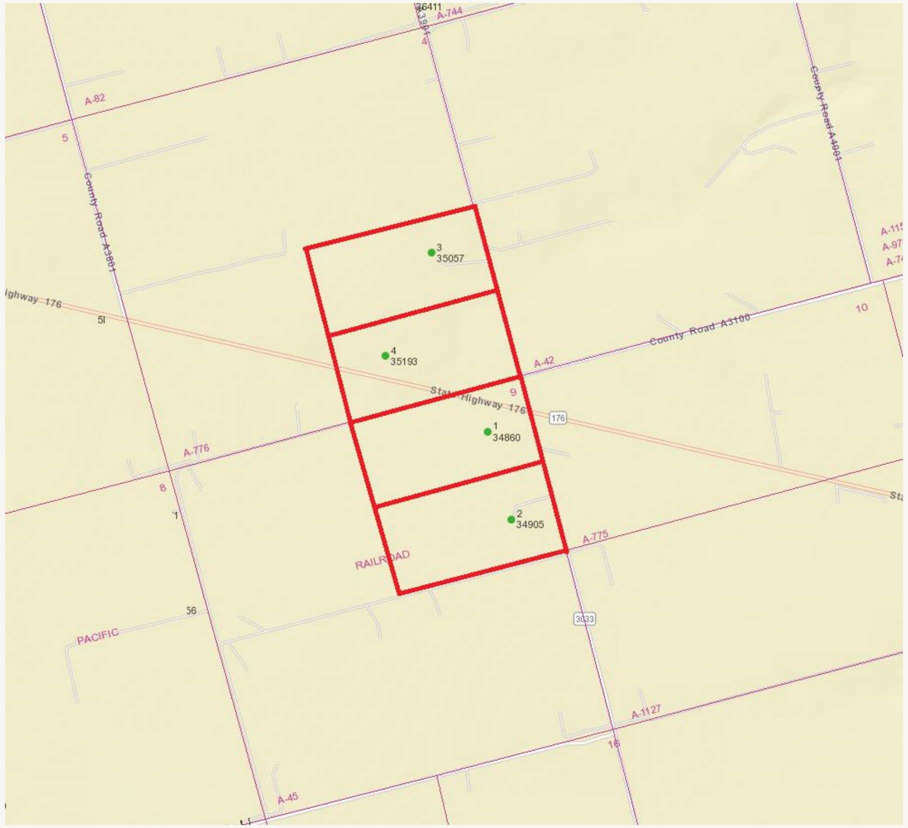
- **General Rule** – Any cotenant is entitled to lease or produce without the consent of the others. However, the producing cotenant ***must account*** to the nonconsenting cotenant.
- A nonconsenting cotenant may be charged with his share of all reasonably necessary costs of production, including lifting, drilling, and development costs. Carried until payout (no risk penalty).
  - Hot Take: Could this mean that a nonconsenting cotenant is at least "indirectly" sharing in the cost of drilling and equipping the well even though they aren't technically "participating"?

Framework for Discussion: Texas Co-Tenancy

- An oil and gas lease is a contract and a conveyance (FSDWPOR). Therefore, the lessee of a fractional mineral interest "steps into the shoes" of a cotenant. *Willson v. Superior Oil Co. (1954).*
  - Each cotenant may enter upon the premises for the purpose of exploring for oil and gas and may drill and develop the premises. *In the absence of a joint agreement*, upon discovery of oil and gas, the producing cotenant must account to the non-consenting or non-producing cotenant for his pro rata share of the net profits. *See Willson.*
  - Does "in the absence of a [JOA]" mean that co-tenancy may create a "common law" or "substitute" JOA?
  - Could the non-op lessee get to take advantage of the "common law" or "default" JOA concept for lease maintenance purposes?

Framework for Discussion: Retained Acreage Cases

- Legal Maxim: "Equity abhors a forfeiture."
- Courts have been very strict about special limitations that eliminate even a *portion* of a lease, much less the entire lease. *See, e.g., Chesapeake Exploration, LLC v. Energen Res. Corp.; Apache Deepwater, LLC v. Double Eagle Dev., LLC*.
- Special limitations should include "clear, precise, and unequivocal" language. *Endeavor Energy Resources v. Discovery Operating; Anadarko Petroleum v. Thompson*.
- Comes up in the context of "rolling" vs. "snapshot" terminations in continuous development clauses.



