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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**FORM 10-K**

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(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended: **December 31, 2018**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_.

Commission file number: 1-737

**Texas Pacific Land Trust**

(Exact Name of Registrant as Specified in its Charter)

**NOT APPLICABLE**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**75-0279735**  
(I.R.S. Employer  
Identification Number)

**1700 Pacific Avenue, Suite 2770, Dallas, Texas 75201**

(Address of Principal Executive Offices) (Zip Code)

**(214) 969-5530**

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class  
**Sub-shares in Certificates of Proprietary Interest**  
**(par value \$.03-1/3 per share)**

Name of Each Exchange on Which Registered  
**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act:

**None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

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Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check One)

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter (June 30, 2018) was approximately \$5,387,300,000. As of January 31, 2019, there were 7,760,414 Sub-share Certificates outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE:**

None.

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**TEXAS PACIFIC LAND TRUST**  
**TABLE OF CONTENTS**

|   | <u>Page</u> |
|---|-------------|
| <b><u>PART I</u></b>  |             |
| <b><u>Item 1.</u></b> <u>Business</u>   | 1           |
| <b><u>Item 1A.</u></b> <u>Risk Factors</u>  | 4           |
| <b><u>Item 1B.</u></b> <u>Unresolved Staff Comments</u>   | 6           |
| <b><u>Item 2.</u></b> <u>Properties</u>   | 6           |
| <b><u>Item 3.</u></b> <u>Legal Proceedings</u>  | 6           |
| <b><u>Item 4.</u></b> <u>Mine Safety Disclosures</u>  | 6           |
| <b><u>PART II</u></b>   |             |
| <b><u>Item 5.</u></b> <u>Market for Registrant’s Common Equity, Related Security Holder Matters and Issuer Purchases of Equity Securities</u> | 7           |
| <b><u>Item 6.</u></b> <u>Selected Financial Data</u>  | 8           |
| <b><u>Item 7.</u></b> <u>Management’s Discussion and Analysis of Financial Condition and Results of Operations</u>                            | 9           |
| <b><u>Item 7A.</u></b> <u>Quantitative and Qualitative Disclosures about Market Risk</u>  | 15          |
| <b><u>Item 8.</u></b> <u>Financial Statements and Supplementary Data</u>  | 16          |
| <b><u>Item 9.</u></b> <u>Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</u>                             | 16          |
| <b><u>Item 9A.</u></b> <u>Controls and Procedures</u>   | 16          |
| <b><u>Item 9B.</u></b> <u>Other Information</u>   | 16          |
| <b><u>PART III</u></b>  |             |
| <b><u>Item 10.</u></b> <u>Directors, Executive Officers and Corporate Governance</u>  | 17          |
| <b><u>Item 11.</u></b> <u>Executive Compensation</u>  | 19          |
| <b><u>Item 12.</u></b> <u>Security Ownership of Certain Beneficial Owners and Management and Related Security Holder Matters</u>              | 22          |
| <b><u>Item 13.</u></b> <u>Certain Relationships and Related Transactions, and Director Independence</u>                                       | 23          |
| <b><u>Item 14.</u></b> <u>Principal Accountant Fees and Services</u>  | 23          |
| <b><u>PART IV</u></b>   |             |
| <b><u>Item 15.</u></b> <u>Exhibits and Financial Statement Schedules</u>  | 24          |
| <b><u>Item 16.</u></b> <u>Form 10-K Summary</u>   | 24          |

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## PART I

*Statements in this Annual Report on Form 10-K that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, including statements regarding management's expectations, hopes, intentions or strategies regarding the future. Forward-looking statements include statements regarding the Trust's future operations and prospects, the markets for real estate in the areas in which the Trust owns real estate, applicable zoning regulations, the markets for oil and gas, production limits on prorated oil and gas wells authorized by the Railroad Commission of Texas, expected competition, management's intent, beliefs or current expectations with respect to the Trust's future financial performance and other matters. All forward-looking statements in this Report are based on information available to us as of the date this Report is filed with the Securities and Exchange Commission, and we assume no responsibility to update any such forward-looking statements, except as required by law. All forward-looking statements are subject to a number of risks, uncertainties and other factors that could cause our actual results, performance, prospects or opportunities to differ materially from those expressed in, or implied by, these forward-looking statements. These risks, uncertainties and other factors include, but are not limited to, the factors discussed in Item 1A "Risk Factors" and Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations."*

### **Item 1. Business.**

#### **General**

Texas Pacific Land Trust (which, together with its subsidiaries as the context requires, may be referred to as "Texas Pacific", the "Trust", "our", "we" or "us") is one of the largest landowners in the State of Texas with approximately 900,000 acres of land in West Texas. Texas Pacific was organized under a Declaration of Trust, dated February 1, 1888, to receive and hold title to extensive tracts of land in the State of Texas, previously the property of the Texas and Pacific Railway Company, and to issue transferable Certificates of Proprietary Interest pro rata to the holders of certain debt securities of the Texas and Pacific Railway Company. Our Trustees are empowered under the Declaration of Trust to manage the lands with all the powers of an absolute owner.

#### **Business Segments**

We operate our business in two segments: Land and Resource Management and Water Service and Operations. Our segments provide management with a comprehensive financial view of our key businesses. The segments enable the alignment of strategies and objectives of the Trust and provide a framework for timely and rational allocation of resources within businesses. See Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations and Note 10, "Business Segment Reporting" in Item 8. Financial Statements and Supplementary Data in this Annual Report on Form 10-K.

#### **Land and Resource Management**

Our Land and Resource Management segment encompasses the business of managing the approximately 900,000 acres of land and related resources in West Texas owned by the Trust. The revenue streams of this segment principally consist of royalties from oil and gas, revenues from easements and leases and land sales.

We are not an oil and gas producer. Rather, our oil and gas revenue is derived from our oil and gas royalty interests. Thus, in addition to being subject to fluctuations in response to the market prices for oil and gas, our oil and gas royalty revenues are also subject to decisions made by the owners and operators of the oil and gas wells to which our royalty interests relate as to investments in and production from those wells.

Our revenue from easements is generated from easement contracts covering activities such as oil and gas pipelines and subsurface wellbore easements. The majority of our easements have a ten-year term. We also enter into agreements with operators and mid-stream companies to lease land from us, primarily for facilities and roads.

We do not actively solicit sales of land. The demand for, and sale price of, particular tracts of land is influenced by many factors beyond our control, including general economic conditions, the rate of development in nearby areas and the suitability of the particular tract for the ranching uses prevalent in western Texas.

Operations

Revenues from the Land and Resource Management segment for the last three years were as follows (amounts presented in millions):

|  | Years Ended December 31, |                                 |                 |                                 |                 |                                 |
|--|--------------------------|---------------------------------|-----------------|---------------------------------|-----------------|---------------------------------|
|  | 2018                     |                                 | 2017            |                                 | 2016            |                                 |
|  | Segment Revenue          | % of Total Consolidated Revenue | Segment Revenue | % of Total Consolidated Revenue | Segment Revenue | % of Total Consolidated Revenue |
| Oil and gas royalties <sup>(1)</sup>                 | \$ 123.8                 | 41%                             | \$ 58.4         | 38%                             | \$ 28.4         | 43%                             |
| Easements and sundry income                          | 63.9                     | 21%                             | 64.2            | 42%                             | 26.2            | 40%                             |
| Sale of oil and gas royalty interests                | 18.9                     | 6%                              | —               | —%                              | —               | —%                              |
| Land sales and other income                          | 4.9                      | 2%                              | 0.7             | —%                              | 3.4             | 5%                              |
| Total Revenue - Land and Resource Management segment | \$ 211.5                 | 70%                             | \$ 123.3        | 80%                             | \$ 58.0         | 88%                             |

(1) On September 14, 2017, we settled the previously disclosed arbitration case with Chevron U.S.A., Inc. involving claims for underpayment of royalties. The Trust received \$7.7 million as part of the settlement, including royalties that will be paid to the Trust on additional wells under several community leases. The settlement is included in oil and gas royalties for the year ended December 31, 2017.

For the year ended December 31, 2018, we sold approximately 171.5 acres for an aggregate sales price of approximately \$4.4 million, an average price of approximately \$25,464. Additionally, we sold nonparticipating perpetual oil and gas royalty interests in approximately 812 net royalty acres (1/8th interest) for approximately \$18.9 million, an average price of approximately \$23,234 per net royalty acre for the year ended December 31, 2018.

*Competition*

Our Land and Resource Management segment does not have competitors, as such, in that it sells, leases and generally manages land owned by the Trust and, to that extent, any owner of property located in areas comparable to the Trust is a potential competitor.

**Water Service and Operations**

Our Water Service and Operations segment primarily consists of revenues from direct sales of water and to a lesser extent, easements and sundry income and royalties on sales of water.

In prior years, we entered into agreements with energy companies and oilfield service businesses to allow such companies to explore for water, drill water wells, construct water-related infrastructure and purchase water sourced from land that we own. Energy businesses use water for their oil and gas projects while non-energy businesses (i.e., water management service companies) operate water facilities to produce and sell water to energy businesses. We continue to collect revenue from royalties and water sales under these legacy agreements.

Drilling and completion activity in the Permian Basin continues to rise as operators increase their focus on development of leaseholds throughout the basin. Longer well laterals combined with large water load frac design, due to high proppant load and carrying limits, continue to drive the need for increased water demand for fracturing activities. In response to that anticipated demand, the Trust announced the formation of Texas Pacific Water Resources LLC ("TPWR") in June 2017.

TPWR, a single member LLC and wholly owned subsidiary of the Trust, focuses on providing a full-service water offering to operators in the Permian Basin. These services include, but are not limited to, brackish water sourcing, produced-water gathering/treatment/recycling, infrastructure development/construction, disposal, water tracking, analytics and well testing services. TPWR is committed to sustainable water development with significant focus on the large-scale implementation of recycled water operations.

## Operations

Revenues from our Water Service and Operations segment for the last three years were as follows (amounts presented in millions):

|  | Years Ended December 31, |                                 |                 |                                 |                 |                                 |
|--|--------------------------|---------------------------------|-----------------|---------------------------------|-----------------|---------------------------------|
|  | 2018                     |                                 | 2017            |                                 | 2016            |                                 |
|  | Segment Revenue          | % of Total Consolidated Revenue | Segment Revenue | % of Total Consolidated Revenue | Segment Revenue | % of Total Consolidated Revenue |
| Water sales and royalties                            | \$ 63.9                  | 21%                             | \$ 25.5         | 16%                             | \$ 8.1          | 12%                             |
| Easements and sundry income                          | 24.8                     | 9%                              | 5.8             | 4%                              | —               | —                               |
| Total Revenue – Water Service and Operations segment | \$ 88.7                  | 30%                             | \$ 31.3         | 20%                             | \$ 8.1          | 12%                             |

As of December 31, 2018, TPWR continues to build out its brackish water production and distribution system. Our first sales from internally developed projects were made during the fourth quarter of 2017.

As of December 31, 2018, TPWR continues to build out its water production, storage and delivery infrastructure system in the Permian Basin. TPWR has entered into multiple sourcing contracts with oil and gas operators throughout the basin, the terms of which provide justification for continued investment.

During the year ended December 31, 2018, the Trust invested approximately \$35.2 million in TPWR projects to develop brackish water sourcing and re-use assets.

## Competition

While there is competition in the water service business in West Texas, we believe our position as a significant landowner of approximately 900,000 acres in West Texas gives us a unique advantage over our competitors who must negotiate with existing landowners to source water and then for the right of way to deliver the water to the end user.

## Major Customers

During 2018, we received \$46.0 million, or approximately 15% of our total revenues (prior to deferrals), which included \$22.9 million of oil and gas royalty revenue, \$11.9 million of easements and sundry income (prior to deferrals), and \$11.1 million of water sales and royalties, from Anadarko E&P Onshore, LLC and \$49.4 million, or approximately 16% of our total revenues (prior to deferrals), which included \$27.1 million of oil and gas royalty revenue and \$18.9 million of revenue from sales of oil and gas royalty interests, from Chevron U.S.A., Inc.

## Seasonality

The business of Texas Pacific is not seasonal in nature, as that term is generally understood, although due to the nature of our operations, our revenue may vary widely from year to year and quarter to quarter.

## Regulations

We are subject to various federal, state and local laws. Management believes that our operations comply in all material respects with applicable laws and regulations and that the existence and enforcement of such laws and regulations have no more restrictive effect on our method of operations than on other companies similar to the Trust.

We cannot determine the extent to which new legislation, new regulations or changes in existing laws or regulations may affect our future operations.

## Environmental Considerations

Compliance with Federal, State and local provisions that have been enacted or adopted regulating the discharge of materials into the environment, or otherwise relating to the protection of the environment, have had no material effect upon the capital expenditures, earnings and competitive position of Texas Pacific. To date, Texas Pacific has not been called upon to expend any funds for these purposes.

## Employees

As of January 31, 2019, Texas Pacific had 71 full-time employees.

## Available Information

The Trust makes available, free of charge, on or through its website copies of its Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports as soon as reasonably practicable after they are electronically filed with, or furnished to, the Securities and Exchange Commission (the "SEC") pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"). We maintain our website at [www.TPLTrust.com](http://www.TPLTrust.com). The information contained on our website is not part of this Report.

## Item 1A. Risk Factors.

*An investment in our securities involves a degree of risk. The risks described below are not the only ones facing us. Additional risks not presently known to us or that we currently deem immaterial may also have a material adverse effect on us. If any of the following risks actually occur, our financial condition, results of operations, cash flows or business could be harmed. In that case, the market price of our securities could decline and you could lose part or all of your investment.*

### **Global economic conditions may materially and adversely affect our business.**

Our business and results of operations are affected by international, national and regional economic conditions. A recurrence of recessionary conditions in the United States and elsewhere may lead to reduced industrial production which, in turn, may lead to lower demand and lower prices for oil and gas, which may adversely affect our results of operations.

### **We face the risks of doing business in a new and rapidly evolving market and may not be able to successfully address such risks and achieve acceptable levels of success or profits.**

We have encountered and may continue to encounter the challenges, uncertainties and difficulties frequently experienced in new and rapidly evolving markets with respect to the business of TPWR, including:

- limited operating experience;
- start-up costs for a new line of business;
- lack of sufficient customers or loss of significant customers for the new line of business; and
- difficulties in managing potentially rapid growth.

### **The Trust's oil and gas royalty revenue is dependent upon the market prices of oil and gas which fluctuate.**

The oil and gas royalties which the Trust receives are dependent upon the market prices for oil and gas. The market prices for oil and gas are subject to national and international economic and political conditions and, in the past, have been subject to significant price fluctuations. Price fluctuations for oil and gas have been particularly volatile in recent years. When lower market prices for oil and gas occur, they will have an adverse effect on our oil and gas royalty revenues.

**The Trust is not an oil and gas producer. Its revenues from oil and gas royalties are subject to the actions of others.**

The Trust is not an oil and gas producer. Its oil and gas income is derived primarily from perpetual non-participating oil and gas royalty interests which it has retained. As oil and gas wells age, the costs of production may increase and their capacity may decline absent additional investment. However, the owners and operators of the oil and gas wells make all decisions as to investments in, and production from, those wells and the Trust's royalties are dependent upon decisions made by those operators, among other factors. The Railroad Commission of the State of Texas sets authorized production levels for pro-rated wells by regulation. In the past, the Trust's income from oil and gas royalties has been limited by the production levels authorized by the Railroad Commission and we cannot assure you that they may not be so limited in the future.

**Our revenues from the sale of land are subject to substantial fluctuation. Land sales are subject to many factors that are beyond our control.**

Land sales vary widely from year to year and quarter to quarter. The total dollar amount, the average price per acre, and the number of acres sold in any one year or quarter should not be assumed to be indicative of future land sales. The Trust does not actively solicit sales of land. The demand for, and the sale price of, any particular tract of the Trust's land is influenced by many factors, including the national and local economies, rate of oil and gas well development by operators, the rate of residential and commercial development in nearby areas, livestock carrying capacity and the condition of the local agricultural industry, which itself is influenced by range conditions and prices for livestock and agricultural products. The Trust's ability to sell ranch land is, therefore, largely dependent on the actions of adjoining landowners.

**The impact of government regulation on TPWR could adversely affect our business.**

The business of TPWR is subject to applicable state and federal laws and regulations, including laws and regulations on environmental and safety matters. These laws and regulations may increase the costs and timing of planning, designing, drilling, installing, operating and abandoning water wells and treatment facilities. TPWR's business could be affected by problems, slowdowns or other stoppages to operations of providing water treatment critical to the success of TPWR.

**The loss of key members of our management team, or difficulty attracting and retaining experienced technical personnel, could reduce our competitiveness and prospects for future success.**

The successful implementation of our strategies and handling of other issues integral to our future success will depend, in part, on our experienced management team, including with respect to the business of TPWR. The loss of key members of our management team could have an adverse effect on our business. If we cannot retain our experienced personnel or attract additional experienced personnel, our ability to compete could be harmed.

**If the liability of holders of Certificates of Proprietary Interest and Sub-shares were to be found to be governed by the laws of Texas, holders of Certificates of Proprietary Interest and Sub-shares might be held to have personal liability for claims against the Trust, to the extent such claims exceeded the assets of the Trust.**

The Declaration of Trust, which established the Trust, was executed and delivered in New York. Under the laws of the State of New York, the holders of Certificates of Proprietary Interest and Sub-shares are not subject to any personal liability for the acts or obligations of the Trust. The assets of the Trust are located in Texas. Under the laws of the State of Texas, the holders of Certificates of Proprietary Interest and Sub-shares may be held personally liable with respect to claims against the Trust, but only after the assets of the Trust first have been exhausted. Thus, if a court were to hold that the liability of holders of Certificates of Proprietary Interest and Sub-shares for obligations is governed by the laws of Texas, rather than New York, it is possible that holders of Certificates of Proprietary Interest and Sub-shares might be held to have personal liability for claims against the Trust to the extent such claims exceeded all of the Trust's assets.

