

TO: RAILROAD COMMISSION OF TEXAS
Attention: Oil & Gas Division
Administrative Compliance Section
P-5 Financial Assurance Unit
P.O. Box 12967
Austin, TX 78711-2967

Bond # _____

PERFORMANCE BOND

P-5PB
rev. 9/2021

WHEREAS, persons performing oil and gas operations within the jurisdiction of the Railroad Commission of Texas (Commission) are required to execute and file with the Commission a bond covering those operations pursuant to Texas Natural Resources Code §§ 91.103 and 91.104;

WHEREAS, persons required to file financial security pursuant to Texas Natural Resources Code §§ 91.103-91.104 may file an individual bond or blanket bond in an amount prescribed by Texas Natural Resources Code §§ 91.1041 or 91.1042 in satisfaction of the requirement to file financial security with the Commission;

WHEREAS, the Principal named below is the operator of certain Commission-regulated operations including but not limited to: (1) operations and permits listed on the Commission's Form P-5 (Organization Report) records; and/or (2) wells listed on the Commission's Oil and Gas Proration Schedule(s) and any additional wells that may be obtained prior to the expiration of this bond and carried on the Oil and Gas Proration Schedules;

WHEREAS, the Commission's Form P-5 (Organization Report) records and the Oil and Gas Proration Schedule(s) pertaining to the Principal are incorporated herein by reference as if fully set forth at length;

WHEREAS, the Principal desires to perform oil and gas operations and activities within the jurisdiction of the Commission, and which operations and activities must be carried on in full conformance with all state laws and Commission rules, including those laws and Commission rules, orders, and permits requiring operators to plug and abandon all wells and control, abate, and clean up pollution associated with an operator's oil and gas operations and activities; and

WHEREAS, Principal acknowledges and agrees that, due to amendments to the Texas Natural Resources Code, amendments to Commission Rules, and/or changes to the Principal's Commission-regulated operations, including without limitation the acquisition of additional wells, it may be required during the effective term of this bond to provide additional financial security beyond the face amount of this bond before its Form P-5 (Organization Report) will be accepted and approved.

NOW, THEREFORE:

We, _____ (operator's name exactly as shown on Form P-5 (Organization Report)), _____ (P-5 number) as Principal, and _____ as Surety, duly authorized and qualified to do business in the State of Texas, are held and firmly bound unto the State of Texas in the sum of _____ Dollars (\$ _____) payable at Austin, Travis County, Texas, and for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Principal and Surety are relieved of their obligation to pay the bond amount to the State if the Principal conducts its oil and gas operations and activities in accordance with state law and all permits, rules and orders of the Commission, and is in full compliance with the following requirements and conditions of this bond:

1. All inactive wells shall be maintained in compliance with Commission Statewide Rules 14 and 15 by: (a) plugging the wells or restoring the wells to beneficial use; and (b) preventing the pollution of any ground or surface water in the state or any uncontrolled escape of formation fluids from the strata in which they were originally located;
2. All active wells shall be maintained to prevent the pollution of any ground or surface water in the state or any uncontrolled escape of formation fluids from the strata in which they were originally located;
3. All oil and gas operations and activities shall be conducted in a manner that prevents pollution of any ground or surface water in the state; and
4. The Principal has maintained current operator status as reflected on the Commission's P-5 records.

In the event of Principal's failure to comply with the conditions and obligations of this bond, the Surety shall promptly remedy such non-compliance, in accordance with the laws of the state and permits, rules, and orders of the Commission, within 60 days of notice of non-compliance as follows:

1. If any well or other oil and gas operation or activity subject to this bond is likely to pollute or is polluting any ground or surface water or allowing uncontrolled escape of formation fluids from the strata in which they were originally located, the Surety shall expend funds up to the face amount of the bond to control, abate and clean up pollution and to prevent further escape of formation fluids.
2. If the Principal has failed to maintain current operator status as reflected on the Commission's P-5 Organization Report records, the Surety shall:
 - (a) Expend funds up to the face amount of the bond to properly plug the well or close any other operation or activity (Surety understands and agrees that plugging or closing operations must be completed once commenced without the expenditure of State Funds, including State Oil-Field Cleanup funds); or
 - (b) Pay liquidated damages. It is agreed by the parties that the actual damages which might be sustained by the Railroad Commission of Texas by reason of the failure to comply are uncertain and would be difficult of ascertainment, and it is further agreed that the amount of liquidated damages for onshore wells will be calculated by multiplying the total depth of the well by the average actual per-foot plugging costs for wells plugged by the Commission in the preceding state fiscal year for the Commission Oil and Gas Division district in which the well is located (if for any reason a district average is not available, then the state-wide average for the preceding fiscal year shall be used), up to the face amount of the bond, and that amount would be reasonable and just compensation for such failure to comply, and Surety hereby promises to pay and the Railroad Commission of Texas agrees to accept, at its office in Austin, Travis County, Texas such sum as liquidated damages, and not as a penalty, in the event of such failure to comply. It is further agreed by the parties that the amount of liquidated damages for bay and/or offshore wells will be the estimated cost of plugging each well, which will be the amount required in 16 Tex. Admin. Code § 3.78(g)(1)(A) or (B) plus the additional amount that was required *per well* by the Commission in 16 Tex. Admin. Code § 3.78(g)(2)-(5), up to the face amount of the bond, and that amount would be reasonable and just compensation for failure to comply, and Surety hereby promises to pay and the Railroad Commission of Texas agrees to accept, at its office in Austin, Travis County, Texas such sum as liquidated damages, and not as a penalty, in the event of such failure to comply.
3. Except as provided by Paragraph 2(b) above, if the Commission has expended State Funds to plug any well, to close any other operation or activity, to control, abate and clean up pollution or take any other action to prevent further escape of formation fluids, the Surety shall reimburse the

(over)

Commission for the amounts of State Funds so expended up to the face amount of the bond.

Sums demanded under this bond shall be paid to the Railroad Commission at Austin, Texas, within thirty days after receipt of written demand therefor, which demand shall be mailed by registered or certified U.S. mail to the address shown below.

Conditions and obligations under this bond are construed in accordance with laws of the State of Texas and all permits, rules, and orders of the Commission, including any amendments thereto that may be made during the term of this bond, and Surety waives notice of any such amendments. The State of Texas shall have the right to sue on and otherwise enforce the obligations of this bond without first resorting to or exhausting its remedies against the properties and assets of the Principal.

If the Principal is filing this bond for the first time, then the bond is effective on the Principal's P-5 effective date for the first year; thereafter, it will be effective 150 days after the Form P-5 effective and/or renewal date.

The term of this bond shall expire _____, 20____ (date must be 150 days after the Principal's annual Form P-5 expiration dates) and is renewable. Written notice of renewal shall be given by the Surety to the Commission on or before the Principal's last P-5 filing date prior to the expiration of this bond. Obligations to pay part or all of the bond amount are deemed released upon the expiration date of the bond unless the Commission has made a claim on the bond or an enforcement action against any operations or activities subject to the bond is pending. Principal and Surety may also be relieved of their obligations to pay part or all of the bond amount by written agreement between the Commission, Principal, and Surety.

If the bond amount is not paid in accordance with the terms of this bond and if judgment for any part of the bond amount is awarded through action of the Attorney General or other action filed by the Commission in bankruptcy, probate, or any other court proceeding, then the State shall be entitled to court costs and reasonable attorney's fees awarded by the court. Surety's liability for such costs and fees shall not be limited by the amount of this bond. It is agreed and understood that this bond is executed and performable in Austin, Travis County, Texas, and venue for any cause of action construing this bond is proper in Austin, Travis County, Texas.

A transfer, by any means, of any well covered under this bond does not relieve the Surety of any obligation under this bond until the operator acquiring the well has on file with the Commission an approved form of financial security covering the well and an approved Form P-4 (Certificate of Compliance and Transportation Authority). The transferred well remains covered by this bond and the Principal and Surety remain responsible for compliance with all laws and Commission rules covering the transferred well until the Commission determines that the well is covered by proper financial security and the acquiring operator has assumed full responsibility for the well in accordance with all state laws, including Tex. Nat. Resources Code §91.107 and all applicable Commission rules.

IN TESTIMONY WHEREOF, said PRINCIPAL has hereunto subscribed his or her name or has caused this instrument to be signed by its duly authorized officers this _____ day of _____, 20_____.

PRINCIPAL

By _____
NAME & TITLE

IN TESTIMONY WHEREOF, said SURETY has caused this instrument to be signed by its duly authorized officers and its corporate seal to be affixed this _____ day of _____, 20_____.

SURETY (ATTACH POWER OF ATTORNEY)

(seal) By _____
NAME & TITLE

SURETY'S FULL MAILING ADDRESS

SURETY'S PHYSICAL ADDRESS

SURETY'S TELEPHONE NUMBER