Framework for Discussion: Has Texas Taken an Anti-Washout Stance?

- The Texas Legislature has recently rebuked the washout of certain oil and gas interests.
- Effective September 1, 2023, Tex. Prop. Code § 31.001, *et seq*. creates a cause of action for the **bad faith** washout of overriding royalty interests. However, no such protection currently exists for the washout of a working interest, whether or not in "bad faith."
- Under Tex. Prop. Code § 31.001, "**bad faith**" is defined as "the conscious taking of action for the purpose of washing out all or part of an overriding royalty interest." "Washout" means the "[intentional] elimination or reduction of an overriding royalty interest in an oil and gas lease by the forfeiture or surrender of the oil and gas lease . . . and the subsequent reacquisition of a lease . . ."
- Hot Take: Are Anadarko Washouts in bad faith?

Definitions: Habendum Clause

- Defines the duration of an oil and gas lease.
- Contains primary and secondary terms.
    - Primary: usually three or five years.
    - Secondary: could be a few years or generations.
- Secondary term is at issue in Cimarex and Cromwell.
    - “for so long as oil or gas is produced in paying quantities”.

Types of Habendum Clauses

- "Passive" Habendum Clause – secondary term lasts "as long thereafter as oil and gas **is produced**." Nonrestrictive as to agent.
- "Active" Habendum Clause – secondary term lasts "as long thereafter as oil and gas is produced **by the lessee**." Restrictive as to agent.
- Hot Takes:
  - If a JOA is sufficient to satisfy this requirement, might passively contributing to a well by being carried until payout as a cotenant with no JOA (or a "default JOA") also be enough?
  - Perhaps you can distinguish a "default" JOA under co-tenancy, and a "constructive" JOA or finding for a "co-tenancy plus" agreement where there is none (see cases).
  - Under an absurdly strict or pro-forfeiture reading of an active habendum clause, is signing a JOA even enough? Is it drill or die?

Recent Texas Cases

- *Cimarex Energy Co. v. Anadarko Petro Corp.* 574 S.W.3d 73 (Tex. App.—El Paso 2019, pet. denied).
- *Cromwell v. [Anadarko E&P] Onshore*, 676 S.W.3d 860 (Tex. App.—El Paso 2023, pet. filed).
  - Petition for Review filed on December 13, 2023. Pending.
- *PBEX II, LLC v. Dorchester Minerals, L.P.*, 670 S.W.3d 374 (Tex. App. —Amarillo 2023, pet. filed).
  - Petition for Review filed on August 11, 2023. Pending.

Cimarex Energy Co. v. Anadarko Petro Corp.

- **Facts:** Cimarex leased 1/6th of 440 acres and Anadarko leased the remaining 5/6ths. The two were cotenants who held separate oil and gas leases on the same property. Anadarko refused Cimarex's request to participate in the wells and sign a JOA. Anadarko then drilled two wells on the property, which each paid out during Cimarex's primary term.

- Cimarex then sued Anadarko for accounting, resulting in a settlement agreement. Still, there was no operating agreement between the parties. Finally, once Cimarex's primary term expired, Anadarko stopped paying Cimarex and took a "top lease" on Cimarex's mineral interest.

- Cimarex sued again, alleging a breach of settlement agreement. The trial court held that Cimarex's lease expired, and Cimarex appealed the decision.

Cimarex (cont.)

- **Cimarex's Habendum Clause:** Primary term of five years, and "as long thereafter as oil or gas *is produced* from said land or from land with which said land is pooled." (Passive/Non-Restrictive).
- **Anadarko's Argument**: Cimarex had to actually drill or operate a well. Cimarex was unable to passively rely on Anadarko's development to perpetuate its lease without an operating agreement.
- **Cimarex's Argument**: It did not have to directly cause production on the property to perpetuate the lease, and it *can* rely on Anadarko's production. Production is production.
  - Also, the prior settlement agreement is an operating agreement "proxy."

Cimarex Energy (Cont.) – El Paso COA Decision

- COA held that despite the "passive" voice of the habendum clause, Cimarex was required to take some action to cause production.
  - The court held that Cimarex could not rely on a cotenant's production to keep its lease alive without a JOA.
- The court did not care that Cimarex had made repeated attempts to enter into a JOA with Anadarko. Without a JOA they were merely cotenants who owed no duty to one another.
  - Cimarex "knowingly took the risk" another cotenant might refuse an operating agreement.
  - Court also rejected the idea of an implied or constructive JOA.