**The Trustees are not subject to annual election and, as a result, the ability of the holders of Certificates of Proprietary Interest and Sub-shares to influence the policies of the Trust may be limited.**

Directors of a corporation are generally subject to election at each annual meeting of stockholders or, in the case of staggered boards, at regular intervals. Under the Declaration of Trust, however, the Trust is not required to hold annual meetings of holders of Certificates of Proprietary Interest and Sub-shares to elect Trustees and Trustees generally hold office until their death, resignation or disqualification. As a result, the ability of holders of Certificates of Proprietary Interest and Sub-shares to effect changes in the Board of Trustees, and the policies of the Trust, is significantly more limited than that of the stockholders of a corporation.

**Our results of operations for any quarter are not necessarily indicative of our results of operations for a full year.**

Revenues from oil and gas royalties may fluctuate from quarter to quarter based upon market prices for oil and gas and production decisions made by the operators. Our other revenue streams, which include, but are not limited to, water sales and royalties, easements and sundry income and sales of land, may also fluctuate from quarter to quarter. As a result, the results of our operations for any particular quarter are not necessarily indicative of the results of operations for a full year.

**Item 1B. Unresolved Staff Comments.**

Not Applicable.

**Item 2. Properties.**

As of December 31, 2018, Texas Pacific owned the surface estate in approximately 902,177 acres of land, comprised of numerous separate tracts, located in 19 counties in the western part of Texas. There were no material liens or encumbrances on the Trust's title to the surface estate in those tracts.

As of December 31, 2018, the Trust also owns a 1/128th nonparticipating perpetual oil and gas royalty interest under 84,934 acres of land and a 1/16th nonparticipating perpetual oil and gas royalty interest under 370,737 acres of land in the western part of Texas. Generally speaking, if the Trust sells the surface estate in real property with respect to which it holds an oil and gas royalty interest, that oil and gas royalty interest is excluded from the sale and retained by the Trust. In addition, the Trust acquired oil and gas royalty interests in approximately 1,826 net royalty acres during 2018.

Approximately 171.5 acres of land were sold in 2018.

The Trust leases office space in Dallas, Texas for its corporate headquarters and office space in Midland, Texas for its TPWR office space.

**Item 3. Legal Proceedings.**

Texas Pacific is not involved in any material pending legal proceedings.

**Item 4. Mine Safety Disclosures.**

Not Applicable.

**PART II**

**Item 5. Market for Registrant’s Common Equity, Related Security Holder Matters and Issuer Purchases of Equity Securities.**

**Market Information**

The Sub-shares in the Trust’s Certificates of Proprietary Interest are traded on the New York Stock Exchange (“NYSE”) under the symbol “TPL”. The range of reported sale prices for Sub-shares on the NYSE for each quarterly period during the past two fiscal years was as follows:

|             | Years Ended December 31, |           |           |           |
|-------------|--------------------------|-----------|-----------|-----------|
|             | 2018                     |           | 2017      |           |
|             | High                     | Low       | High      | Low       |
| 1st Quarter | \$ 569.99                | \$ 446.01 | \$ 336.83 | \$ 259.00 |
| 2nd Quarter | \$ 739.89                | \$ 496.15 | \$ 315.00 | \$ 275.65 |
| 3rd Quarter | \$ 874.00                | \$ 692.06 | \$ 414.79 | \$ 286.79 |
| 4th Quarter | \$ 877.97                | \$ 409.00 | \$ 458.00 | \$ 377.96 |

Certificates of Proprietary Interest and Sub-shares are interchangeable in the ratio of one Certificate for 3,000 Sub-shares or 3,000 Sub-shares for one Certificate of Proprietary Interest. Texas Pacific has paid a cash dividend each year for the preceding 62 years. The cash dividend was \$1.05 per Sub-share in 2018 and \$0.35 per Sub-share in 2017 and was paid during the first quarter of each year. Texas Pacific is not a party to any agreement that would limit its ability to pay dividends in the future, although any future dividends are subject to the discretion of the Board of Trustees and will depend upon the Trust’s earnings, capital requirements and financial position, applicable requirements of law, general economic conditions and other factors considered relevant by the Board of Trustees. The Board of Trustees declared special dividends of \$3.00 per Sub-share in 2018 and \$1.00 per Sub-share in 2017.

At their February 2019 meeting, the Trustees declared a cash dividend of \$1.75 per Sub-share, payable March 15, 2019 to sub-shareholders of record at the close of business on March 8, 2019. This is the 16th consecutive year that the declared dividend has increased. Additionally, the Trustees declared a special dividend of \$4.25 per Sub-share, payable March 15, 2019 to sub-shareholders of record at the close of business on March 8, 2019.

The approximate numbers of holders of Certificates of Proprietary Interest and Sub-shares, respectively, as of January 31, 2019, were as follows:

|  |            |
|--|------------|
| Certificates of Proprietary Interest               | —          |
| Sub-shares in Certificates of Proprietary Interest | 247        |
| <b>TOTAL</b>                                       | <b>247</b> |

The Trust has not incorporated equity-related compensation elements in its compensation programs. During the year ended December 31, 2018, the Trust did not issue or sell any equity securities.

### Issuer Purchases of Sub-share Certificates

During the fourth quarter of 2018, the Trust repurchased Sub-share Certificates as follows:

| Period                                | Total Number of Sub-shares Purchased | Average Price Paid per Sub-share | Total Number of Sub-shares Purchased as Part of Publicly Announced Plans or Programs | Maximum Number (or Approximate Dollar Value) of Sub-shares that May Yet Be Purchased Under the Plans or Programs |
|---------------------------------------|--------------------------------------|----------------------------------|--|--|
| October 1, through October 31, 2018   | 7,437                                | \$ 794.34                        | —  | —  |
| November 1, through November 30, 2018 | 7,368                                | 625.41                           | —  | —  |
| December 1, through December 31, 2018 | 4,612                                | 516.07                           | —  | —  |
| Total <sup>(1)</sup>                  | 19,417                               | \$ 664.14                        | —  | —  |

(1) The Trust purchased and retired 19,417 Sub-shares in the open market.

### Item 6. Selected Financial Data.

The following data should be read in conjunction with Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the Consolidated Financial Statements and Notes thereto incorporated by reference in Item 8, “Financial Statements and Supplementary Data” in this Annual Report on Form 10-K. The selected financial data presented below has been derived from our audited consolidated financial statements (in thousands, except shares and per share amounts):

|  | Years Ended December 31, <sup>(1)</sup> |            |           |           |           |
|--|---|------------|-----------|-----------|-----------|
|  | 2018                                    | 2017       | 2016      | 2015      | 2014      |
| Income                                   | \$ 300,220                              | \$ 154,634 | \$ 66,109 | \$ 78,090 | \$ 53,661 |
| Income before income taxes               | \$ 261,750                              | \$ 145,061 | \$ 62,896 | \$ 75,283 | \$ 51,432 |
| Net income                               | \$ 209,736                              | \$ 97,231  | \$ 42,275 | \$ 50,039 | \$ 34,765 |
| Net income per Sub-share                 | \$ 26.93                                | \$ 12.38   | \$ 5.29   | \$ 6.10   | \$ 4.14   |
| Dividends per Sub-share <sup>(2)</sup>   | \$ 4.05                                 | \$ 1.35    | \$ 0.31   | \$ 0.29   | \$ 0.27   |
| Average number of Sub-shares outstanding | 7,787,407                               | 7,854,705  | 7,989,030 | 8,197,632 | 8,397,314 |

  

|  | As of December 31, <sup>(1)</sup> |            |           |           |           |
|--|-----------------------------------|------------|-----------|-----------|-----------|
|  | 2018                              | 2017       | 2016      | 2015      | 2014      |
| Total assets, exclusive of property with no assigned value | \$ 285,075                        | \$ 120,035 | \$ 59,403 | \$ 50,436 | \$ 33,102 |

(1) We adopted Accounting Standards Update (“ASU”) No. 2014-09, “Revenue Recognition (Topic 606): Revenue from Contracts with Customers” on January 1, 2018 using the full retrospective method which required us to restate previously reported results as though the standard had always been in effect. Upon adoption of ASU 2014-09, we no longer defer revenue on our term easements.

(2) Dividends per Sub-share include special dividends of \$3.00 and \$1.00 per Sub-share for the years ended December 31, 2018 and 2017, respectively.

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

*The following discussion and analysis should be read together with the factors discussed in Item 1A "Risk Factors" and with the Consolidated Financial Statements, including the Notes thereto, and the other financial information appearing elsewhere in this Report. Period-to-period comparisons of financial data are not necessarily indicative, and therefore should not be relied upon as indicators, of the Trust's future performance. Words or phrases such as "does not believe" and "believes," or similar expressions, when used in this Form 10-K or other filings with the SEC, are intended to identify "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995.*

### Overview

The Trust was organized in 1888 and holds title to extensive tracts of land in numerous counties in West Texas which were previously the property of the Texas and Pacific Railway Company. We continue to manage those lands for the benefit of the holders of Certificates of Proprietary Interest in the Trust (and/or Sub-shares in the Certificates of Proprietary Interest).

Our revenues are derived primarily from oil, gas and water-related royalties, sales of water and land, easements and leases of the land. Due to the nature of our operations, our revenue is subject to substantial fluctuations from quarter to quarter and year to year. We do not actively solicit sales of land. In addition, the demand for, and sale price of, particular tracts of land is influenced by many factors beyond our control, including general economic conditions, the rate of development in nearby areas and the suitability of the particular tract for the ranching uses prevalent in western Texas.

We are not an oil and gas producer. Rather, our oil and gas revenue is derived from our oil and gas royalty interests. Thus, in addition to being subject to fluctuations in response to the market prices for oil and gas, our oil and gas royalty revenues are also subject to decisions made by the owners and operators of the oil and gas wells to which our royalty interests relate as to investments in and production from those wells. We monitor production reports by the oil and gas companies to assure that we are being paid the appropriate royalties. We review conditions in the agricultural industry in the areas in which our lands are located and seek to keep as much of our lands as possible under lease to local ranchers.

Our revenue from easements is generated from easement contracts covering activities such as oil and gas pipelines and subsurface wellbore easements. The majority of our easements have a ten-year term. We also enter into agreements with operators and mid-stream companies to lease land from us, primarily for facilities and roads.

In prior years, we entered into agreements with energy companies and oilfield service businesses to allow such companies to explore for water, drill water wells, construct water-related infrastructure and purchase water sourced from land that we own. Energy businesses use water for their oil and gas projects while non-energy businesses (i.e., water management service companies) operate water facilities to produce and sell water to energy businesses. We continue to collect revenue from royalties and water sales under these legacy agreements.

Demand for water solutions is expected to grow as drilling and completion activity in the Permian Basin continues to increase. In response to that demand, the Trust formed TPWR in June 2017. TPWR, a single member LLC and wholly owned subsidiary of the Trust, focuses on providing full-service water offerings to operators in the Permian Basin. These services include, but are not limited to, brackish water sourcing, produced-water gathering/treatment/recycling, infrastructure development/construction, disposal, water tracking, analytics and well testing services. TPWR is committed to sustainable water development with significant focus on the large-scale implementation of recycled water operations.

### Results of Operations

We operate our business in two segments: Land and Resource Management and Water Service and Operations. We eliminate any inter-segment revenues and expenses upon consolidation.

We analyze financial results for each of our reportable segments. The reportable segments presented are consistent with our reportable segments discussed in Note 10, "Business Segment Reporting" in Item 8. Financial Statements and Supplementary Data in this Annual Report on Form 10-K. We monitor our reporting segments based upon revenue and net income calculated in accordance with accounting principles generally accepted in the United States of America ("GAAP").

**Year Ended December 31, 2018 Compared to Year Ended December 31, 2017**

*Revenues.* Revenues increased \$145.6 million, or 94.1% to \$300.2 million for the year ended December 31, 2018 compared to \$154.6 million for the year ended December 31, 2017. Net income increased \$112.5 million, or 115.7% to \$209.7 million for the year ended December 31, 2018 compared to \$97.2 million for the year ended December 31, 2017.

The following is an analysis of our operating results for the comparable periods by reportable segment (in thousands):

|                                       | Years Ended December 31, |             |                   |             |
|---------------------------------------|--------------------------|-------------|-------------------|-------------|
|                                       | 2018                     |             | 2017              |             |
| <b>Revenues:</b>                      |                          |             |                   |             |
| <i>Land and resource management</i>   |                          |             |                   |             |
| Oil and gas royalties                 | \$ 123,834               | 41%         | \$ 58,418         | 38%         |
| Easements and sundry income           | 63,908                   | 21%         | 64,199            | 42%         |
| Sale of oil and gas royalty interests | 18,875                   | 6%          | —                 | —%          |
| Land sales and other income           | 4,859                    | 2%          | 723               | —%          |
|                                       | <u>211,476</u>           | <u>70%</u>  | <u>123,340</u>    | <u>80%</u>  |
| <i>Water service and operations</i>   |                          |             |                   |             |
| Water sales and royalties             | 63,913                   | 21%         | 25,536            | 16%         |
| Easements and sundry income           | 24,831                   | 9%          | 5,758             | 4%          |
|                                       | <u>88,744</u>            | <u>30%</u>  | <u>31,294</u>     | <u>20%</u>  |
| <b>Total consolidated revenues</b>    | <u>\$ 300,220</u>        | <u>100%</u> | <u>\$ 154,634</u> | <u>100%</u> |
| <b>Net income</b>                     |                          |             |                   |             |
| Land and resource management          | \$ 159,611               | 76%         | \$ 78,468         | 81%         |
| Water service and operations          | 50,125                   | 24%         | 18,763            | 19%         |
| <b>Total consolidated net income</b>  | <u>\$ 209,736</u>        | <u>100%</u> | <u>\$ 97,231</u>  | <u>100%</u> |

**Land and Resource Management**

Land and Resource Management segment revenues increased \$88.1 million, or 71.5%, to \$211.5 million for the year ended December 31, 2018 as compared with revenues of \$123.3 million for the comparable period of 2017.

*Oil and gas royalties.* Oil and gas royalty revenue was \$123.8 million for the year ended December 31, 2018 compared to \$58.4 million for the year ended December 31, 2017, an increase of 112.0%. Oil royalty revenue was \$94.6 million for the year ended December 31, 2018 compared to \$36.9 million for the comparable period of 2017. This increase in oil royalty revenue is principally due to the combined effect of a 110.0% increase in crude oil production subject to the Trust's royalty interest, and a 21.6% increase in the average price per royalty barrel of crude oil received during the year ended December 31, 2018 compared to the same period in 2017. Gas royalty revenue was \$29.2 million for the year ended December 31, 2018, an increase of 111.4% over the year ended December 31, 2017 when gas royalty revenue was \$13.8 million. This increase in gas royalty revenue resulted from a volume increase of 178.5% for the year ended December 31, 2018 as compared to the same period of 2017, partially offset by a 24.2% decrease in the average price received. Additionally, oil and gas royalties for the year ended December 31, 2017 included \$7.7 million related to the settlement of an arbitration with Chevron U.S.A., Inc. (the "Chevron Settlement") in September 2017. See Part I, Item 1. Business in this Annual Report on Form 10-K for additional information. No such settlement was received for the year ended December 31, 2018.

*Easements and sundry income.* Easements and sundry income was \$63.9 million for the year ended December 31, 2018, a slight decrease compared to \$64.2 million for the year ended December 31, 2017. Easements and sundry income includes pipeline easement income, seismic and temporary permit income, lease rental income and income from material sales. Easements and sundry income is unpredictable and may vary significantly from period to period. The slight decrease in easements and sundry income is principally related to a decrease in material sales, partially offset by an increase in pipeline easement income. Material sales decreased 22.3% to \$5.6 million for the year ended December 31, 2018 compared to the same period of 2017. Pipeline easement income increased 3.7% to \$43.1 million for the year ended December 31, 2018 compared to the year ended December 31, 2017. Effective January 1, 2018, upon the Trust's adoption of the new revenue recognition

accounting standard, we no longer defer revenue on our term easements. See Note 2, “Summary of Significant Accounting Policies — Recent Accounting Pronouncements” in Item 8. Financial Statements and Supplementary Data in this Annual Report on Form 10-K for further discussion and analysis of impact on our consolidated financial statements.

*Sale of oil and gas royalty interests.* Revenue from the sale of oil and gas royalty interests was \$18.9 million for the year ended December 31, 2018. The Trust sold nonparticipating perpetual royalty interests in approximately 812 net royalty acres for an average price of approximately \$23,234 per net royalty acre.

*Land sales and other income.* Land sales and other income includes revenue generated from land sales and grazing leases. For the year ended December 31, 2018, we sold approximately 171.5 acres of land for total consideration of \$4.4 million, or approximately \$25,464 per acre. For the year ended December 31, 2017, land sales generated \$0.2 million of income for selling approximately 11.0 acres at an average price of \$20,000 per acre. Grazing lease income was approximately \$0.5 million for both years ended December 31, 2018 and 2017.

*Net income.* Net income for the Land and Resource Management segment was \$159.6 million for the year ended December 31, 2018 compared to \$78.5 million for the year ended December 31, 2017. As discussed above, revenues for the Land and Resource Management segment increased \$88.1 million for the year ended December 31, 2018 compared to the same period of 2017. Expenses for the Land and Resource Management segment were \$51.9 million and \$44.9 million for the years ended December 31, 2018 and 2017, respectively. The increase in expenses was principally related to increased salary expense and general and administrative expenses. See further discussion of these expenses below under “Other Financial Data — Consolidated.”

#### ***Water Service and Operations***

Water Service and Operations segment revenues increased \$57.4 million, or 183.6%, to \$88.7 million for the year ended December 31, 2018 as compared with revenues of \$31.3 million for the comparable period of 2017.

*Water sales and royalties.* Water sales and royalty revenues for the year ended December 31, 2018 of \$63.9 million were more than double the amount of revenue for the comparable period of 2017. This increase is due primarily to the Trust commencing the development of brackish water sourcing, partially offset by a decrease in the royalties received from existing legacy agreements.

*Easements and sundry income.* Easements and sundry income for the Water Service and Operations segment includes pipeline easement royalties, commercial lease royalties and income from temporary permits. For the year ended December 31, 2018, the combined revenue from these revenue streams was \$24.8 million as compared to \$5.8 million for the year ended December 31, 2017.

