

## Chronological Chart of Significant Cases on the “Exculpatory Clause”

Case	Model Form <sup>1</sup>	App. Law	Non-Operator’s Claim	Scope <sup>2</sup>
<i>Huggs, Inc. v. LPC Energy, Inc.</i> , 889 F.2d 649 (5th Cir. 1989)	Typed	LA	Failure to pay delay rentals	Broad
<i>Caddo Oil Co., Inc. v. O’Brien</i> , 908 F.2d 13 (5th Cir. 1990)	Unknown	LA	Excess charges	Broad
<i>Stine v. Marathon Oil Co.</i> , 976 F.2d 254 (5th Cir. 1992)	1977 or 1982	TX	Breach of duty as to testing, & tortious interference	Broad
<i>Amoco Rocmount Co. v. The Anschutz Corp.</i> , 7 F.3d 909 (10th Cir. 1993)	1982	CO	Failure to share proceeds	Narrow
<i>Abraxas Petroleum Corp. v. Hornburg</i> , 20 S.W.3d 741 (Tex.App.--El Paso 2000)	1977 or 1982	TX	Violation of “subsequent operations clause” of OA	Narrow
<i>Cone v. Fagadau Energy Corp.</i> , 68 S.W.3d 147 (Tex.App.--Eastland 2001, <i>pet. den’d</i> )	1982	TX	Improper assessment of costs	Narrow
<i>IP Petroleum Co., Inc. v. Wevanco Energy, LLC</i> , 116 S.W.3d 888 (Tex.App.--Houston [1st Dist.] 2003)	1977 or 1982	TX	Failure to drill deeper	Narrow
<i>Castle Texas Prod. Ltd. P’ship v. Long Trusts</i> , 134 S.W.3d 267 (Tex.App.--Tyler 2003)	1977 or 1982	TX	Converting share of prod.	Narrow
<i>Palace Exploration Co. v. Petroleum Dev. Co.</i> , 374 F.3d 951 (10th Cir. 2004)	1977 or 1982	OK	Moving of well location without notice or approval	Broad
<i>Matrix Prod. Co. v. Ricks Expl. Inc.</i> , 102 P.3d 1285 (Ct. App. N.M. 2004)	1977 or 1982	NM	Failure to provide notice	Broad
<i>Shell Rocky Mountain Prod., LLC v. Ultra Resources, Inc.</i> , 415 F.3d 1158 (10th Cir. 2005)	1977 or 1982	WY	Excessive drilling & operations costs	Narrow
<i>R &amp; R Resources Corp. v. Echelon Oil &amp; Gas, L.L.C.</i> , 2006 WL 66458 (Tex.App.—Austin 2006)	1989	TX	Refusal to relinquish operations	Narrow
<i>Forest Oil Corp. v. Union Oil Co.</i> , 2006 WL 905345 (D. Alaska Apr. 7, 2006)	Typed	AK	Disposal costs for NORM	Narrow
<i>PYR Energy Corp. v. Samson Resources Co.</i> , 470 F.Supp.2d 709 (E.D. Tex. 2007)	1977 or 1982	TX	Pooling without authority	Broad
<i>Chesapeake Operating, Inc. v. Sanchez Oil &amp; Gas Corp.</i> , 2012 WL 2133554 (S.D. Tex. June 12, 2012)	1977 or 1982	LA	Failure to pay JIBs	Broad
<i>Reeder v. Wood County Energy, LLC</i> , 395 S.W.3d 789 (Tex. 2012)	1989	TX	Illegal prod., concealment	Broad
<i>MDU Barnett Ltd. P’ship v. Chesapeake Expl. Ltd. P’ship</i> , 2014 WL 585740 (S.D. Tex. Feb. 14, 2014)	1982	TX	Failure to provide accurate information or data	Narrow
<i>Shell Offshore Inc. v. ENI Petroleum USA LLC</i> , 2017 WL 4226154 (E.D. La. Sept. 21, 2017)	Offshore Form	LA	Not obtain approval, competitive bidding, financial disclosure	Narrow
<i>Bradford Energy Capital, LLC v. SWEPI LP</i> , 2020 WL 5747841 (W.D. Pa. Sept. 25, 2020)	Typed	PA	Failure to put well in production	Broad
<i>Crimson Expl. Operating, Inc. v. BPX Operating Co.</i> , 2021 WL 786541 (Tex. App.—Houston [14th Dist.] 2021, <i>pet. den’d</i> )	1989	TX	Drilling using substandard methods & materials	Narrow
<i>Bachtell Enterprises LLC v. Ankor E&amp;P Holdings Corp.</i> , 651 S.W. 3d 514 (Tex. App.—Houston [14th Dist.] 2023)	1989	TX	Failure to secure consent to expenditure	Narrow

1. Cases do not always identify the Model Form involved. Where not stated to be Model Form, listed as “typed” or “unknown.”
2. “Narrow” means that the clause is held applicable to only claims resulting from physical activities associated with operations conducted under the operating agreement, but not to breach of contract claims (or no claims of breach of contract were involved). “Broad” means that the clause is held applicable to both claims resulting from physical activities as well as breaches of contract.