Cimarex Energy (Cont.) – Aftermath

- Cimarex was a shot across the bow for non-ops.
  - Scrambling to make sure they *actually signed* that JOA.
  - Seemed to set the stage for a well-capitalized operator to force out its non-op cotenants by refusing to sign a JOA.
  - The "**Anadarko Washout**" seems ripe for bad faith abuse by well-capitalized operators. But hasn't the Texas Legislature taken a stance against bad faith washouts?
- Supreme court denied a petition for review, tacitly endorsing the *Cimarex* decision.
- Some commentators questioned whether *Cimarex* had been decided correctly. *See, e.g., Turn Around Don't Drown: A New Generation of Oil and Gas Lease "Washouts" in Texas and How to Avoid Them* – Brandon Durrett.

Cromwell v. [Anadarko] Onshore – El Paso COA Doubles Down

- **Facts:** Onshore (Anadarko) owned substantial working interests under multiple sections of land, and circulated JOAs among various working interest owners. Cromwell also acquired two leases in the contract area that had not been made subject to the JOAs. Each had a "passive" habendum clause reading "so long thereafter as oil and gas **is produced** from said land". Anadarko never responded when asked multiple times by Cromwell to execute a JOA.

- Anadarko drilled three producing wells on Cromwell's leases, which paid out in August 2009. After these wells paid out, Cromwell was presented with JIBs reflecting the share of operating expenses chargeable to his working interest. Sometimes Cromwell paid Anadarko, other times his operational costs were subtracted from his revenue check.

- Cromwell also received an AFE to replace a compressor referring to him as a "Working Interest Owner". Cromwell paid has share but Anadarko later claimed these various activities were "conducted in error."

Cromwell v. [Anadarko] Onshore – El Paso COA Doubles Down

- **More Facts:** The primary terms of the Cromwell leases expired in February 2012 and March 2014. Anadarko continued sending Cromwell JIBs and cutting him revenue checks. It also continued communicating with Cromwell as if his leases were still effective.
  - For example, Anadarko sent Cromwell a letter about revenue netting in April 2014, referring to him as an "owner," and sent him a division order in October 2015, asking him to certify his ownership interest in production in several properties.
  - In 2016, it also listed Cromwell as a working interest owner on an exhibit to a joint operating agreement, and its internal records listed one of Cromwell's leases as "held by production."
  - Anadarko then claimed this was all a mistake, and Cromwell's leases expired at the end of their primary terms. Even then it continued to pay Cromwell.
  - In 2017, Anadarko took new leases (or top leases depending on who you ask).

Cromwell's Argument

- Production in paying quantities was achieved on the lease and that was all the lease required.
- Not only that, but this situation is different than *Cimarex* because Cromwell did exactly what Cimarex had not: participated in production by sharing costs, risks, and liability.
- Cromwell paid his proportionate share of various costs of the well, accepted Anadarko's proposal to fund a new compressor, paid for damages related to the well, reimbursed costs, and paid interest.
  - He would not have had to do any of this if he were a "nonparticipating" cotenant.
  - These activities, he argues, constitute "**constructive participation**" sufficient to perpetuate his lease and implied an operating agreement. Equitable/estoppel type argument.
  - The only thing he did not do is *actually sign* an operating agreement.

Anadarko's Argument

- Anadarko argued that the leases are indistinguishable from *Cimarex*. Cromwell must have "actually caused" the production of oil and gas to extend beyond the primary term.
- To "cause" production, a lessee must "do something" to bring about the production, For example it must drill wells itself, assign to someone else, pool the lease with others and benefit from their drilling, or enter a JOA with a drilling cotenant. *Hughes v. Cantwell*, 540 S.W.2d 742 (Tex. App--El Paso 1976, writ ref'd n.r.e.).
- Cromwell paid "**operating expenses**" incurred *after* production was obtained but did not share in the costs of "**drilling and completing**." These were not participating or "joint operating" expenses (because did not share risk of dry hole or marginal production).
- <u>Hot Take</u>: Distinction without a difference? Remember that Anadarko *refused* to circulate a JOA to sign. Did Cromwell knowingly take the risk that other tenants on the land might refuse to sign a JOA, forcing it to commence production on its own?