*Net income.* Net income for the Water Service and Operations segment was \$50.1 million for the year ended December 31, 2018 compared to \$18.8 million for the year ended December 31, 2017. As discussed above, revenues for the Water Service and Operations segment increased \$57.4 million for the year ended December 31, 2018 compared to the same period of 2017. Expenses for the Water Service and Operations segment were \$38.6 million for the year ended December 31, 2018 as compared to \$12.5 million for the year ended December 31, 2017. The increase in expenses during 2018 is directly related to the formation and commencement of operations of TPWR during the second quarter of 2017 and operating expenses related to the brackish water sourcing and water re-use projects placed in service in 2018 and late 2017. See further discussion of these water service-related operating expenses below under “Other Financial Data — Consolidated.”

#### ***Other Financial Data — Consolidated***

*Salaries and related employee expenses.* Salaries and related employee expenses were \$18.4 million for the year ended December 31, 2018 compared to \$3.8 million for the comparable period of 2017. The increase in salaries and related employee expenses is directly related to the increase in the number of employees from 26 employees as of December 31, 2017 to 64 as of December 31, 2018 as well as an increase in contract labor expenses over the same time period.

*Water service-related expenses.* Water service-related expenses of \$11.2 million for the year ended December 31, 2018, include expenses for equipment rental, propane and fuel and other equipment-related expenses associated with brackish water sourcing and water re-use projects placed in service in 2018 and late 2017. The Trust incurred only minimal water service-related expenses during the year ended December 31, 2017.

*General and administrative expenses.* General and administrative expenses increased \$3.2 million to \$4.7 million for the year ended December 31, 2018 from \$1.5 million for the same period of 2017. The increase in general and administrative expenses is primarily due to additional liability insurance and equipment costs as a result of the formation and commencement of operations of TPWR during the second quarter of 2017.

*Legal and professional expenses.* Legal and professional fees decreased \$1.0 to \$2.5 million for the year ended December 31, 2018 from \$3.5 million for the comparable period of 2017. Legal and professional fees for the year ended December 31, 2017 included consulting fees related to a strategic review of the Trust.

*Depreciation and amortization.* Depreciation and amortization was \$2.6 million for the year ended December 31, 2018 compared to \$0.4 million for the year ended December 31, 2017. The increase in depreciation and amortization is principally related to the Trust's investment in water service-related assets during 2017 and 2018.

**Year Ended December 31, 2017 Compared to Year Ended December 31, 2016**

*Revenues.* Revenues increased \$88.5 million, or 133.9% to \$154.6 million for the year ended December 31, 2017 compared to \$66.1 million for the year ended December 31, 2016. Net income increased \$55.0 million, or 130.0% to \$97.2 million for the year ended December 31, 2017 compared to \$42.3 million for the year ended December 31, 2016.

The following is an analysis of our operating results for the comparable periods by reportable segment (in thousands):

|                                     | Years Ended December 31, |             |                  |             |
|-------------------------------------|--------------------------|-------------|------------------|-------------|
|                                     | 2017                     |             | 2016             |             |
| <b>Revenues:</b>                    |                          |             |                  |             |
| <i>Land and resource management</i> |                          |             |                  |             |
| Oil and gas royalties               | \$ 58,418                | 38%         | \$ 28,385        | 43%         |
| Easements and sundry income         | 64,199                   | 42%         | 26,156           | 40%         |
| Land sales and other income         | 723                      | —%          | 3,443            | 5%          |
|                                     | <u>123,340</u>           | <u>80%</u>  | <u>57,984</u>    | <u>88%</u>  |
| <i>Water service and operations</i> |                          |             |                  |             |
| Water sales and royalties           | 25,536                   | 16%         | 8,125            | 12%         |
| Easements and sundry income         | 5,758                    | 4%          | —                | —%          |
|                                     | <u>31,294</u>            | <u>20%</u>  | <u>8,125</u>     | <u>12%</u>  |
| <b>Total consolidated revenues</b>  | <b>\$ 154,634</b>        | <b>100%</b> | <b>\$ 66,109</b> | <b>100%</b> |
| <b>Net income</b>                   |                          |             |                  |             |
| Land and resource management        | \$ 78,468                | 81%         | \$ 37,049        | 88%         |
| Water service and operations        | 18,763                   | 19%         | 5,226            | 12%         |
| Total consolidated net income       | <u>\$ 97,231</u>         | <u>100%</u> | <u>\$ 42,275</u> | <u>100%</u> |

**Land and Resource Management**

Land and Resource Management segment revenues increased \$65.4 million, or 112.7%, to \$123.3 million for the year ended December 31, 2017 as compared with revenues of \$58.0 million for the comparable period of 2016.

*Oil and gas royalties.* Oil and gas royalty revenue was \$58.4 million for the year ended December 31, 2017 compared to \$28.4 million for the year ended December 31, 2016. Oil royalty revenue was \$36.9 million for the year ended December 31, 2017 compared to \$21.0 million for the comparable period of 2016. This increase in oil royalty revenue is principally due to the combined effect of a 43.8% increase in crude oil production, subject to the Trust's royalty interest, and a 22.6% increase in the average price per royalty barrel of crude oil received during the year ended December 31, 2017 compared to the same period in 2016. Gas royalty revenue was \$13.8 million for the year ended December 31, 2017, an increase of 86.7% over the year ended December 31, 2016 when gas royalty revenue was \$7.4 million. This increase in gas royalty revenue resulted from a volume increase of 59.8% for the year ended December 31, 2017 as compared to the same period of 2016, and a 16.0% increase in the average price received. Additionally, oil and gas royalties for the year ended December 31, 2017 included \$7.7 million related to the Chevron Settlement in September 2017. No such settlement was received for the year ended December 31, 2016.

*Easements and sundry income.* Easements and sundry income was \$64.2 million for the year ended December 31, 2017, an increase of 145.4% compared to \$26.2 million for the year ended December 31, 2016. This increase resulted primarily from increases in pipeline easement income, temporary permit income, material sales of caliche and, to a lesser extent, sundry lease rental income. Pipeline easement income increased 140.7% to \$41.5 million for the year ended December 31, 2017 compared to the year ended December 31, 2016. Material sales increased 481.1% to \$7.1 million for the year ended December 31, 2017 compared to the same period of 2016. Easements and sundry income is unpredictable and may vary significantly from period to period.

*Land sales and other income.* Land sales and other income includes revenue generated from land sales and grazing leases. For the year ended December 31, 2017, we sold approximately 11.0 acres of land for total consideration of \$0.2 million, or approximately \$20,000 per acre. For the year ended December 31, 2016, land sales generated \$2.9 million of income for selling approximately 774.6 acres at an average price of \$3,803 per acre. Grazing lease income was approximately \$0.5 million for both years ended December 31, 2017 and 2016.

*Net income.* Net income for the Land and Resource Management segment was \$78.5 million for the year ended December 31, 2017 compared to \$37.0 million for the year ended December 31, 2016. As discussed above, revenues for the Land and Resource Management segment increased \$65.4 million for the year ended December 31, 2017 compared to the same period of 2016. Expenses for the Land and Resource Management segment were \$44.9 million and \$20.9 million for the years ended December 31, 2017 and 2016, respectively. The increase in expenses was principally related to increased salary expense and legal and professional fees. See further discussion of these expenses below under “Other Financial Data — Consolidated.”

#### ***Water Service and Operations***

Water Service and Operations segment revenues increased \$23.2 million, or 285.2%, to \$31.3 million for the year ended December 31, 2017 as compared with revenues of \$8.1 million for the comparable period of 2016.

*Water sales and royalties.* Water sales and royalty revenues for the year ended December 31, 2017 of \$25.5 million were more than three times the amount of revenue for the comparable period of 2016. This increase is due primarily to the Trust’s decision to develop water well fields on its own land along with an increase in the royalties received from existing agreements.

*Easements and sundry income.* Easements and sundry income for the Water Service and Operations segment includes pipeline easement royalties, commercial lease royalties and income from temporary permits. For the year ended December 31, 2017, the combined revenue from these revenue streams was \$5.8 million. There was no such revenue for the year ended December 31, 2016.

*Net income.* Net income for the Water Service and Operations segment was \$18.8 million for the year ended December 31, 2017 compared to \$5.2 million for the year ended December 31, 2016. As discussed above, revenues for the Water Service and Operations segment increased \$23.2 million for the year ended December 31, 2017 compared to the same period of 2016. Expenses for the Water Service and Operations segment were \$12.5 million for the year ended December 31, 2017 while depreciation and income taxes were the only expenses for the year ended December 31, 2016. The increase in expenses during 2017 is directly related to the formation of TPWR.

#### ***Other Financial Data — Consolidated***

*Salaries and related employee expenses.* Salaries and related employee expenses were \$3.8 million for the year ended December 31, 2017 compared to \$1.4 million for the comparable period of 2016. The increase in salaries and related employee expenses is directly related to the increase in the number of employees from eight employees as of December 31, 2016 to 26 as of December 31, 2017.

*Water service-related expenses.* Water service-related expenses of \$0.5 million for the year ended December 31, 2017, include expenses for equipment rental, propane and fuel and other equipment-related expenses associated with TPWR. The Trust did not incur water service-related expenses during 2016.

*General and administrative expenses.* General and administrative expenses increased \$0.6 million to \$1.5 million for the year ended December 31, 2017 from \$0.9 million for the same period of 2016. Travel expenses, office rent and other general expenses increased as a result of the opening of an additional office in Midland, Texas for our TPWR operations.

*Legal and professional expenses.* Legal and professional fees increased \$2.7 million to \$3.5 million for the year ended December 31, 2017 from \$0.8 million for the comparable period of 2016. The increase is principally related to legal and consulting fees related to the formation of TPWR as well as consulting fees related to a strategic review of the Trust.

#### **Cash Flow Analysis**

##### ***Year Ended December 31, 2018 Compared to Year Ended December 31, 2017***

Cash flows provided by operating activities for the years ended December 31, 2018 and 2017 were \$191.6 million and \$93.8 million, respectively. This increase in operating cash flows is principally due to increases in oil and gas royalties collected, easements and sundry payments received and water sales and royalties collected during the year ended December 31, 2018 over the year ended December 31, 2017.

Cash flows used in investing activities were \$81.5 million compared to \$18.7 million for the years ended December 31, 2018 and 2017, respectively. The increased use of investing cash flows is principally due to our investment of \$44.7 million in water service-related assets during 2018, an increase of \$27.0 million over our investment during 2017. Additionally, for the year ended December 31, 2018 we acquired \$24.3 million of royalty interests and \$9.4 million of land acquisitions. There were no such acquisitions of royalty interests and land for the year ended December 31, 2017.

Cash flows used in financing activities were \$70.0 million compared to \$44.9 million for the years ended December 31, 2018 and 2017, respectively. During the year ended December 31, 2018, the Trust paid total dividends of \$4.05 per Sub-share totaling \$31.7 million. During the year ended December 31, 2017, the Trust paid total dividends of \$1.35 per Sub-share totaling \$10.7 million.

##### ***Year Ended December 31, 2017 Compared to Year Ended December 31, 2016***

Cash flows provided by operating activities for the years ended December 31, 2017 and 2016 were \$93.8 million and \$41.0 million, respectively. This increase in operating cash flows is principally due to increases in oil and gas royalties collected, easements and sundry payments received and water sales and royalties collected during the year ended December 31, 2017 over the year ended December 31, 2016.

Cash flows used in investing activities were \$18.7 million compared to \$1.0 million for the years ended December 31, 2017 and 2016, respectively. The increased use of investing cash flows is due to our investment of \$17.7 million in water service-related assets during 2017.

Cash flows used in financing activities were \$44.9 million compared to \$35.6 million for the years ended December 31, 2017 and 2016, respectively. During the year ended December 31, 2017, the Trust paid total dividends of \$1.35 per Sub-share totaling \$10.7 million. During the year ended December 31, 2016, the Trust paid total dividends of \$0.31 per Sub-share totaling \$2.5 million.

#### **Liquidity and Capital Resources**

The Trust's principal sources of liquidity are its revenues from oil, gas and water royalties, easements and sundry income, and water and land sales.

Our primary liquidity and capital requirements are for capital expenditures related to our water service and operations segment, working capital and general corporate needs. As of December 31, 2018, we had a cash and cash equivalents balance of \$119.6 million that we expect to utilize, along with cash flow from operations, to provide capital to support the growth of our business, particularly the growth of TPWR, to repurchase additional Sub-share Certificates subject to market conditions, and for general corporate purposes. We believe that cash from operations, together with our cash and cash equivalents balances, will be enough to meet ongoing capital expenditures, working capital requirements and other cash needs for the foreseeable future.

#### **Off-Balance Sheet Arrangements**

The Trust has not engaged in any off-balance sheet arrangements.

## Contractual Obligations

As of December 31, 2018, the Trust's known contractual obligations were as follows (in thousands):

| Contractual Obligations   | Payment Due by Period |                     |                 |                 |                      |
|---|-----------------------|---------------------|-----------------|-----------------|----------------------|
|   | Total                 | Less than<br>1 Year | 1-3<br>Years    | 3-5<br>Years    | More than<br>5 Years |
| Long-term debt obligations  | \$ —                  | \$ —                | \$ —            | \$ —            | \$ —                 |
| Capital lease obligations   | —                     | —                   | —               | —               | —                    |
| Operating lease obligations (1)   | 3,456                 | 402                 | 1,210           | 1,143           | 701                  |
| Purchase obligations (2)  | 81,516                | 81,516              | —               | —               | —                    |
| Other long-term liabilities reflected on the Trust's balance sheet under GAAP | —                     | —                   | —               | —               | —                    |
| Total   | <u>\$ 84,972</u>      | <u>\$ 81,918</u>    | <u>\$ 1,210</u> | <u>\$ 1,143</u> | <u>\$ 701</u>        |

- (1) Includes office leases for our corporate office which expires in 2025 and for our office in Midland, Texas which expires in 2022.
- (2) Includes purchase contracts to acquire approximately 18,000 acres of land in West Texas. The purchases will be funded from the proceeds related to our sale of approximately 14,000 acres for an aggregate price of \$100.0 million in January 2019. See Note 11, "Subsequent Event" in Item 8. Financial Statements and Supplementary Data for further information regarding the sale in January 2019.

### Effects of Inflation

We do not believe that inflation has had a material impact on our operating results. We cannot assure you, however, that future increases in our costs will not occur or that any such increases that may occur will not adversely affect our results of operations.

### Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements. It is our opinion that we fully disclose our significant accounting policies in the Notes to the Consolidated Financial Statements. Consistent with our disclosure policies, we include the following discussion related to what we believe to be our most critical accounting policies that require our most difficult, subjective or complex judgment.

#### *Accrual of Oil and Gas Royalties*

The Trust accrues oil and gas royalties. An accrual is necessary due to the time lag between the production of oil and gas and generation of the actual payment by operators. The oil and gas royalty accrual is based upon historical payments, estimates of the timing of future payments and recent market prices for oil and gas.

#### *Gain Recognition on Land Sales*

Any gain or loss on the sale of land is calculated in accordance with GAAP. The Trust has established policies for the sale of land which result in the full accrual method of gain recognition. This policy generally requires that the Trust receive a minimum cash down payment of 25% of the sales price on each sale and that any related notes receivable require regular principal and interest payments, payable over terms from 5 to 15 years.

### New Accounting Pronouncements

For further information regarding recently issued accounting pronouncements, see Note 2, "Summary of Significant Accounting Policies" in Item 8. Financial Statements and Supplementary Data.

**Item 7A. Quantitative and Qualitative Disclosures About Market Risk.**

The Trust's financial instruments consist of cash and cash equivalents (consisting of U.S. Treasury Bills), accounts payable and other liabilities and the carrying amounts of these instruments approximate fair value due to the short-term nature of these instruments.

**Item 8. Financial Statements and Supplementary Data.**

The information required by this Item 8 is included in our consolidated financial statements and the notes thereto included in this Annual Report on Form 10-K.

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.**

Not applicable.

**Item 9A. Controls and Procedures.**

- (a) Disclosure Controls and Procedures.

Pursuant to Rule 13a-15 under the Exchange Act, management of the Trust under the supervision and with the participation of Tyler Glover, the Trust's Chief Executive Officer, and Robert J. Packer, the Trust's Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of the Trust's disclosure controls and procedures as of the end of the Trust's fiscal year covered by this Report on Form 10-K. Based upon that evaluation, Mr. Glover and Mr. Packer concluded that the Trust's disclosure controls and procedures are effective in timely alerting them to material information relating to the Trust required to be included in the Trust's periodic SEC filings.

- (b) Management's Report on Internal Control over Financial Reporting.

Management of the Trust is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) under the Exchange Act. Management has assessed the effectiveness of the Trust's internal control over financial reporting as of December 31, 2018 using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control-Integrated Framework*. Based on that assessment, management believes that the Trust's internal control over financial reporting was effective as of December 31, 2018.

- (c) Attestation Report of Registered Public Accounting Firm.

The Trust's independent registered public accountants have issued an audit report on the Trust's internal control over financial reporting. This audit report appears on page F-1 of this Report.

- (d) Changes in Internal Control over Financial Reporting.

There were no changes in the Trust's internal control over financial reporting during the fourth quarter of 2018 that have materially affected, or are reasonably likely to materially affect, the Trust's internal control over financial reporting.

**Item 9B. Other Information.**

Not applicable.

**PART III**

**Item 10. Directors, Executive Officers and Corporate Governance.**

(a) Trustees:

| Name               | Age | Position and Offices Held with Registrant  | Period During Which Person Has Served in Office   |
|--------------------|-----|--|---|
| Maurice Meyer III  | 83  | Trustee, Chairman of the Trustees, Chairman of Audit Committee and Member of Nominating, Compensation and Governance Committee | Trustee since February 28, 1991; Chairman of Trustees since May 28, 2003; resigned February 25, 2019. |
| John R. Norris III | 65  | Trustee and Member of Nominating, Compensation and Governance Committee  | Trustee since June 7, 2000.   |
| David E. Barry     | 73  | Trustee, Member of Audit Committee and Member of Nominating, Compensation and Governance Committee                             | Trustee since January 12, 2017.   |

We believe Mr. Meyer's qualifications to serve as a Trustee include the wealth of knowledge and understanding concerning the Trust which he has gained in his 28 years of service as a Trustee. In addition, prior to his retirement, he spent his entire career in the securities industry which enables him to bring particularized expertise to provide guidance and assistance to management in administering the Trust's repurchases of Sub-shares prescribed by the terms of the Declaration of Trust. Mr. Meyer resigned as a Trustee and Chairman of the Board of Trustees effective February 25, 2019.