Cromwell Court Applies *Cimarex*

- **<u>Court</u>:** Cromwell's action was insufficient to maintain his leases under *Cimarex*. Cromwell was required to take some action to cause production to keep his leases alive. He was required to take some action *despite* passive voice in habendum clause.
- The court rejected "constructive" participation, and the leases expired at the end of the primary terms because Cromwell did not cause production of oil or gas on the leased land.
- The court stated that Cromwell's participation was substantially equivalent to Cimarex's.
- As in *Cimarex*, Cromwell's payments of invoiced costs did not amount to constructive participation such that it would perpetuate the lease.
    - Clearly the El Paso COA does not think that paying JIBs by itself is enough to maintain a lease.

"Constructive" Participation

- Cromwell's "constructive participation" argument falls on deaf ears.
  - His proportionate share of a producing wells' **operating** expenses are merely what is ordinarily owed by a nonparticipating cotenant.
    - Court is drawing a distinction between "participation" or sharing in risk (not owed by a cotenant), and "operating expenses" once a well is drilled and producing (owed by a cotenant).
  - Cromwell did not shoulder any risk or liabilities inherent in the operation of the well.
  - He paid JIBs, but these were not costs of *development*, but costs of *operations*. A producing cotenant is entitled to be reimbursed out of production if and when production results.
  - Just as Cimarex's payment for repair costs and equipment payments were not "constructive participation", neither were Cromwell's JIB'd costs.

"Working Interest Owner"

- Cromwell's "working interest owner" argument falls on deaf ears.
  - Anadarko referring to Cromwell as a "working interest owner" or "owner" in various communications did not change anything.
  - Cromwell's course-of-conduct argument cannot overcome the absence of a signed JOA.
  - Anadarko "mistakenly" treated Cromwell as if his leases had not expired for years after their primary terms expired by sending JIBs, revenue checks, accepting payments, etc., but that conduct apparently does not give rise to any sort of estoppel, ratification, or constructive JOA.
  - Court makes an offhand comment that special limitations (here the habendum clause) are not a forfeiture. Does not mention the "clear and unequivocal" part.

Cromwell's Petition for Review

- Termination clauses must be "clear, precise, and unequivocal."
  - *See Endeavor Energy Res., L.P. v. Discovery Operating, Inc.*
- The leases do not specifically say that Cromwell had to drill his own well to keep his leases alive.
- Termination should not be implied from a lease's purpose (explore o&g).
- Should not mean that lessee must personally drill and explore at all costs.
- Want to discourage lessees from cluttering acreage with their own wells, as a policy we should discourage waste.
- Lessee has *authority* to drill; not an *obligation* to drill.

Professor Kulander's Amicus Brief

- Express terms of the lease do not require production to be brought in by the lessee. Production is production.
- Cimarex did not participate, but Cromwell did by sharing in the costs, risks, and liabilities of production.
- Anadarko's own records show Cromwell as a working interest owner to a different JOA and showed Cromwell's leases as HBP.
    - These are the exact kind of activities that give rise to a Common Law mining partnership.
- If leasing parties wanted the lessee to produce, it would be easy to include production done "by the lessee" in the habendum clause.

Professor Kulander's Amicus Brief

- A Texas Oil and Gas Lease conveys a fee simple determinable interest in the property. Therefore, why should a lessee be treated differently than an unleased mineral cotenant.

- Consider the scenario where a mineral cotenant conveys a term mineral interest (not leasehold) for a term of years lasting five years and as long thereafter as production occurs on the captioned land.

    - If a third-party mineral cotenant or lessee then achieved production one year later, would the same rule promulgated by Cimarex apply and end the term interest in four years even though the requirement of production on the captioned land was clearly met?

Parting Thoughts on the Anadarko Washout

- Under the intent of most leases (to produce and sell oil and gas), whether restrictive or permissive, production on the lease *should* be enough.
- Hot Take: Co-tenancy creates a common law default operating agreement that provides for an accounting procedure, recoupment of costs, and to indirectly cause the drilling of a well by "farming out" your interest until payout. Covers just about everything but a risk penalty.
- Special limitations should not be broadly read into leases. Must be very clear.
  - If production must be expressly caused "by the lessee," is an operating agreement even enough?
  - Example of clear and unequivocal restrictive clause: "and as long thereafter as oil and gas is produced by the lessee, and if production is caused by anyone other than lessee, even under the terms of an operating agreement, then this lease shall not be extended into its secondary term."
    - Seems absurd unless you are trying to bar a particular operator (anti-Chesapeake clause).