We believe Mr. Norris' qualifications to serve as a Trustee include his legal expertise and extensive background as a practicing attorney in Dallas, Texas which allows him to provide counsel and insight to his fellow Trustees and management with respect to the various legal issues which the Trust faces. In addition to his 18 years of experience as a Trustee, Mr. Norris advised and represented the Trust on legal matters for more than 17 years prior to his election as a Trustee.

We believe Mr. Barry's qualifications to serve as a Trustee include his legal expertise and knowledge gained over a 49 year career at Kelley Drye & Warren LLP, including representing the Trust for many years prior to his election as a Trustee, as well as his experience in commercial real estate including in Texas.

(b) Executive Officers:

| Name             | Age | Position and Offices Held with Registrant            | Period During Which Person Has Served in Office  |
|------------------|-----|--|--|
| Tyler Glover     | 34  | General Agent, Chief Executive Officer and Secretary | General Agent, Chief Executive Officer and Secretary as of November 5, 2016. Assistant General Agent from December 1, 2014 through November 5, 2016. Mr. Glover had previously served as Field Agent from September 2011 through December 1, 2014. |
| Robert J. Packer | 49  | General Agent and Chief Financial Officer            | General Agent as of November 5, 2016. Chief Financial Officer as of December 1, 2014. Mr. Packer had previously served as Accounting Supervisor from March 21, 2011 through December 1, 2014.  |

The Trustees hold office until their death, resignation or disqualification. In November 2016, the Trustees appointed Tyler Glover and Robert J. Packer as Co-General Agents of the Trust. The General Agent, Chief Executive Officer and Secretary and the General Agent and Chief Financial Officer hold office until their death, resignation, discharge or retirement. No Trustee or executive officer was selected to be an officer pursuant to any arrangement or understanding between him and any other person or persons other than the Trustees acting solely in their capacity as such.

- (c) Certain Significant Employees: Robert A. Crain, age 40, joined the Trust in June 2017 as the Executive Vice President of TPWR, the Trust's wholly-owned subsidiary formed in June 2017, to lead the operations of TPWR. Prior to joining the Trust, Mr. Crain was Water Resources Manager with EOG Resources where he led the development of EOG's water resource programs across multiple divisions including the Eagle Ford and Permian basins.

- (d) Family Relations: There are no family relationships among any of the Trustees and executive officers of the Trust.
- (e) Business Experience:

| Name of Trustee or Executive Officer                  | Principal Occupation or Employment During the Past Five Years   |
|---|---|
| Maurice Meyer III (Trustee through February 25, 2019) | Former Vice Chairman of Henderson Brothers; personal investments  |
| John R. Norris III                                    | Attorney; Norris & Weber, PLLC, Dallas, Texas   |
| David E. Barry  | President, Sidra Real Estate, Inc., formerly known as Donerail, Inc., since 2012; President, Tarka Resources, Inc. since 2012; retired Partner, Kelley Drye & Warren LLP, New York, New York  |
| Tyler Glover  | General Agent, Chief Executive Officer and Secretary as of November 5, 2016; Assistant General Agent of the Trust from December 1, 2014 through November 5, 2016; Field Agent for the Trust from September 2011 through December 1, 2014. |
| Robert J. Packer                                      | General Agent as of November 5, 2016; Chief Financial Officer of the Trust as of December 1, 2014; Accounting Supervisor of Texas Pacific Land Trust from March 2011 through December 1, 2014.  |

- (f) Involvement in Certain Legal Proceedings: During the past 10 years, no Trustee or executive officer has been involved in any event reportable under this caption.
- (g) Promoters and Control Persons: Not applicable.

**Section 16(a) Beneficial Ownership Reporting Compliance**

Section 16(a) of the Exchange Act requires the Trustees, the Trust’s executive officers and persons who beneficially own more than 10% of its Sub-share Certificates to file reports of ownership and changes in ownership with the Commission and to furnish the Trust with copies of all such reports they file. Based on the Trust’s review of the copies of such forms received by it, or written representations from certain reporting persons, the Trust believes that none of its Trustees, executive officers or persons who beneficially own more than 10% of the Sub-share Certificates failed to comply with Section 16(a) reporting requirements in 2018.

**Code of Ethics**

The Trust has adopted a Code of Conduct and Ethics applicable to its Chief Executive Officer, Chief Financial Officer and certain other employees. A copy of the Code of Ethics has been made available on the Trust’s corporate website. We maintain our website at [www.TPLTrust.com](http://www.TPLTrust.com). The information contained on our website is not part of this Report. We intend to disclose any amendment to, or waiver of, a provision of our Code of Conduct by filing a Current Report on Form 8-K with the SEC.

**Nominating, Compensation and Governance Committee; Changes in Procedures Regarding Nomination of Trustees**

There have been no material changes to the procedures by which security holders may recommend nominees to the Trust’s Board of Trustees. The Trust has a standing Nominating, Compensation and Governance Committee. The current members of the Nominating, Compensation and Governance Committee are Messrs. Norris and Barry. The Nominating, Compensation and Governance Committee has adopted a formal written charter (the “Nominating, Compensation and Governance Charter”). The Nominating, Compensation and Governance Committee is responsible for identifying and evaluating potential trustees in the event that a vacancy arises, determining compensation of the Trustees and the executive officers, and overseeing corporate governance matters. The Nominating, Compensation and Governance Charter is available on the Trust’s Internet website at [www.TPLTrust.com](http://www.TPLTrust.com).

## **Audit Committee**

The Trust has a standing Audit Committee of its Board of Trustees. The current members of the Audit Committee are Messrs. Barry and Norris. The Audit Committee has adopted a formal written charter (the "Audit Charter"). The Audit Committee is responsible for ensuring that the Trust has adequate internal controls and is required to meet with the Trust's auditors to review these internal controls and to discuss other financial reporting matters. The Audit Committee is also responsible for the appointment, pre-approval of work, compensation and oversight of the auditors. The Audit Charter is available on the Trust's Internet website at [www.TPLTrust.com](http://www.TPLTrust.com).

### **Audit Committee Financial Expert**

The Board of Trustees has determined that no current member of the Board of Trustees serving on the Trust's Audit Committee would meet the requirements of the definition of "audit committee financial expert" set forth in the applicable rules of the SEC. The terms of the Trust, which was established in 1888, and governing law would require an amendment of the Trust in order to add new Trustees who would satisfy the requirements of the definition. The Audit Committee consists of two independent Trustees, each of whom has been determined by the Board of Trustees to be qualified, in their judgment, to monitor the performance of management, the Trust's internal accounting operations and the independent auditors and to be qualified to monitor the disclosures of the Trust. In addition, the Audit Committee has the ability to retain its own independent accountants, attorneys and other advisors, whenever it deems appropriate, to advise it. As a result, the Board of Trustees believes that the time and expense involved in an amendment of the Trust, with no assurance that an individual meeting the requirements of the definition of "audit committee financial expert" could be persuaded to become a member of the Board of Trustees, would not be in the best interests of the Trust at this time.

## **Item 11. Executive Compensation.**

### **Compensation Discussion and Analysis**

The Trust's compensation program is designed to reward the performance of the Named Executive Officers (as defined below) in achieving the Trust's primary goals of protecting and maintaining the assets of the Trust. The compensation program consists principally of a salary and an annual cash bonus. Base salaries provide our Named Executive Officers with a steady income stream that is not contingent on the Trust's performance, while the addition of a cash bonus allows the Nominating, Compensation and Governance Committee flexibility to recognize and reward the Named Executive Officers' contributions to the Trust's performance in a given year. Salaries are reviewed annually and salary increases and the amounts of cash bonuses are determined by the Nominating, Compensation and Governance Committee of the Trustees based upon an evaluation of the Named Executive Officer's performance against the goals and objectives of the Trust. Differences in salary for the Named Executive Officers may reflect the differing responsibilities of their respective positions, the differing levels of experience of the individuals and internal pay equity considerations. The Nominating, Compensation and Governance Committee does not have a specific list of factors to which it assigns various weights and against which it measures the Named Executive Officers' performance in making its compensation decisions. The Committee's decisions are based on their overall impression of the Named Executive Officers' individual performances.

The Trust has not incorporated equity-related or other long-term compensation elements in its compensation programs. The Declaration of Trust pursuant to which the Trust was created empowers the Trustees to manage the lands with all the powers of an absolute owner. At their discretion, the Trustees may pay dividends to the certificate holders or repurchase and cancel outstanding certificates. In view of that general directive to the Trustees, the issuance of equity to executive officers has not been made a part of the Trust's compensation program.

As part of its compensation program the Trust maintains both a qualified defined benefit pension plan and a qualified defined contribution plan which are both available to employees generally, as well as to the Named Executive Officers. These plans are designed to assist employees in planning adequately for their retirement.

The Nominating, Compensation and Governance Committee has the sole authority to determine the compensation of the General Agent, Chief Executive Officer and Secretary and the General Agent and Chief Financial Officer of the Trust.

## Summary Compensation Table

The following table sets forth information concerning compensation for services in all capacities awarded to, earned by, or paid to, the Trust's Chief Executive Officer and its Chief Financial Officer, who are its only executive officers (collectively, the "Named Executive Officers"):

| Name and Position                         | Year | Salary     | Bonus        | Change in Actuarial Present Value of Accumulated Benefits <sup>(1)</sup> | All Other Compensation <sup>(2)(3)</sup> | Total        |
|---|------|------------|--------------|--|--|--------------|
| Tyler Glover                              | 2018 | \$ 480,167 | \$ 1,800,000 | \$ 13,358  | \$ 18,500                                | \$ 2,312,025 |
| General Agent, Chief Executive Officer    | 2017 | \$ 381,250 | \$ 300,000   | \$ 24,810  | \$ 18,000                                | \$ 724,060   |
| and Secretary (as of Nov. 5, 2016)        | 2016 | \$ 152,889 | \$ 30,000    | \$ 9,259   | \$ 9,173                                 | \$ 201,321   |
| Robert J. Packer                          | 2018 | \$ 480,167 | \$ 1,800,000 | \$ 30,611  | \$ 18,500                                | \$ 2,329,278 |
| General Agent and Chief Financial Officer | 2017 | \$ 381,250 | \$ 300,000   | \$ 42,639  | \$ 29,000                                | \$ 752,889   |
| (as of Nov. 5, 2016)                      | 2016 | \$ 165,556 | \$ 30,000    | \$ 19,563  | \$ 9,933                                 | \$ 225,052   |

- (1) Represents the aggregate change in the actuarial present value of the Named Executive Officer's accumulated benefit under all defined benefit and actuarial pension plans (including supplemental plans) from the pension plan measurement date used for financial statement reporting purposes with respect to the Trust's audited consolidated financial statements for the prior completed fiscal year to the pension plan measurement date used for financial statement reporting purposes with respect to the Trust's audited consolidated financial statements for the covered fiscal year.
- (2) Represents contributions by the Trust to the account of the Named Executive Officer under the Trust's defined contribution retirement plan.
- (3) The aggregate value of the perquisites and other personal benefits, if any, received by the Named Executive Officer for all years presented have not been reflected in the table because the amount was below the SEC's \$10,000 threshold for disclosure except for Mr. Packer, whose perquisites consisted of \$11,000 in automobile allowance for 2017.

## Pay Ratio Disclosure

For purposes of calculating the 2018 ratio of the median annual total compensation of all employees to the total annual compensation of the Chief Executive Officer, the Trust included base salary and annual bonus amounts in its calculation of annual total compensation. The Trust used December 31, 2018 as its measurement date. Base salary amounts were annualized for any employee who had less than a full year of service during 2018. Total compensation for Mr. Glover, the Trust's Chief Executive Officer, was determined to be \$2,280,167 and was approximately 20 times the median annual compensation of all Trust employees, excluding the Chief Executive Officer, of \$113,500. For purposes of this calculation, the Trust had 63 employees, excluding the Chief Executive Officer.

## Employment Agreements

The Trust is not a party to any employment agreements with any of its Named Executive Officers. There is no compensation plan or arrangement with respect to any individual named in the Summary Compensation Table that results, or will result, from the resignation, retirement or any other termination of such individual's employment or from a change in control of Texas Pacific or from a change in the individual's responsibilities following a change in control of Texas Pacific.

## Pension Benefits

| Name             | Plan Name   | Number of Years Credited Service | Actuarial Present Value of Accumulated Benefit | Payments During Last Fiscal Year |
|------------------|---|----------------------------------|--|----------------------------------|
| Tyler Glover     | Restated Texas Pacific Land Trust Revised Employees' Pension Plan | 6.0                              | \$ 59,830                                      | \$ —                             |
| Robert J. Packer | Restated Texas Pacific Land Trust Revised Employees' Pension Plan | 6.5                              | \$ 124,000                                     | \$ —                             |

The Restated Texas Pacific Land Trust Revised Employees' Pension Plan is a noncontributory defined benefit pension plan qualified under Section 401 of the Internal Revenue Code in which our employees, excluding the Trustees, participate. The remuneration covered by the Plan is Salary. The Plan provides a normal retirement benefit beginning at age 65 equal to 1.5% of a participant's average Salary for the last five years prior to retirement for each year of Credited Service under the Plan. Credited Service is earned from the participant's date of membership in the Plan, which is generally not the participant's date of hire by the Trust. For information concerning the valuation method and material assumptions used in quantifying the present value of the Named Executive Officers' current accrued benefits, see Note 6, "Employee Benefit Plans" of the Notes to Financial Statements incorporated by reference in Item 8 of this Report.

As of December 31, 2018, the annual accrued normal retirement benefits are estimated to be \$16,061 and \$18,208 for Mr. Glover and Mr. Packer, respectively.

The Plan provides for early retirement after 20 years of service with the Trust. Early retirement benefits are calculated in the same manner as the normal retirement benefit, but are reduced by 1/15 for each of the first five years and 1/30 for each of the next five years that benefits commence prior to normal retirement. If benefits commence more than 10 years prior to normal retirement, the early retirement benefit payable at age 55 is reduced actuarially for the period prior to age 55. Mr. Glover and Mr. Packer are not currently eligible for early retirement benefits.

## Trustee Compensation Table

The following table sets forth information concerning compensation paid to the Trustees for 2018:

| Name               | Fees Earned or Paid in Cash | Total      |
|--------------------|-----------------------------|------------|
| Maurice Meyer III  | \$ 104,000                  | \$ 104,000 |
| John R. Norris III | \$ 104,000                  | \$ 104,000 |
| David E. Barry     | \$ 104,000                  | \$ 104,000 |

During 2018, the Trustees determined that an increase in the compensation paid to the Trustees would be appropriate, effective January 1, 2018. The new annual amount of compensation payable to each Trustee, including the Chairman, is \$104,000, which, after inflation, yields approximately the same value as the \$2,000 amount set forth in the Declaration of Trust in 1888, when no income taxes were in effect. Trustees do not receive additional compensation for service on a committee or for attendance at meetings.

## Compensation Committee Interlocks and Insider Participation

Each of the Trustees is a member of the Nominating, Compensation and Governance Committee of the Trustees. None of the Trustees is, or has been in the past, an officer or employee of the Trust. None of the Trustees had any relationship requiring disclosure by the Trust pursuant to Item 404 of Regulation S-K. There are no interlocking relationships requiring disclosure by the Trust pursuant to Item 407(e)(4)(iii) of Regulation S-K.

## Compensation Committee Report

The Nominating, Compensation and Governance Committee has reviewed and discussed the Compensation Discussion and Analysis section of this Item 11 and, based on such review and discussion, recommended that it be included in this Report.

John R. Norris III  
David E. Barry

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Security Holder Matters.**

The Trust does not maintain any compensation plans (or individual compensation arrangements) under which equity securities of the Trust are authorized for issuance.

- (a) Security Ownership of Certain Beneficial Owners: The following table sets forth information as to all persons known to the Trust to be the beneficial owner of more than 5% of the Trust's voting securities (Certificates of Proprietary Interest and Sub-share Certificates) as of February 14, 2019. The Certificates of Proprietary Interest and Sub-share Certificates are freely interchangeable in the ratio of one Certificate of Proprietary Interest for 3,000 Sub-shares or 3,000 Sub-shares for one Certificate of Proprietary Interest, and are deemed to constitute a single class.

| Name and Address  | Number of Securities Beneficially Owned | Type of Securities     | Percent of Class |
|---|---|------------------------|------------------|
| Horizon Kinetics LLC (1)<br>470 Park Avenue South, 4th Floor South,<br>New York, New York 10016 | 1,837,051                               | Sub-share Certificates | 23.7%            |

- (1) The information set forth is based on a joint filing on Schedule 13D/A No.3 made on July 23, 2018 by Horizon Kinetics LLC ("Horizon"), Kinetics Asset Management, LLC ("Kinetics"), Horizon Asset Management LLC ("HAM") and Kinetics Advisors, LLC ("Advisors"). According to the filing, Horizon has shared voting power and shared dispositive power with respect to 1,837,051 of the Sub-share Certificates, Kinetics has sole voting power and sole dispositive power with respect to 715,093 of the Sub-share Certificates, HAM has sole voting power and dispositive power with respect to 1,079,087 of the Sub-share Certificates, and Advisors has sole voting power and dispositive power with respect to 42,871 of the Sub-share Certificates. The filing indicates that Horizon is a holding company and Kinetics, HAM and Advisors are investment advisers and that the Sub-share Certificates were acquired for investment purposes.
- (b) Security Ownership of Management: The following table sets forth information as to equity securities (Certificates of Proprietary Interest and Sub-share Certificates) beneficially owned directly or indirectly as of February 14, 2019 by all Trustees and Named Executive Officers, naming them, and by all Trustees and executive officers of the registrant, as a group:

| Title and Class <sup>(1)</sup> | Name of Beneficial Owner             | Amount and Nature of Ownership on February 14, 2019 | Percent of Class |
|--------------------------------|--------------------------------------|---|------------------|
| Sub-share Certificates         | Maurice Meyer III                    | 60,546 <sup>(2)</sup>                               | *                |
| Sub-share Certificates         | John R. Norris III                   | 1,000   | *                |
| Sub-share Certificates         | David E. Barry                       | 300   | *                |
| Sub-share Certificates         | Tyler Glover                         | 100   | *                |
| Sub-share Certificates         | Robert J. Packer                     | 200   | *                |
| Sub-share Certificates         | All Trustees and Officers as a Group | 62,146  | *                |

\* Indicates ownership of less than 1% of the class.