Thoughts on the Anadarko Washout

- Not allowing for a default *or* constructive operating agreement sets the stage for bad faith working interest washouts. But beware relying on these holdings for now.
  - Anadarko collected JIBs then washed out the lease.
  - Well-capitalized operators can withhold operating agreements and non-ops have no recourse.
  - Common situation. Calls into question the validity of thousands of existing non-operated leases in Texas that were not allowed to participate in development operations. – *Durrett*.
- The solution seems to be that every operator must drill their own well.
  - Leads to overdrilling and inefficient production.
  - Runs afoul of the public policy towards preventing physical and economic waste maximizing production and protecting the correlative rights of lessees.
  - Oddly in *favor* of washouts and lease forfeiture for Texas courts.

Summary: Where do we stand in the wake of *Cimarex* and *Cromwell?*

- All eyes are on the Texas Supreme Court
- Forces every operator to drill its own well to maintain its leases if one party withholds an operating agreement. Does not prevent waste.
- The current law is ripe for abusive tactics. Anadarko flat refused to circulate a JOA.
- The habendum clause merely required production in paying quantities, which has occurred.
- Savvy mineral owner could collect royalty until payout, then cancel lease and fully participate (or collect a new bonus).

Avoiding the Anadarko Washout

- The El Paso Court has not recognized constructive operating through participating in costs, risks, and liabilities without a JOA.
- Gold Standard: Lessees will be better off making sure they **sign a valid operating agreement** before their primary term lapses to avoid their leases terminating.
- Amend your lease form to state that **any production** is sufficient to extend your lease (without regard to the party that caused production)
- Remember: Most states make forced pooling available, but not TX. Could this open the door in other states to refuse to force pool or circulate an operating agreement?

PBEX II, LLC v. Dorchester Minerals, L.P., 670 S.W.3d 374 (Tex. App. —Amarillo 2023, pet. filed).

- **Facts:** In 1983, **Felmont** Oil Company owned a 25% working interest in Midland County and signed a JOA with other working interest owners naming **Santa Fe** Minerals, Inc. as Operator. Two Wells began producing.
- 1989: **Torch** Oil & Gas succeeds to Felmont's non-op interest.
- May 1990: Torch *apparently* conveys its interest to SASI Minerals and Baytech, Inc. No assignment is recorded, but Santa Fe is "made aware" of this change.
- October 1990: Santa Fe Minerals (JOA operator) issues a new D/O confirming Torch's interest as 0%, and Torch signs it.
- SASI and Baytech's interest later vest in **Dorchester** Minerals.

PBEX v. Dorchester (continued)

- From May 1990 through September 2016 (26 years), Dorchester acts as a non-op under the JOA.
  - They paid their share of costs of production, shared revenues, paid royalties to lessors, and made elections under the JOA.
  - Torch did nothing to recover title between 1990 and 2016.
- June 2016: Torch (0%) purports to assign its interest to **PBEX** II, LLC.
  - Torch sends a letter to Dorchester stating that back in 1990 they had *mistakenly* notified Santa Fe that Torch assigned its leasehold to Dorchester's predecessors.
  - Dorchester refused to confirm the correction (obviously) and Torch sued.
  - Was PBEX a bona fide purchaser for value without notice?

PBEX v. Dorchester - Issue

- Issue: Whether, *regardless* of the existence of a valid conveyance in 1990, Dorchester adversely possessed the non-op working interest of Torch in the Subject Land.

- In finding Dorchester *had* divested Torch (and thus PBEX), the court looked to the so-called 25 Year Adverse Possession statute. Three primary questions:
  - Question 1: Can non-op interests be adversely possessed in Texas?
  - Question 2: What does it take to adversely possess a non-op interest?
  - Question 3: Does going "non-consent" interrupt continuous possession?

Definitions: Texas Adverse Possession (Elements)

- Actual, physical entry.
- Exclusive possession.
- Adverse (hostile) under claim of right
- Open and notorious possession.
- Continuous for the statutory period.
  - TX allows tacking.
  - Usually 10 years. Sometimes 3 years, 5 years, 25 years.

Can Non-Op Interests be Adversely Possessed?

- Torch argues that working interests aren't possessory interests in Texas, and thus are not subject to adverse possession.
  - Court disagrees stating that all working interests are possessory.
  - There is no distinction between operated or non-operated interests.

How Do You Adverse Possess a Working Interest?

- Actual visible appropriation of leasehold working interests.
- Visible appropriation is generally satisfied by oil and gas drilling and production.
- Although Dorchester *itself* never set foot on the property, the minerals were drilled and produced by the operator, which satisfies this requirement.
    - Apparently, an operator can adverse possess the interest of one non-op on behalf of another non-op. Adverse possession by proxy.

Does Going Non-Consent Disrupt Possession?

- Dorchester was at times non-consent in the operations on the Subject Land.
  - Court finds this does not interrupt "continuous possession."
  - Non-consent does not equal a relinquishment of title.
- Dorchester performed the functions of a WI Owner.
  - Paid costs, received revenue, paid royalties, made elections, paid taxes, etc.
  - They performed these functions for longer than the twenty-five years SOL.
  - Torch had ample time to bring up its claimed ownership but never did.

Justice Doss (Strong) Dissent

- Adverse possession should not apply.
  - Dorchester, as a non-operator, did not actually drill the wells and produce the minerals.
  - Even if this "appropriation by proxy" theory is sound, continuous possession was interrupted by multiple periods of non-consent between 1990 and 2016.
  - When a party goes non-consent, they are "deemed" to have relinquished their interest under a JOA until applicable costs and risk penalties are recovered.
- Note that this appears to be the first reported case in any jurisdiction applying adverse possession to a non-operated working interest.

Points of Interest in Dorchester

- If an operator can adverse possess a non-operating working interest on behalf of another non-op party, are there circumstances where the operator itself could adversely possess a non-operated interest?

- At what point would the law of cotenancy and the heightened requirements of cotenant ouster potentially apply?

  - Is the distinction here that one non-op is adversely possessing another non-op's claim to the same interest?

- Is this decision at its heart based on equitable principles such as unjust enrichment, detrimental reliance, and estoppel?

  - Perhaps this case will be ultimately relegated to its somewhat unusual facts.
  - Like the other cases we looked at today, beware relying on this precedent…FOR NOW!

Credit Info

- AAPL Component Code: **OG51524**.
  - Please download the AAPL Affidavit from the handouts section to claim **1 CEU credit.**

- Texas CLE Course Number: **174238865**.
  - This program has received Texas CLE course approval.

CEU-AAPL Continuing Education Credits

AAPL
Powering The Profession

AFFIDAVIT OF ATTENDANCE

NO JOA, No Secondary Term! The Anadarko Washout & Adverse Possession
TITLE OF EDUCATION PROGRAM

Oliva Gibbs LLP
PROGRAM SPONSOR

May 15, 2024 — Online
DATE OF PROGRAM — LOCATION

This program has been accredited for the following:

CEU and/or CEU Ethics and/or Non-Industry	CREDITS	CREDITS (Earned)	COMPONENT CODE
RL, RPL or CPL recertification credit(s) (CEU)	1.0		OG51524
CPL/ESA			
Ethics credit(s) (CEU Ethics)			
Non-Industry credit(s)			
Total Credits	1.0		

Number of credits accredited for 100% participation in this educational program.

Texas MCLE Course Accreditation

COURSE TITLE: No JOA, No Secondary Term! The Anadarko Washout & Adverse Po

COURSE DATE(S): 05/15/2024 TO 05/15/2024 COURSE LOCATIONS: Houston, TX
COURSE NO: 174238865 SPONSOR NO: A16172

NOTIFICATION OF ACCREDITATION OF CLE ACTIVITY

The above referenced CLE activity that your organization submitted for accreditation in Texas has been reviewed and ACCREDITED as follows:

	ACCREDITED CLE HOURS	ETHICS HOURS
MCLE AND STATE BAR COLLEGE	1.00	0.00

Credit Info (Cont.)

- Please complete the post-event survey after the program has ended.
- A follow up email will go out early next week with further credit information.

Speaker

Brad Gibbs

Special Thanks to Michael Streitmann – OG Law Clerk

Partner, Houston

p: 713.229.0360

e: bgibbs@oglawyers.com

Continuing land and legal education at your fingertips.

Scan the QR code to register for upcoming sessions of our OG Energy Education Series.

www.oglawyers.com/events