- (1) The Certificates of Proprietary Interest and Sub-share Certificates are freely interchangeable in the ratio of one Certificate of Proprietary Interest for 3,000 Sub-shares or 3,000 Sub-shares for one Certificate of Proprietary Interest, and are deemed to constitute a single class. On February 14, 2019, no Trustee or executive officer was the beneficial owner, directly or indirectly, of any Certificates of Proprietary Interest.
- (2) Does not include 11,500 Sub-shares owned by the wife of Mr. Meyer with respect to which Mr. Meyer disclaims any beneficial ownership.
- (c) Changes in Control: Texas Pacific has no knowledge of any arrangement that may result in any change of control of the Trust.

**Item 13. Certain Relationships and Related Transactions, and Director Independence.**

- (a) Transactions with Related Persons: There are no significant reportable transactions or currently proposed transactions between Texas Pacific and any Trustee or executive officer of Texas Pacific or any 5% security holder of Texas Pacific or any member of the immediate family of any of the foregoing persons.
- (b) Review, Approval or Ratification of Transactions with Related Persons: Transactions with Trustees, executive officers or 5% or greater stockholders, or immediate family members of the foregoing, which might require disclosure pursuant to paragraph (a), above, would be subject to review, approval or ratification by the Nominating, Compensation and Governance Committee of the Trustees. That Committee is composed of all of the Trustees. The Committee's charter empowers it to review any transactions, including loans, which may confer any benefit upon any Trustee, executive officer or affiliated entity to confirm compliance with the Trust's Code of Conduct and Ethics and applicable law. The Committee has not adopted specific standards for evaluating such transactions beyond that mentioned above, because it is the sense of the Trustees that the activities and procedures of the Committee should remain flexible so that it may appropriately respond to changing circumstances.
- (c) Transactions with Promoters: Not applicable.
- (d) Independence: Each Trustee is an "independent director" within the meaning of the applicable rules of the New York Stock Exchange. Each member of the Audit and the Nominating, Compensation and Governance Committees of the Trustees is "independent" within the meaning of the applicable committee independence standards of the New York Stock Exchange.

**Item 14. Principal Accountant Fees and Services.**

All professional services rendered by Lane Gorman Trubitt, LLC ("Lane Gorman Trubitt") during 2018 and 2017 were furnished at customary rates. A summary of the fees which Lane Gorman Trubitt billed the Trust for services provided in 2018 and 2017 is set forth below:

**Audit Fees.** Lane Gorman Trubitt billed the Trust approximately \$174,250 in 2018 and \$112,600 in 2017 in connection with its audits of the consolidated financial statements and internal controls over financial reporting of the Trust in 2018 and 2017.

**Audit-Related Fees.** Lane Gorman Trubitt did not bill the Trust any amount for audit-related services in either 2018 or 2017 not included in "Audit Fees", above.

**Tax Fees.** Lane Gorman Trubitt did not bill the Trust for any tax fees in 2018 or 2017.

**All Other Fees.** Lane Gorman Trubitt did not bill the Trust any other fees in either 2018 or 2017.

The Audit Committee has established a policy requiring approval by it of all fees for audit and non-audit services to be provided by the Trust's independent registered public accountants, prior to commencement of such services. Consideration and approval of fees generally occurs at the Committee's regularly scheduled meetings or, to the extent that such fees may relate to other matters to be considered at special meetings, at those special meetings.

None of the fees described above under the captions "Audit-Related Fees," "Tax Fees" and "All Other Fees" were approved by the Committee pursuant to the "de minimis" exception set forth in Rule 2-01(c)(7)(i)(C) under SEC Regulation S-X.

**PART IV**

**Item 15. Exhibits and Financial Statement Schedules.**

(a) Financial Statements.

See “Index to Financial Statements.”

(b) Exhibits.

**EXHIBIT INDEX**

| <b>Exhibit<br/>Number</b>      | <b>Description</b>   |
|--------------------------------|--|
| 2.1*                           | <a href="#"><u>Purchase and Sale Agreement dated November 21, 2018 by and between Texas Pacific Land Trust and WPX Energy Permian, LLC.</u></a>  |
| 3.1                            | <a href="#"><u>Texas Pacific Land Trust, Declaration of Trust, dated February 1, 1888, by Charles J. Canda, Simeon J. Drake, and William Strauss, Trustees (incorporated herein by reference to Exhibit 3.1 to the Trust’s Annual Report on Form 10-K for the year ended December 31, 2002 (File No. 001-00737)).</u></a>  |
| 21.1*                          | <a href="#"><u>Subsidiaries of the Trust</u></a>   |
| 31.1*                          | <a href="#"><u>Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Exchange Act.</u></a>   |
| 31.2*                          | <a href="#"><u>Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Exchange Act.</u></a>   |
| 32.1*                          | <a href="#"><u>Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u></a>   |
| 32.2*                          | <a href="#"><u>Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u></a>   |
| 101*                           | The following materials from the Trust’s Annual Report on Form 10-K for the year ended December 31, 2018, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets; (ii) Consolidated Statements of Income and Total Comprehensive Income; (iii) Consolidated Statements of Net Proceeds from All Sources and (iv) Consolidated Statements of Cash Flows. |
| * Filed or furnished herewith. |  |
| (c) Not applicable.            |  |

**Item 16. Form 10-K Summary.**

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 28th day of February, 2019.

TEXAS PACIFIC LAND TRUST

By: /s/ Tyler Glover

Tyler Glover  
General Agent, Chief Executive Officer and  
Secretary

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on the 28th day of February, 2019.

| <b>Signature</b>                                    | <b>Title(s)</b>  |
|---|--|
| <u>/s/ Tyler Glover</u><br>Tyler Glover             | General Agent, Chief Executive Officer<br>and Secretary (Principal Executive Officer)                          |
| <u>/s/ Robert J. Packer</u><br>Robert J. Packer     | General Agent and Chief Financial Officer<br>(Principal Financial Officer and Principal<br>Accounting Officer) |
| <u>/s/ John R. Norris III</u><br>John R. Norris III | Co-Chairman of the Trustees  |
| <u>/s/ David E. Barry</u><br>David E. Barry         | Co-Chairman of the Trustees  |

Item 15(a). Financial Statements.

INDEX TO FINANCIAL STATEMENTS

| <b>Consolidated Financial Statements</b>  | <b>Page</b>         |
|---|---------------------|
| <a href="#">Report of Independent Registered Public Accounting Firm</a>   | <a href="#">F-1</a> |
| <a href="#">Consolidated Balance Sheets – December 31, 2018 and 2017</a>  | <a href="#">F-3</a> |
| <a href="#">Consolidated Statements of Income and Total Comprehensive Income – Years Ended December 31, 2018, 2017 and 2016</a> | <a href="#">F-4</a> |
| <a href="#">Consolidated Statements of Net Proceeds From All Sources – Years Ended December 31, 2018, 2017 and 2016</a>         | <a href="#">F-5</a> |
| <a href="#">Consolidated Statements of Cash Flows – Years Ended December 31, 2018, 2017 and 2016</a>                            | <a href="#">F-6</a> |
| <a href="#">Notes to Consolidated Financial Statements</a>  | <a href="#">F-7</a> |

All schedules have been omitted because the required information is contained in the consolidated financial statements or related notes, or is not applicable or immaterial.



## **Report of Independent Registered Public Accounting Firm**

To the Trustees and Certificate Holders  
Texas Pacific Land Trust

### **Opinions on the Financial Statements and Internal Control over Financial Reporting**

We have audited the accompanying consolidated balance sheets of Texas Pacific Land Trust (the “Trust”) as of December 31, 2018 and 2017, and the related consolidated statements of income and total comprehensive income, net proceeds from all sources, and cash flows for each of the years in the three-year period ended December 31, 2018, and the related notes (collectively referred to as the “financial statements”). We also have audited the Trust’s internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”).

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Trust as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2018, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Trust maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by COSO.

### **Basis for Opinion**

The Trust’s management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Trust’s financial statements and an opinion on the Trust’s internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Trust in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the financial statements included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

### **Definition and Limitations of Internal Control over Financial Reporting**

A trust's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A trust's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Trust; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Trust are being made only in accordance with authorizations of management and directors of the Trust; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Trust's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

**LANE GORMAN TRUBITT, LLC**

We have served as the Trust's auditor since 2005.

Dallas, Texas  
February 28, 2019

**TEXAS PACIFIC LAND TRUST**  
**CONSOLIDATED BALANCE SHEETS**  
(in thousands, except shares and per share amounts)

|  | <b>December 31, 2018</b> | <b>December 31, 2017</b> |
|--|--------------------------|--------------------------|
| <b>ASSETS</b>  |                          |                          |
| Cash and cash equivalents  | \$ 119,647               | \$ 79,580                |
| Accrued receivables  | 48,750                   | 17,773                   |
| Other assets   | 7,683                    | 849                      |
| Prepaid income taxes   | 9,398                    | 1,202                    |
| Property, plant and equipment, net of accumulated depreciation of \$3,012 and \$463 in 2018 and 2017, respectively   | 64,802                   | 19,516                   |
| Real estate acquired   | 10,492                   | 1,115                    |
| Royalty interests acquired   | 24,303                   | —                        |
| Real estate and royalty interests assigned through the 1888 Declaration of Trust, no value assigned:   |                          |                          |
| Land (surface rights)  | —                        | —                        |
| 1/16th nonparticipating perpetual royalty interest   | —                        | —                        |
| 1/128th nonparticipating perpetual royalty interest  | —                        | —                        |
| Total assets   | <u>\$ 285,075</u>        | <u>\$ 120,035</u>        |
| <b>LIABILITIES AND CAPITAL</b>   |                          |                          |
| Accounts payable and accrued expenses  | \$ 10,505                | \$ 5,608                 |
| Income taxes payable   | 1,607                    | 851                      |
| Deferred taxes payable   | 14,903                   | 114                      |
| Unearned revenue   | 13,369                   | 8,364                    |
| Total liabilities  | <u>40,384</u>            | <u>14,937</u>            |
| Commitments and contingencies  | —                        | —                        |
| Capital:   |                          |                          |
| Certificates of Proprietary Interest, par value \$100 each; none outstanding   | —                        | —                        |
| Sub-share Certificates in Certificates of Proprietary Interest, par value \$0.03 1/3 each; outstanding 7,762,414 and 7,821,599 Sub-shares in 2018 and 2017, respectively | —                        | —                        |
| Accumulated other comprehensive loss   | (1,078)                  | (804)                    |
| Net proceeds from all sources  | 245,769                  | 105,902                  |
| Total capital  | <u>244,691</u>           | <u>105,098</u>           |
| Total liabilities and capital  | <u>\$ 285,075</u>        | <u>\$ 120,035</u>        |

See accompanying notes to consolidated financial statements.

**TEXAS PACIFIC LAND TRUST**  
**CONSOLIDATED STATEMENTS OF INCOME AND TOTAL COMPREHENSIVE INCOME**  
(in thousands, except shares and per share amounts)

|  | Years Ended December 31, |                  |                  |
|--|--------------------------|------------------|------------------|
|  | 2018                     | 2017             | 2016             |
| <b>Revenues:</b>   |                          |                  |                  |
| Oil and gas royalties  | \$ 123,834               | \$ 58,418        | \$ 28,385        |
| Easements and sundry income  | 88,739                   | 69,957           | 26,156           |
| Water sales and royalties  | 63,913                   | 25,536           | 8,125            |
| Sale of oil and gas royalty interests  | 18,875                   | —                | —                |
| Land sales   | 4,367                    | 220              | 2,945            |
| Other operating income   | 492                      | 503              | 498              |
|  | <u>300,220</u>           | <u>154,634</u>   | <u>66,109</u>    |
| <b>Expenses:</b>   |                          |                  |                  |
| Salaries and related employee expenses   | 18,433                   | 3,774            | 1,446            |
| Water service-related expenses   | 11,168                   | 491              | —                |
| General and administrative expenses  | 4,704                    | 1,523            | 931              |
| Legal and professional fees  | 2,498                    | 3,523            | 778              |
| Depreciation and amortization  | 2,583                    | 376              | 43               |
|  | <u>39,386</u>            | <u>9,687</u>     | <u>3,198</u>     |
| Operating income   | 260,834                  | 144,947          | 62,911           |
| Other income (expense)   | 916                      | 114              | (15)             |
| Income before income taxes   | 261,750                  | 145,061          | 62,896           |
| <b>Income taxes:</b>   |                          |                  |                  |
| Current  | 37,200                   | 46,864           | 22,041           |
| Deferred   | 14,814                   | 966              | (1,420)          |
|  | <u>52,014</u>            | <u>47,830</u>    | <u>20,621</u>    |
| Net income   | <u>\$ 209,736</u>        | <u>\$ 97,231</u> | <u>\$ 42,275</u> |
| Amortization of net actuarial costs and prior service costs, net of income taxes of \$14, \$38, and \$49, respectively |                          |                  |                  |
|  | 50                       | 70               | 91               |
| Net actuarial (loss) gain on pension plan net of income taxes of (\$38), \$46, and \$107, respectively                 |                          |                  |                  |
|  | (144)                    | 86               | 198              |
| Total other comprehensive gain (loss)  | (94)                     | 156              | 289              |
| Total comprehensive income   | <u>\$ 209,642</u>        | <u>\$ 97,387</u> | <u>\$ 42,564</u> |
| Net income per Sub-share Certificate - basic and diluted   | <u>\$ 26.93</u>          | <u>\$ 12.38</u>  | <u>\$ 5.29</u>   |
| Weighted average number of Sub-share Certificates outstanding  | <u>7,787,407</u>         | <u>7,854,705</u> | <u>7,989,030</u> |

See accompanying notes to consolidated financial statements.

**TEXAS PACIFIC LAND TRUST**  
**CONSOLIDATED STATEMENTS OF NET PROCEEDS FROM ALL SOURCES**  
(in thousands, except shares and per share amounts)

|  | Sub-share<br>Certificates of<br>Proprietary<br>Interest | Accumulated<br>Other<br>Comprehensive<br>Income (Loss) | Net Proceeds<br>From All<br>Sources | Total<br>Capital |
|--|---|--|-------------------------------------|------------------|
| Balances at December 31, 2015  | 8,118,064   | \$ (1,249)   | \$ 46,936                           | \$ 45,687        |
| Net income   | —   | —  | 42,275                              | 42,275           |
| Periodic pension costs, net of income taxes of \$156   | —   | 289  | —                                   | 289              |
| Repurchase and retirement of Sub-share Certificates in<br>Certificates of Proprietary Interest | (190,750)   | —  | (33,085)                            | (33,085)         |
| Dividends paid — \$0.31 per Sub-share Certificate  | —   | —  | (2,507)                             | (2,507)          |
| Balances at December 31, 2016  | 7,927,314   | (960)  | 53,619                              | 52,659           |
| Net income   | —   | —  | 97,231                              | 97,231           |
| Periodic pension costs, net of income taxes of \$84  | —   | 156  | —                                   | 156              |
| Repurchase and retirement of Sub-share Certificates in<br>Certificates of Proprietary Interest | (105,715)   | —  | (34,267)                            | (34,267)         |
| Regular dividends paid — \$0.35 per Sub-share Certificate                                      | —   | —  | (2,769)                             | (2,769)          |
| Special dividends paid — \$1.00 per Sub-share Certificate                                      | —   | —  | (7,912)                             | (7,912)          |
| Balances at December 31, 2017  | 7,821,599   | (804)  | 105,902                             | 105,098          |
| Net income   | —   | —  | 209,736                             | 209,736          |
| Periodic pension costs, net of income taxes of (\$24)  | —   | (274)  | 180                                 | (94)             |
| Repurchase and retirement of Sub-share Certificates in<br>Certificates of Proprietary Interest | (59,185)  | —  | (38,397)                            | (38,397)         |
| Regular dividends paid — \$1.05 per Sub-share Certificate                                      | —   | —  | (8,206)                             | (8,206)          |
| Special dividends paid — \$3.00 per Sub-share Certificate                                      | —   | —  | (23,446)                            | (23,446)         |
| Balances at December 31, 2018  | 7,762,414   | \$ (1,078)   | \$ 245,769                          | \$ 244,691       |

See accompanying notes to consolidated financial statements.

**TEXAS PACIFIC LAND TRUST**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)

|  | Years Ended December 31, |                  |                  |
|--|--------------------------|------------------|------------------|
|  | 2018                     | 2017             | 2016             |
| <b>Cash flows from operating activities:</b>   |                          |                  |                  |
| Net income   | \$ 209,736               | \$ 97,231        | \$ 42,275        |
| <b>Adjustments to reconcile net income to net cash provided by operating activities:</b> |                          |                  |                  |
| Deferred taxes   | 14,789                   | 1,100            | (1,264)          |
| Depreciation and amortization  | 2,583                    | 376              | 43               |
| (Gain) loss on disposal of fixed assets  | (2)                      | (4)              | 8                |
| <b>Changes in operating assets and liabilities:</b>                                      |                          |                  |                  |
| Accrued receivables and other assets   | (37,824)                 | (12,022)         | (2,721)          |
| Income taxes payable   | 756                      | (986)            | 1,316            |
| Prepaid income taxes   | (8,196)                  | (1,202)          | —                |
| Unearned revenue   | 5,024                    | 4,399            | 1,389            |
| Accounts payable, accrued expenses and other liabilities                                 | 4,783                    | 4,938            | (89)             |
| <b>Cash provided by operating activities</b>   | <b>191,649</b>           | <b>93,830</b>    | <b>40,957</b>    |
| <b>Cash flows from investing activities:</b>   |                          |                  |                  |
| Proceeds from sale of fixed assets   | 25                       | 27               | 18               |
| Acquisition of real estate   | (9,377)                  | —                | —                |
| Acquisition of royalty interests   | (24,303)                 | —                | —                |
| Purchase of fixed assets   | (47,878)                 | (18,747)         | (977)            |
| Cash used in investing activities  | (81,533)                 | (18,720)         | (959)            |
| <b>Cash flows from financing activities:</b>   |                          |                  |                  |
| Purchase of Sub-share Certificates in Certificates of Proprietary Interest               | (38,397)                 | (34,267)         | (33,085)         |
| Dividends paid   | (31,652)                 | (10,681)         | (2,507)          |
| Cash used in financing activities  | (70,049)                 | (44,948)         | (35,592)         |
| <b>Net increase in cash and cash equivalents</b>   | <b>40,067</b>            | <b>30,162</b>    | <b>4,406</b>     |
| Cash and cash equivalents, beginning of period   | 79,580                   | 49,418           | 45,012           |
| <b>Cash and cash equivalents, end of period</b>  | <b>\$ 119,647</b>        | <b>\$ 79,580</b> | <b>\$ 49,418</b> |
| <b>Supplemental disclosure of cash flow information:</b>                                 |                          |                  |                  |
| Income taxes paid  | \$ 45,876                | \$ 49,002        | \$ 20,725        |

See accompanying notes to consolidated financial statements.

**TEXAS PACIFIC LAND TRUST**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Organization and Description of Business Segments**

Texas Pacific Land Trust (which, together with its subsidiaries as the context requires, may be referred to as “Texas Pacific”, the “Trust”, “our”, “we” or “us”) is one of the largest landowners in the State of Texas with approximately 900,000 acres of land in West Texas. Texas Pacific was organized under a Declaration of Trust, dated February 1, 1888, to receive and hold title to extensive tracts of land in the State of Texas, previously the property of the Texas and Pacific Railway Company, and to issue transferable Certificates of Proprietary Interest pro rata to the original holders of certain debt securities of the Texas and Pacific Railway Company.

The Trust announced the formation of Texas Pacific Water Resources LLC (“TPWR”) in June 2017. TPWR, a single member LLC and wholly owned subsidiary of the Trust, focuses on providing a full-service water offering to operators in the Permian Basin. These services include, but are not limited to, brackish water sourcing, produced-water gathering/treatment/recycling, infrastructure development/construction, disposal, water tracking, analytics and well testing services.

The Trust is organized to manage land, including royalty interests, for the benefit of its owners. The Trust’s income is derived primarily from oil, gas and water royalties, sales of water and land, easements and leases of the land.

We operate our business in two segments: Land and Resource Management and Water Service and Operations. Our segments provide management with a comprehensive financial view of our key businesses. The segments enable the alignment of strategies and objectives of the Trust and provide a framework for timely and rational allocation of resources within businesses. See Note 10, “Business Segment Reporting” for further information regarding our segments.

**2. Summary of Significant Accounting Policies**

***Principles of Consolidation and Basis of Presentation***

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and include our consolidated accounts and the accounts of our wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

***Use of Estimates***

The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of income and expenses during the reporting period. Actual results could differ from those estimates.

***Revenue Recognition***

***Oil and Gas Royalties***

Oil and gas royalties are received in connection with royalty interests owned by the Trust. Oil and gas royalties are reported net of production taxes and are recognized as revenue when crude oil and gas products are removed from the respective mineral reserve locations. Oil and gas royalty payments are generally received one to three months after the crude oil and gas products are removed. An accrual is included in accrued receivables for amounts not received during the month removed based on historical trends.

The oil and gas royalties which the Trust receives are dependent upon the market prices for oil and gas. The market prices for oil and gas are subject to national and international economic and political conditions and, in the past, have been subject to significant price fluctuations.

The Trust has analyzed public reports of drilling activities by the oil companies operating where the Trust has an oil and gas royalty interest in an effort to identify unpaid royalties associated with royalty interests owned by the Trust. Rights to certain

oil and gas royalties believed by the Trust to be due and payable may be subject to dispute with the oil company involved as a result of disagreements with respect to drilling and related engineering information. Disputed oil and gas royalties are recorded when these contingencies are resolved.

#### *Easements and Sundry Income*

Easement contracts represent contracts which permit companies to install pipe lines, pole lines and other equipment on land owned by the Trust. Easement income is recognized upon the execution of the easement agreement as at that point in time, the Trust has satisfied its performance obligation and the customer has legal control. When the Trust receives a signed contract and payment, the Trust makes available the respective parcel of land to the grantee. Though a small number of payments received are for perpetual easements, the vast majority are for terms of ten years.

Sundry income includes lease income related to leasing arrangements to companies in a wide array of industries, including: agricultural, oil and gas, construction, wind power and other industries. Lease income is recognized when earned. These leases generally require fixed annual payments or royalties and lease terms generally range from month-to-month arrangements to ten years. Lease cancellations are allowed. Advance lease payments are deferred and amortized over the appropriate accounting period. Lease payments not received are included in accrued receivables. Additionally, sundry income includes permit income and material sales. Revenue from these sources is recognized when earned.

#### *Water Sales and Royalties*

Water revenues encompass direct sales of water to operators and other customers and royalties received pursuant to legacy agreements with operators. The earnings cycle for both revenue streams is complete upon delivery of water. Water revenues are recognized as earned.

#### *Land Sales*

Income is recognized on land sales during the periods in which such sales are closed and sufficient amounts of cash down payments are received using the full accrual method of gain recognition. For income tax purposes, land sales are recognized on the installment method. The sales price of land sales are reflected as income and the cost of the respective parcels of land are reflected as expenses as these parcels of land are not primarily held as income-producing "operating" properties.

#### *Sales of Oil and Gas Royalty Interests*

Income is recognized on sales of oil and gas royalty interests when earned.

#### *Cash and Cash Equivalents*

The Trust considers investments in bank deposits, money market funds and highly-liquid cash investments with original maturities of three months or less to be cash equivalents.

#### *Accrued Receivables*

Accrued receivables consist primarily of amounts due under oil and gas royalty leases, water sales or royalty agreements, and sundry leases. Accrued receivables are reflected at their net realizable value based on historical royalty and lease receipt information and other factors anticipated to affect valuation. A valuation allowance is recorded if amounts expected to be received are considered impaired. No allowance was considered necessary at December 31, 2018 and 2017.

#### *Property, Plant and Equipment*

Property, plant and equipment is carried at cost. Maintenance and repair costs are expensed as incurred. The Trust capitalizes the cost of software developed by a third party for the Trust's internal use. Costs associated with our development of water well fields and re-use facilities are capitalized. We account for depreciation of property, plant and equipment on the straight-line method over the estimated useful lives of the assets. Depreciable lives by category are as follows:

|   |    |    |    |
|---|----|----|----|
| Fencing, water wells and water well fields (in years) | 10 | to | 15 |
| Software developed for internal use (in years)        |    |    | 5  |
| Office furniture, equipment and vehicles (in years)   | 5  | to | 7  |

### ***Real Estate Acquired***

While the Trust is generally not a purchaser of land, parcels are purchased from time to time. Newly acquired real estate is recorded at cost. Real estate acquired through foreclosure is recorded at the aggregate of the outstanding principal balance, accrued interest, past due ad valorem taxes, and other fees incurred relating to the foreclosure.

Real estate acquired is carried at the lower of cost or market. Valuations are periodically performed or obtained by management whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Impairments, if any, are recorded by a charge to net income and a valuation allowance if the carrying value of the property exceeds its estimated fair value. Minimal real estate improvements are made to land.

### ***Royalty Interests Acquired***

Royalty interests acquired are carried at the lower of cost or market. Valuations are periodically performed or obtained by management whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Impairments, if any, are recorded by a charge to net income and a valuation allowance if the carrying value of the royalty interest exceeds its estimated fair value. Depletion is recorded on a units of production basis. There was no significant depletion activity for the year ended December 31, 2018. There was no depletion expense for the years ended December 31, 2017 and 2016, respectively, as the Trust had no depletable royalty interests during those periods.

### ***Real Estate and Royalty Interests Assigned Through the 1888 Declaration of Trust***

The fair market value of the Trust's land and royalty interests that were assigned through the 1888 Declaration of Trust, (the "Assigned") land and royalty interests, was not determined in 1888 when the Trust was formed; therefore, no value is assigned in the accompanying consolidated balance sheets to the Assigned land and royalty interests, Certificates of Proprietary Interest, and Sub-share Certificates in Certificates of Proprietary Interest. Consequently, in the consolidated statements of income and total comprehensive income, no allowance is made for depletion and no cost is deducted from the proceeds of sales of the Assigned land and royalty interests. Even though the 1888 value of real properties cannot be precisely determined, it has been concluded that the effect of this matter can no longer be significant to the Trust's financial position or results of operations. For Federal income tax purposes, however, deductions are made for depletion, computed on the statutory percentage basis of income received from royalties. Minimal real estate improvements are made to land.

### ***Income Taxes***

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carry-forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

When tax returns are filed, it is highly certain that some positions taken would be sustained upon examination by the taxing authorities, while others are subject to uncertainty about the merits of the position taken or the amount of the position that would be ultimately sustained. The benefit of a tax position is recognized in the financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefit that is more than 50% likely of being realized upon settlement with the applicable taxing authority. The portion of the benefits associated with tax positions taken that exceeds the amount measured as described above is reflected as a liability for unrecognized tax benefits in the accompanying balance sheet along with any associated interest and penalties that would be payable to the taxing authorities upon examination. The liability for unrecognized tax benefits is zero at December 31, 2018 and 2017.

### ***Concentrations of Credit Risk***

We invest our cash and cash equivalents among two major financial institutions and U.S. Treasury bills (with maturities less than three months) in an attempt to minimize exposure to any one of these entities. As of December 31, 2018 and 2017, we had cash and cash equivalents deposited in our financial institutions in excess of federally-insured levels. We regularly monitor the financial condition of these financial institutions and believe that we are not exposed to any significant credit risk in cash and cash equivalents.

### ***Net Income per Sub-share Certificate***

Net income per Sub-share Certificate is based on the weighted average number of Sub-share Certificates in Certificates of Proprietary Interest and equivalent Sub-share Certificates of Proprietary Interest outstanding during each period.

### ***Purchases and Retirements of Sub-share Certificates***

The costs of Sub-share Certificates purchased and retired are charged to net proceeds from all sources.

### ***Comprehensive Income (Loss)***

Comprehensive income (loss) consists of net income and other gains and losses affecting capital that, under GAAP, are excluded from net income.

### ***Significant Customers***

Two customers represented, in the aggregate, 31.3%, 26.5% and 23.7% of the Trust's total revenues (prior to any revenue deferral) for the years ended December 31, 2018, 2017 and 2016, respectively.

### ***Reclassifications***

Certain financial information on the consolidated statements of income for the years ended December 31, 2017 and 2016 have been revised to conform to the current year presentation. These revisions affected the classification of certain expense items from one expense line item to another expense line item. Total expenses were not affected by these reclassifications.

### ***Recently Adopted Accounting Guidance***

#### ***Revenue Recognition***

In May 2014, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue Recognition (Topic 606): Revenue from Contracts with Customers." The ASU provides a five-step revenue recognition model in which an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU allows for a practical expedient for companies to exclude sales or similar taxes collected from customers from the transaction price. Additionally, the ASU requires disclosures sufficient to enable users to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers, including qualitative and quantitative disclosures about contracts with customers, significant judgments and changes in judgments, and assets recognized from the costs to obtain or fulfill a contract.

The most significant impact of the new standard relates to our accounting for easement agreements and to a lesser extent oil and gas royalties. Specifically, we recognize revenue for term easements upon execution of these agreements, and as a result, we no longer defer revenue on our term easements. Historically, oil and gas royalties have been adjusted for production taxes paid by operators with a charge to taxes, other than income taxes and a corresponding increase to revenue. We elected the practical expedient allowed by the ASU and exclude production taxes from revenue. Revenue recognition related to our land sales and other sundry income will remain substantially unchanged. Adoption of the standard resulted in (i) the acceleration of easement and sundry income as unearned revenue decreased, (ii) a reduction in oil and gas royalty revenue with a corresponding reduction in taxes, other than income taxes, and (iii) an increase in deferred income tax expense for the years ended December 31, 2017 and 2016.

We adopted the new standard on January 1, 2018 applying the full retrospective method with optional practical expedients. Adoption of the standard using the full retrospective method required us to restate certain previously reported results as though the new standard had always been in effect.

Adoption of the standard related to revenue recognition impacted our previously reported results as follows (in thousands, except per share amounts):

|   | As reported | New Revenue<br>Standard<br>Adjustment | As Adjusted |
|---|-------------|---------------------------------------|-------------|
| <b>Consolidated Statements of Income:</b>   |             |                                       |             |
| <i>For the year ended December 31, 2017</i> |             |                                       |             |
| Revenue                                     | \$ 132,329  | \$ 22,305                             | \$ 154,634  |
| Taxes, other than income taxes              | 3,161       | (2,896)                               | 265         |
| Income taxes - deferred                     | (3,365)     | 4,331                                 | 966         |
| Net income                                  | 76,361      | 20,870                                | 97,231      |
| Net income per Sub-share Certificate        | 9.72        | 2.66                                  | 12.38       |

|   |           |          |           |
|---|-----------|----------|-----------|
| <i>For the year ended December 31, 2016</i> |           |          |           |
| Revenue                                     | \$ 59,911 | \$ 6,198 | \$ 66,109 |
| Taxes, other than income taxes              | 1,779     | (1,612)  | 167       |
| Income taxes - deferred                     | (4,194)   | 2,774    | (1,420)   |
| Net income                                  | 37,240    | 5,035    | 42,275    |
| Net income per Sub-share Certificate        | 4.66      | 0.63     | 5.29      |

**Consolidated Balance Sheets:**

|                                |           |             |           |
|--------------------------------|-----------|-------------|-----------|
| <i>As of December 31, 2017</i> |           |             |           |
| Assets:                        |           |             |           |
| Accrued receivables            | \$ 18,205 | \$ (432)    | \$ 17,773 |
| Deferred tax asset (liability) | 6,992     | (7,106)     | (114)     |
| Liabilities and Capital:       |           |             |           |
| Unearned revenue               | \$ 41,375 | \$ (33,011) | \$ 8,364  |
| Other taxes payable            | 433       | (433)       | —         |
| Net proceeds from all sources  | 79,997    | 25,905      | 105,902   |

*Presentation of Net Periodic Pension Cost*

In March 2017, the FASB issued ASU No. 2017-07, "Compensation – Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost." This ASU requires employers to disaggregate the service cost component from the other components of net benefit cost in the income statement, provides explicit guidance on the presentation of the service cost component and the other components of net benefit cost in the income statement and allows only the service cost component of net benefit cost to be eligible for capitalization. The service cost component is recorded within salaries and related employee benefits expense, and the other components of net benefit costs will be recorded in other income.

We adopted the new standard on January 1, 2018 applying the retrospective method. Adoption of the standard using the retrospective method required us to restate certain previously reported results as though the new standard had always been in effect.

*Effects on Operating Income and Other Income from Adoption of New Accounting Standards*

Adoption of the standards related to revenue recognition and presentation of net periodic pension cost impacted our previously reported results for operating income and other income as follows (in thousands):

|   | As reported in prior<br>year | Retrospective<br>adjustment | As reported in<br>current year |
|---|------------------------------|-----------------------------|--------------------------------|
| <i>For the year ended December 31, 2017</i> |                              |                             |                                |
| Operating income                            | \$ 119,776                   | \$ 25,171                   | \$ 144,947                     |
| Other income (expense)                      | 84                           | 30                          | 114                            |
| <i>For the year ended December 31, 2016</i> |                              |                             |                                |
| Operating income                            | \$ 55,058                    | \$ 7,853                    | \$ 62,911                      |
| Other income (expense)                      | 29                           | (44)                        | (15)                           |

#### *Reclassification of Certain Tax Effect from Accumulated Other Comprehensive Income*

In February 2018, the FASB issued ASU 2018-02, “*Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income (Topic 220)*.” This ASU allows for stranded tax effects in accumulated other comprehensive income resulting from the 2017 Tax Cuts and Jobs Act (“Tax Reform Act”) to be reclassified as retained earnings. This standard is effective for fiscal years, and interim periods within those years, beginning after December 15, 2018. Early adoption is permitted. The Trust adopted this standard effective October 1, 2018 and for the year ended December 31, 2018 recorded a cumulative adjustment of approximately \$0.2 million related to stranded tax effects in accumulated other comprehensive income to “net proceeds from all sources.”

#### *Impact of the 2017 Tax Cuts and Jobs Act on Certain Income Tax Effects*

In March 2018, the FASB issued ASU 2018-05, “*Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 118*” The amendments in this update provide guidance on when to record and disclose provisional amounts for certain income tax effects of the Tax Reform Act. The amendments also require any provisional amounts or subsequent adjustments to be included in net income from continuing operations. Additionally, this ASU discusses required disclosures that an entity must make with regard to the Tax Reform Act. This ASU was effective immediately as new information became available to adjust provisional amounts that were previously recorded. The Trust has adopted this standard and will continue to evaluate indicators that may give rise to a change in our tax provision as a result of the Tax Reform Act.

#### *Recent Accounting Pronouncements*

In February 2016, the FASB issued ASU No. 2016-02, “*Leases (Topic 842)*.” This ASU requires lessees to recognize a right of use asset and lease liability on the balance sheet for all leases, with the exception of short-term leases. The new guidance will also require significant disclosures about the amount, timing and uncertainty of cash flows from leases. In January 2018, the FASB issued ASU No. 2018-01, “*Land Easement Practical Expedient for Transition to Topic 842*” that clarifies the application of the new lease guidance to land easements. The ASU allows an optional transition practical expedient, which if elected, would not require an entity to reassess the accounting treatment on existing or expired land easements not previously accounted for as leases under the current lease guidance. Any new or modified land easements would be evaluated under the new lease guidance upon adoption of the new lease standard. In July 2018, the FASB issued ASU No. 2018-10, “*Codification Improvements to Topic 842, Leases*” and ASU No. 2018-11, “*Leases (Topic 842) — Targeted Improvements*” to set forth certain additional practical expedients for lessors and to provide entities with an option to adopt the new lease standard with a cumulative effect at the adoption date without restating prior periods. The new lease standard is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years, which for the Trust is the first quarter of 2019. The Trust will adopt the new lease standard on January 1, 2019 with a cumulative effect at the adoption date. The Trust will recognize a right of use asset and lease liability for our operating lease commitments on the consolidated balance sheet. The Trust is currently evaluating the impact that ASU 2016-02 will have on our consolidated financial statements and disclosures.

In August 2018, the FASB issued ASU 2018-14, “*Compensation — Retirement Benefits — Defined Benefit Plans — General (Subtopic 715-20): Disclosure Framework — Changes to Disclosure Requirements for Defined Benefit Plans*.” The ASU eliminates requirements for certain disclosures and requires additional disclosures under defined benefit pension plans and other post-retirement plans. The ASU is effective for fiscal years ending after December 15, 2020. Early adoption is permitted. The Trust is currently evaluating the impact that ASU 2018-14 will have on our consolidated financial statements and disclosures.

In August 2018, the FASB issued ASU 2018-15, "Intangibles — Goodwill and Other — Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract." The ASU requires a customer in a cloud computing arrangement that is a service contract to follow existing internal-use software guidance to determine which implementation costs to capitalize as an asset. The ASU is effective for fiscal years and interim periods beginning after December 15, 2019, with early adoption permitted, and may be applied retrospectively or as of the beginning of the period of adoption. The Trust is currently evaluating the impact that ASU 2018-15 will have on our consolidated financial statements and disclosures.

### 3. Property, Plant and Equipment

Property, plant and equipment, net consisted of the following at December 31, 2018 and 2017 (in thousands):

|  | December 31, 2018 | December 31, 2017 |
|--|-------------------|-------------------|
| Property, plant and equipment, at cost:      |                   |                   |
| Water service-related assets (1)             | \$ 62,919         | \$ 18,193         |
| Furniture, fixtures and equipment            | 4,297             | 1,786             |
| Other  | 598               | —                 |
| Total property, plant and equipment, at cost | 67,814            | 19,979            |
| Less: accumulated depreciation               | (3,012)           | (463)             |
| Property, plant and equipment, net           | \$ 64,802         | \$ 19,516         |

(1) Water service-related assets include water wells and water well fields related to water sourcing and water re-use.

Depreciation expense was \$2.6 million and \$0.4 million for the years ended December 31, 2018 and 2017, respectively. Depreciation expense was minimal for the year ended December 31, 2016.

### 4. Real Estate Activity

As of December 31, 2018 and 2017, the Trust owned the following land and real estate (in thousands, except number of acres):

|  | December 31, 2018 |                | December 31, 2017 |                |
|--|-------------------|----------------|-------------------|----------------|
|  | Number of Acres   | Net Book Value | Number of Acres   | Net Book Value |
| Land (surface rights)                              | 877,462           | \$ —           | 877,633           | \$ —           |
| Real estate acquired                               | 24,715            | 10,492         | 10,065            | 1,115          |
| Total real estate situated in 19 counties in Texas | 902,177           | \$ 10,492      | 887,698           | \$ 1,115       |

No valuation allowance was necessary at December 31, 2018 and 2017.

#### Land Sales

The Assigned land held by the Trust was recorded with no value at the time of acquisition. See Note 2, "Summary of Significant Accounting Policies" for further information regarding the Assigned land. Real estate acquired includes land parcels which have either been acquired through foreclosure or purchased from a third party seller.

For the year ended December 31, 2018, the Trust sold approximately 171.5 acres of the Trust's Assigned land in Texas for an aggregate sales price of approximately \$4.4 million, an average of approximately \$25,464 per acre.

For the year ended December 31, 2017, the Trust sold approximately 11.0 acres of the Trust's Assigned land in Texas for an aggregate sales price of approximately \$0.2 million, an average of approximately \$20,000 per acre.

For the year ended December 31, 2016, the Trust sold approximately 774.6 acres of the Trust's Assigned land in Texas for an aggregate sales price of approximately \$2.9 million, an average of approximately \$3,803 per acre.

#### *Land Acquisitions*

For the year ended December 31, 2018, the Trust acquired approximately 14,650 acres of land in Texas for an aggregate purchase price of approximately \$9.4 million, an average of approximately \$640 per acre.

There were no land acquisitions for the years ended December 31, 2017 and December 31, 2016.

## 5. Royalty Interests

As of December 31, 2018 and 2017, the Trust owned the following oil and gas royalty interests (in thousands, except number of interests):

|   | Net Book Value    |                   |
|---|-------------------|-------------------|
|   | December 31, 2018 | December 31, 2017 |
| 1/16th nonparticipating perpetual royalty interests <sup>(1)</sup>  | \$ —              | \$ —              |
| 1/128th nonparticipating perpetual royalty interests <sup>(2)</sup> | —                 | —                 |
| Royalty interests acquired  | 24,303            | —                 |
| Total royalty interests   | \$ 24,303         | \$ —              |

(1) Nonparticipating perpetual royalty interests in 370,737 and 373,777 gross royalty acres as of December 31, 2018 and 2017, respectively.

(2) Nonparticipating perpetual royalty interests in 84,934 and 85,414 gross royalty acres as of December 31, 2018 and 2017, respectively.

No valuation allowance was necessary at December 31, 2018 and 2017.

#### *Real Estate and Royalty Interests Assigned Through the 1888 Declaration of Trust*

The fair market value of the Trust's Assigned royalty interests was not determined in 1888 when the Trust was formed, and accordingly, these Assigned royalty interests were recorded with no value. See Note 2, "Summary of Significant Accounting Policies" for further information regarding the Assigned royalty interests. The Assigned royalty interests include 1/16th and 1/128th royalty interests.

#### *Royalty Interests Transactions*

For the year ended December 31, 2018, the Trust sold nonparticipating perpetual oil and gas royalty interests in approximately 812 net royalty acres (1/8th interest) for approximately \$18.9 million, an average price of approximately \$23,234 per net royalty acre. In conjunction with this sale, the Trust acquired oil and gas royalty interests in approximately 1,480 net royalty acres for an aggregate purchase price of \$20.6 million, an average of approximately \$13,949 per net royalty acre.

Additionally, for the year ended December 31, 2018, the Trust acquired oil and gas royalty interests in approximately 346 net royalty acres for an aggregate purchase price of \$3.7 million, an average price of approximately \$10,555 per net royalty acre.

There were no oil and gas royalty interest transactions for the years ended December 31, 2017 and 2016.

## 6. Employee Benefit Plans

The Trust has a defined contribution plan available to all regular employees having one or more years of continuous service. Contributions are at the discretion of the Trustees of the Trust. The Trust contributed approximately \$0.1 million for each of the years ended December 31, 2018, 2017 and 2016, respectively.

The Trust has a noncontributory pension plan (Plan) available to all regular employees having one or more years of continuous service. The Plan provides for normal retirement at age 65. Contributions to the Plan reflect benefits attributed to employees' services to date, as well as services expected in the future.

The following table sets forth the Plan's changes in benefit obligation, changes in fair value of plan assets, and funded status as of December 31, 2018 and 2017 using a measurement date of December 31 (in thousands):

|   | December 31, 2018 | December 31, 2017 |
|---|-------------------|-------------------|
| <b>Change in projected benefits obligation:</b>   |                   |                   |
| Projected benefit obligation at beginning of year | \$ 5,032          | \$ 4,833          |
| Service cost                                      | 157               | 147               |
| Interest cost                                     | 183               | 201               |
| Actuarial (gain) loss                             | (369)             | 82                |
| Benefits paid                                     | (258)             | (231)             |
| Projected benefit obligation at end of year       | <u>\$ 4,745</u>   | <u>\$ 5,032</u>   |
| <b>Change in plan assets:</b>                     |                   |                   |
| Fair value of plan assets at beginning of year    | \$ 5,356          | \$ 4,937          |
| Actual return on plan assets                      | (185)             | 552               |
| Contributions by employer                         | 400               | 98                |
| Benefits paid                                     | (258)             | (231)             |
| Fair value of plan assets at end of year          | <u>5,313</u>      | <u>5,356</u>      |
| Funded (unfunded) status at end of year           | <u>\$ 568</u>     | <u>\$ 324</u>     |

Amounts recognized in the balance sheets as of December 31, 2018 and 2017 consist of (in thousands):

|             | December 31, 2018 | December 31, 2017 |
|-------------|-------------------|-------------------|
| Assets      | \$ 568            | \$ 324            |
| Liabilities | —                 | —                 |
|             | <u>\$ 568</u>     | <u>\$ 324</u>     |

Amounts recognized in accumulated other comprehensive income (loss) consist of the following as of December 31, 2018 and 2017 (in thousands):

|   | December 31, 2018 | December 31, 2017 |
|---|-------------------|-------------------|
| Net actuarial loss  | \$ (1,365)        | \$ (1,246)        |
| Amounts recognized in accumulated other comprehensive income (loss), before taxes | (1,365)           | (1,246)           |
| Income tax benefit  | 287               | 442               |
| Amounts recognized in accumulated other comprehensive income (loss), after taxes  | <u>\$ (1,078)</u> | <u>\$ (804)</u>   |

Net periodic benefit cost for the years ended December 31, 2018, 2017 and 2016 include the following components (in thousands):

|  | Years Ended December 31, |               |               |
|--|--------------------------|---------------|---------------|
|  | 2018                     | 2017          | 2016          |
| Components of net periodic benefit cost: |                          |               |               |
| Service cost                             | \$ 157                   | \$ 147        | \$ 153        |
| Interest cost                            | 183                      | 201           | 215           |
| Expected return on plan assets           | (367)                    | (339)         | (311)         |
| Amortization of net loss                 | 64                       | 108           | 140           |
| Net periodic benefit cost                | <u>\$ 37</u>             | <u>\$ 117</u> | <u>\$ 197</u> |

Service cost, a component of net periodic benefit cost, is reflected in our consolidated statements of income within salaries and related employee expenses. The other components of net periodic benefit cost are included in other income (expense) on the consolidated statements of income.

Other changes in plan assets and benefit obligations recognized in other comprehensive income for the years ended December 31, 2018, 2017 and 2016 (in thousands):

|   | Years Ended December 31, |                 |                 |
|---|--------------------------|-----------------|-----------------|
|   | 2018                     | 2017            | 2016            |
| Net actuarial (gain) loss   | \$ 183                   | \$ (132)        | \$ (305)        |
| Recognized actuarial loss   | (64)                     | (108)           | (140)           |
| Total recognized in other comprehensive income, before taxes                      | <u>\$ 119</u>            | <u>\$ (240)</u> | <u>\$ (445)</u> |
| Total recognized in net benefit cost and other comprehensive income, before taxes | <u>\$ 156</u>            | <u>\$ (123)</u> | <u>\$ (248)</u> |

The Trust reclassified \$0.1 million (net of income tax expense of less than \$0.1 million) out of accumulated other comprehensive income (loss) for net periodic benefit cost to other income (expense) for each of the years ended December 31, 2018, 2017 and 2016, respectively. The estimated net actuarial loss for the Plan that will be amortized from accumulated other comprehensive income (loss) to other income (expense) over the next fiscal year is less than \$0.1 million.

The following table summarizes the Plan assets in excess of projected benefit obligation and accumulated benefit obligation at December 31, 2018 and 2017 (in thousands):

|  | December 31, 2018 | December 31, 2017 |
|--|-------------------|-------------------|
| Plan assets in excess of projected benefit obligation:   |                   |                   |
| Projected benefit obligation                             | \$ 4,745          | \$ 5,032          |
| Fair value of plan assets                                | \$ 5,313          | \$ 5,356          |
| Plan assets in excess of accumulated benefit obligation: |                   |                   |
| Accumulated benefit obligation                           | \$ 4,173          | \$ 4,510          |
| Fair value of plan assets                                | \$ 5,313          | \$ 5,356          |

The following are weighted-average assumptions used to determine benefit obligations and costs at December 31, 2018, 2017 and 2016:

|   | Years Ended December 31, |        |        |
|---|--------------------------|--------|--------|
|   | 2018                     | 2017   | 2016   |
| Weighted average assumptions used to determine benefit obligations as of December 31:         |                          |        |        |
| Discount rate   | 4.25 %                   | 3.75 % | 4.25 % |
| Rate of compensation increase   | 7.29 %                   | 7.29 % | 7.29 % |
| Weighted average assumptions used to determine benefit costs for the years ended December 31: |                          |        |        |
| Discount rate   | 3.75 %                   | 4.25 % | 4.50 % |
| Expected return on plan assets  | 7.00 %                   | 7.00 % | 7.00 % |
| Rate of compensation increase   | 7.29 %                   | 7.29 % | 7.29 % |

The expected return on Plan assets assumption of 7.0% was selected by the Trust based on historical real rates of return for the current asset mix and an assumption with respect to future inflation. The rate was determined based on a long-term allocation of about two-thirds fixed income and one-third equity securities; historical real rates of return of about 2.5% and 8.5% for fixed income and equity securities, respectively; and assuming a long-term inflation rate of 2.5%.

The Plan has a formal investment policy statement. The Plan's investment objective is balanced income, with a moderate risk tolerance. This objective emphasizes current income through a 30% to 80% allocation to fixed income securities, complemented by a secondary consideration for capital appreciation through an equity allocation in the range of 20% to 60%. Diversification is achieved through investment in mutual funds and bonds. The asset allocation is reviewed annually with respect to the target allocations and rebalancing adjustments and/or target allocation changes are made as appropriate. The Trust's current funding policy is to maintain the Plan's fully funded status on an ERISA minimum funding basis.

#### *Fair Value Measurements*

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (exit price) in an orderly transaction between market participants at the measurement date.

The fair value accounting standards establish a fair value hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are those that market participants would use in pricing the asset or liability based on market data obtained from independent sources. Unobservable inputs reflect our assumptions about the inputs market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The fair value hierarchy is categorized into three levels based on the inputs used in measuring fair value, as follows:

*Level 1* – Inputs are based on unadjusted quoted prices in active markets for identical assets or liabilities that we have the ability to access. Since inputs are based on quoted prices that are readily and regularly available in an active market, Level 1 inputs require the least judgment.

*Level 2* – Inputs are based on quoted prices for similar instruments in active markets, or are observable either directly or indirectly. Inputs are obtained from various sources including financial institutions and brokers.

*Level 3* – Inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised by us in determining fair value is greatest for fair value measurements categorized in Level 3.

The fair values of plan assets by major asset category at December 31, 2018 and 2017, respectively, are as follows (in thousands):

|   | Total           | Quoted Prices in<br>Active Markets for<br>Identical Assets<br>(Level 1) | Significant Other<br>Observable Inputs<br>(Level 2) | Significant<br>Unobservable<br>Inputs<br>(Level 3) |
|---|-----------------|---|---|--|
| <i>As of December 31, 2018:</i>           |                 |   |   |  |
| Cash and cash equivalents — money markets | \$ 407          | \$ 407  | \$ —  | \$ —   |
| Equities                                  | 813             | 813   | —   | —  |
| Equity funds                              | 2,448           | 2,448   | —   | —  |
| Fixed income funds                        | 1,645           | 1,645   | —   | —  |
| Total                                     | <u>\$ 5,313</u> | <u>\$ 5,313</u>   | <u>\$ —</u>   | <u>\$ —</u>  |
| <i>As of December 31, 2017:</i>           |                 |   |   |  |
| Cash and cash equivalents — money markets | \$ 165          | \$ 165  | \$ —  | \$ —   |
| Equities                                  | 670             | 670   | —   | —  |
| Equity funds                              | 2,468           | 2,468   | —   | —  |
| Fixed income funds                        | 2,053           | 2,053   | —   | —  |
| Total                                     | <u>\$ 5,356</u> | <u>\$ 5,356</u>   | <u>\$ —</u>   | <u>\$ —</u>  |

Management intends to fund the minimum ERISA amount for 2018. The Trust may make some discretionary contributions to the Plan, the amounts of which have not yet been determined.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the following ten-year period (in thousands):

| <b>Year ending December 31,</b> | <b>Amount</b> |
|---------------------------------|---------------|
| 2019                            | \$ 238        |
| 2020                            | 254           |
| 2021                            | 250           |
| 2022                            | 247           |
| 2023                            | 242           |
| 2024 to 2028                    | 1,203         |

## 7. Income Taxes

The income tax provision charged to operations for the years ended December 31, 2018, 2017 and 2016 was as follows (in thousands):

|                            | Years Ended December 31, |                  |                  |
|----------------------------|--------------------------|------------------|------------------|
|                            | 2018                     | 2017             | 2016             |
| <b>Current:</b>            |                          |                  |                  |
| U.S. Federal               | \$ 35,593                | \$ 46,013        | \$ 21,665        |
| State and local            | 1,607                    | 851              | 376              |
|                            | 37,200                   | 46,864           | 22,041           |
| Deferred expense (benefit) | 14,814                   | 966              | (1,420)          |
|                            | <u>\$ 52,014</u>         | <u>\$ 47,830</u> | <u>\$ 20,621</u> |

The Trust is taxed as if it were a corporation. Total income tax expense differed from the amounts computed by applying the U.S. Federal income tax rate of 21% for the year ended December 31, 2018 and 35% for the years ended December 31, 2017 and 2016 to income before Federal income taxes as a result of the following (in thousands):

|  | Years Ended December 31, |                  |                  |
|--|--------------------------|------------------|------------------|
|  | 2018                     | 2017             | 2016             |
| Computed tax expense at the statutory rate | \$ 54,968                | \$ 50,771        | \$ 22,014        |
| Reduction in income taxes resulting from:  |                          |                  |                  |
| Statutory depletion                        | (4,185)                  | (3,378)          | (1,609)          |
| State taxes                                | 1,243                    | 530              | 231              |
| Effect of change in statutory tax rate(1)  | —                        | (103)            | —                |
| Other, net                                 | (12)                     | 10               | (15)             |
|  | <u>\$ 52,014</u>         | <u>\$ 47,830</u> | <u>\$ 20,621</u> |

(1) The effect of the change in statutory income tax rate from 35% to 21% effective January 1, 2018 which was anticipated as of December 31, 2017.

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liabilities at December 31, 2018 and 2017 are as follows (in thousands):

|   | December 31, 2018  | December 31, 2017 |
|---|--------------------|-------------------|
| Deferred revenue  | \$ 2,878           | \$ 1,796          |
| Total deferred tax assets                                     | <u>2,878</u>       | <u>1,796</u>      |
| Basis differences in property, plant and equipment            | 10,723             | 1,691             |
| Deferred gains on 1031 exchanges                              | 6,791              | —                 |
| Basis differences in real estate acquired through foreclosure | 142                | 142               |
| Basis difference in pension plan liability                    | 119                | 68                |
| Deferred installment revenue on land sales for tax purposes   | 6                  | 9                 |
| Total deferred tax liability                                  | <u>17,781</u>      | <u>1,910</u>      |
| Net deferred tax liability                                    | <u>\$ (14,903)</u> | <u>\$ (114)</u>   |

The Trust files a U. S. Federal income tax return. With few exceptions, the Trust is no longer subject to U. S. Federal income tax examination by tax authorities for years before 2015.

## 8. Lease Commitments

The Trust is a lessee under operating leases in connection with its administrative offices located in Dallas and Midland, Texas. The lease agreements require monthly rent payments and expire in March 2025 and August 2022, respectively. Future minimum lease payments were as follows at December 31, 2018 (in thousands):

| Year ending December 31, | Amount          |
|--------------------------|-----------------|
| 2019                     | \$ 402          |
| 2020                     | 597             |
| 2021                     | 613             |
| 2022                     | 597             |
| 2023                     | 546             |
| Thereafter               | 701             |
|                          | <u>\$ 3,456</u> |

Rent expense for these lease agreements amounted to approximately \$0.2 million for the year ended December 31, 2018 and \$0.1 million for the years ended December 31, 2017 and 2016, respectively.

## 9. Capital

Certificates of Proprietary Interest (“Certificates”) and Sub-share Certificates in Certificates of Proprietary Interest (“Sub-shares”) are exchangeable in the ratio of one Certificate to 3,000 Sub-shares. No Certificates were exchanged for Sub-shares in 2018 and 2017.

The number of Certificates authorized for issuance at a given date is the number then outstanding plus one/three-thousandth of the number of Sub-shares then outstanding. The number of Sub-shares authorized for issuance at a given date is the number then outstanding plus three thousand times the number of Certificates then outstanding.

The Declaration of Trust was executed and delivered in New York. In the opinion of counsel for the Trust, under the laws of the State of New York, the Certificate and Sub-share Certificate holders are not subject to any personal liability for the acts or obligations of the Trust.

The assets of the Trust are located in Texas. In the opinion of Texas counsel, under the laws of the State of Texas, the Certificate and Sub-share Certificate holders may be held personally liable with respect to claims against the Trust, but only after the assets of the Trust first have been exhausted.

### *Dividends*

On March 16, 2018, we paid \$31.7 million in dividends representing a cash dividend of \$1.05 per Sub-share and a special dividend of \$3.00 per Sub-share for sub-shareholders of record at the close of business on March 9, 2018.

On March 16, 2017, we paid \$10.7 million in dividends representing a cash dividend of \$0.35 per Sub-share and a special dividend of \$1.00 per Sub-share for sub-shareholders of record at the close of business on March 9, 2017.

### *Repurchases of Sub-shares*

During the years ended December 31, 2018, 2017 and 2016, we purchased and retired 59,185, 105,715 and 190,750 Sub-shares, respectively.

## 10. Business Segment Reporting

In its operation of the business, management, including our chief operating decision makers, reviews certain financial information, including segmented internal profit and loss statements prepared in accordance with GAAP. During the periods presented, we reported our financial performance based on the following segments: Land and Resource Management and Water Service and Operations. Our segments provide management with a comprehensive financial view of our key businesses. The segments enable the alignment of strategies and objectives of the Trust and provide a framework for timely and rational allocation of resources within businesses. We eliminate any inter-segment revenues and expenses upon consolidation.



### Land Transactions

On January 7, 2019, the Trust sold approximately 14,000 surface acres of land in Loving and Reeves Counties, Texas for an aggregate price of \$100.0 million (the "Sale"). The Sale excludes any mineral or royalty interest in the lands to be conveyed and the Trust reserved certain usage, disposal and water rights in approximately 1,280 acres of the lands conveyed.

On February 22, 2019, the Trust used approximately \$46.9 million of the sales proceeds to acquire approximately 11,700 acres of land in Reeves and Culberson Counties, Texas. The remaining \$53.1 million of sales proceeds will be used to acquire other like kind properties.

### Dividends Declared

At their February 2019 meeting, the Trustees declared a cash dividend of \$1.75 per Sub-share, payable March 15, 2019 to sub-shareholders of record at the close of business on March 8, 2019. Additionally, the Trustees declared a special dividend of \$4.25 per Sub-share, payable March 15, 2019 to sub-shareholders of record at the close of business on March 8, 2019.

### Trustees

Maurice Meyer III resigned as a Trustee and Chairman of the Board of Trustees effective February 25, 2019, in light of certain health issues. The Trustees named Messrs. Norris and Barry as Co-Chairmen upon Mr. Meyer's resignation.

## 12. Oil and Gas Producing Activities (Unaudited)

The Trust's share of oil and gas produced, all of which is from royalty interests, was as follows for the years ended December 31, 2018, 2017 and 2016, respectively: oil (in barrels) – 1,719,588, 818,854 and 569,585, and gas (in thousands of cubic feet) – 11,626,278, 4,174,691 and 2,612,965. Reserves related to the Trust's royalty interests are not presented because the information is unavailable.

There are a number of oil and gas wells that have been drilled but are not yet completed ("DUC") where the Trust has a royalty interest. Currently, the Trust has identified 309 DUC wells affected by our royalty interest. The process of identifying these wells is ongoing and we anticipate updates going forward to be affected by a number of factors including, but not limited to, ongoing changes/updates to our identification process, changes/updates by Drilling Info (our main source of information in identifying these wells) in their identification process, the eventual completion of these DUC wells, and additional wells drilled but not completed by companies operating where we have a royalty interest.

## 13. Selected Quarterly Financial Data (Unaudited)

The following tables present unaudited financial data of the Trust for each quarter of 2018 and 2017 (in thousands, except per share amounts):

|                                      | Quarters ended    |                    |               |                |
|--------------------------------------|-------------------|--------------------|---------------|----------------|
|                                      | December 31, 2018 | September 30, 2018 | June 30, 2018 | March 31, 2018 |
| Income                               | \$ 93,201         | \$ 73,168          | \$ 73,844     | \$ 60,007      |
| Income before income taxes           | \$ 78,279         | \$ 63,195          | \$ 65,665     | \$ 54,611      |
| Net income                           | \$ 62,680         | \$ 50,762          | \$ 52,503     | \$ 43,791      |
| Net income per Sub-share Certificate | \$ 8.06           | \$ 6.52            | \$ 6.73       | \$ 5.60        |

|                                      | Quarters ended    |                    |                  |                |
|--------------------------------------|-------------------|--------------------|------------------|----------------|
|                                      | December 31, 2017 | September 30, 2017 | June 30,<br>2017 | March 31, 2017 |
| Income                               | \$ 39,957         | \$ 51,977          | \$ 32,293        | \$ 30,407      |
| Income before income taxes           | \$ 36,455         | \$ 49,324          | \$ 30,385        | \$ 28,897      |
| Net income                           | \$ 24,620         | \$ 33,002          | \$ 20,350        | \$ 19,259      |
| Net income per Sub-share Certificate | \$ 3.14           | \$ 4.20            | \$ 2.58          | \$ 2.43        |

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**PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (the “Agreement”) dated November 21, 2018, (“Execution Date”) is made by and between the **Texas Pacific Land Trust** (“Seller”) and **WPX Energy Permian, LLC** (“Purchaser”) for the purchase of Seller’s interest in certain real property and other interests in Loving and Reeves Counties, Texas. Also signing this Agreement is Republic Title of Texas, Inc. for the limited purposes set forth herein related thereto. Purchaser and Seller are referred to as the “Parties” or individually as a “Party.”

**RECITALS**

Seller owns various real property interests in Loving and Reeves Counties, Texas and Purchaser intends to acquire various rights in certain properties, including:

A. all of Seller’s surface interest in the properties set forth on Exhibit A-1, *save and except* (i) any water and disposal rights in Section 3, Block 55, Township 1, Loving County, Texas, and Section 3, Block 56, Township 2 of Loving and Reeves Counties, Texas, and (ii) the right to use the surface of the lands in Section 3, Block 55, Township 1, Loving County, Texas, and Section 3, Block 56, Township 1, Loving County, Texas to construct, operate, replace, repair, maintain and use the existing water impoundments with related existing and future apparatus and appurtenances;

B. the rights to use the surface of the land set forth on Exhibit A-2, including the drilling and operation of water and disposal wells on such property.

Seller agrees to sell and convey to Purchaser the Property (as described below) and Purchaser agrees to buy the Property from Seller under the terms and conditions set forth below.

**ARTICLE I**  
**THE PROPERTY**

1.1 Subject to the terms and conditions of this Agreement, and for the consideration herein set forth, Seller agrees to sell and transfer, and Purchaser agrees to purchase and acquire, the following:

- a) Seller’s right, title and interest in and to 14,001.76 acres of land, more or less, located in Loving and Reeves Counties, Texas, as more particularly described in Exhibit A-1 attached hereto and made a part hereof for all purposes (the “Land”), together with all wind rights, improvements thereon and associated rights-of-way, permits, utilities and utility capacity (if any), and any and all interests of any type owned by Seller in such real property including, without limitation, any easements, rights-of-way, adjacent streets, alleys, strips, gores, and other appurtenances to such real property (collectively, with the Land, the “Real Property”), except that Seller for Seller and Seller’s heirs, successors and assigns reserves from any conveyance all oil, gas and other minerals that are in and under, and that may be produced from the Land and any and all royalty interests therein;
-

- b) Except as used in Seller's commercial water production, treatment, and disposal operations, Seller's right, title and interest in and to all personal property, equipment, fixtures, dwellings, barns, and any other apparatus or appurtenances situated therein or thereon or used or obtained in connection with the Real Property (the foregoing herein collectively called the "Personal Property"); and
- c) Seller's right, title and interest in and to Seller's interest in all Leases and Contracts (defined below); and
- d) the right to use the surface of the lands set forth on Exhibit A-2, including the right to drill fresh water or water disposal wells and operate and maintain such wells, together with all rights to use the surface of such lands to the extent reasonably necessary to drill, operate and maintain such wells, all as further described in the Surface Use and Right-of-Way Agreement and Easement attached hereto as Exhibit G (the lands to be covered by the Surface Use Agreement are Section 1 and 5, Block 56, Township 2, Loving and Reeves Counties, Texas);

together the Real Property, Personal Property, and Leases and Contracts are referred to herein as the "Property," except for the Excluded Property.

1.2 The Property does not include, and there is hereby expressly excepted and reserved therefrom and reserved to Seller:

- a) All rights, titles and interests of Seller in Groundwater located in, on or under the lands in Section 3, Block 55, Township 1, Loving County, Texas and Section 3, Block 56, Township 2 in Loving and Reeves Counties, Texas, together with the appurtenant rights related to such Groundwater, including the rights (i) to use, store, treat, reuse and recharge and (ii) to use the surface of such lands to the extent reasonably necessary for the exercise of such associated rights and for water operations on or off the Subject Lands, including such rights of ingress and egress associated therewith over the Real Property; provided, however, any access or use of the Real Property by Seller shall not unreasonably interfere with any of Purchaser's operations on the Real Property; for purposes of this Agreement, "Groundwater" shall mean water (including fresh, salt and brackish water) percolating below the surface of the earth and not water produced from oil and natural gas exploration and production operations;
- b) the exclusive right to dispose of water (including fresh, salt, produced and brackish water) and oil and gas production waste or fluids into disposal or injection wells located on the lands in Section 3, Block 55, Township 1, Loving County, Texas and Section 3, Block 56, Township 2 in Loving, and Reeves Counties, Texas, together with the associated rights related to same, including the rights (i) to use, store, treat, reuse and recharge and (ii) to use the surface of such lands to the extent reasonably necessary for the exercise of such associated rights, including such rights of ingress and egress associated therewith over the Real Property; provided, however, any

access or use of the Real Property by Seller shall not unreasonably interfere with any of Purchaser's operations on the Real Property;

- c) the right to use the surface of the Land in Section 3, Block 55, Township 1, Loving County, Texas, Section 3, Block 56, Township 1, Loving County, and Section 3, Block 56, Township 2 of Loving and Reeves Counties, Texas to construct, operate, replace, repair, maintain and use water impoundments (limited to existing for Section 3, Block 56, Township 1, Loving County, Texas) and associated apparatus and appurtenances, and the rights of ingress and egress associated therewith over the Real Property; provided, however, any access or use of the Real Property by Seller shall not unreasonably interfere with any of Purchaser's operations on the Real Property;
- d) all personal property, equipment, fixtures, water wells, pipelines and other apparatus or appurtenances used in Seller's commercial water production, treatment, and disposal operations removed from the Real Property on or before July 31, 2019 and the rights of ingress and egress necessary to remove such property; provided, however, any access or use of the Real Property by Seller shall not unreasonably interfere with any of Purchaser's operations on the Real Property;
- e) all other personal property, equipment, fixtures, water wells, pipelines and other apparatus or appurtenances of Seller situated on Section 3, Block 55, Township 1, Loving County, Texas, Section 3, Block 56, Township 2 in Loving and Reeves Counties, Texas, and Section 3, Block 56, Township 1 in Loving County, Texas; and
- f) restrictive covenants prohibiting the use of Section 3, Block 55, Township 1, Loving County, Texas, and Section 3, Block 56, Township 2 in Loving and Reeves Counties, Texas by Purchaser or Purchaser's heirs, successors and assigns for water disposal without Seller's consent.

Collectively, a), b), c), d) e) and f) are referred to herein as "Section 3 Water Rights" and herein so excluded the "Excluded Property".

**ARTICLE II**  
**PURCHASE PRICE AND OTHER CONSIDERATION**

2.1 Purchaser agrees to pay the Purchase Price for the acquisition of the Property, subject to the terms of this Agreement. The purchase price is One Hundred Million and 00/100 DOLLARS (\$100,000,000) ("Purchase Price").

2.2 Within five (5) business days after the Execution Date, Purchaser shall deposit at Republic Title of Texas, Inc., 2626 Howell Street, 10<sup>th</sup> Floor, Dallas, Texas 75204, Attn: Bo Feagin (the "Title Company") by cash, check, wired funds, or cashier's check the sum of One Million and 00/100 DOLLARS (\$1,000,000.00), to be held as earnest money (the "Earnest Money") in accordance with the terms of this Agreement. At Closing, the Earnest Money shall be applied to

the Purchase Price. The Earnest Money shall be held in an interest-bearing account and released by the Title Company in accordance with this Agreement and Section 14.15 hereof. All interest accruing on the Earnest Money shall be considered a part of the Earnest Money. The Earnest Money will become non-refundable at the end of the Feasibility Period, except as provided in Section 5.3, or in the event of a default by Seller or as otherwise expressly provided in this Agreement.

2.3 If this Agreement terminates, the Title Company will deliver to Seller Four Hundred Thousand and 00/100 DOLLARS (\$400,000.00) out of the Earnest Money (“Independent Consideration”), which amount has been bargained for and agreed to as consideration for Purchaser’s exclusive option to purchase the Property and for Seller’s execution and delivery of this Agreement. The Independent Consideration is in addition to all other consideration provided in this Agreement, and is non-refundable except as expressly provided otherwise in this Agreement. Upon any termination of this Agreement during the Feasibility Period or pursuant to Section 5.3, Seller shall be paid the Independent Consideration as its sole and exclusive remedy against Purchaser for such termination of this Agreement during the Feasibility Period or pursuant to Section 5.3.

### **ARTICLE III** **FEASIBILITY REVIEW/RIGHT OF ENTRY**

3.1 For a period of forty-five (45) days from the Execution Date (the “Feasibility Period”), Purchaser and its agents, employees, representatives and contractors may enter upon the Property to perform the Survey (if applicable and as defined below in Section 5.2), a review of records relating to the Property, environmental site assessments, environmental compliance reviews or audits, reviews of protected species and other environmental conditions, soil tests, engineering and feasibility studies of the Property (“Feasibility Activities”); provided, however, that Purchaser shall not conduct any intrusive testing, inspection and/or sampling of any kind or nature without the prior written consent of Seller, which consent may not be unreasonably withheld, conditioned or delayed. If the results of any such audits, tests or studies, or Purchaser’s review of title or any other matters relating to the Property are unsatisfactory to Purchaser, Purchaser may terminate this Agreement by giving Seller written notice before the end of the Feasibility Period. If Purchaser terminates this Agreement as provided by this Section 3.1, Purchaser shall be refunded the Earnest Money, less the Independent Consideration. If no such written notice of termination is given before the end of the Feasibility Period, Purchaser will be deemed to have waived its right to terminate under this Section 3.1. In the event of such termination by Purchaser, this Agreement will terminate without any further force and effect, and without further obligation of either party to the other, other than the payment of the Independent Consideration to Seller as set forth on Section 2.3 above, and such other obligations as expressly survive termination of this Agreement.

3.2 Purchaser’s right to enter upon the Property pursuant to Article III is subject to the following:

- a) Unless and until the sale and conveyance of the Property is closed pursuant to the terms and provisions of this Agreement, Purchaser and Purchaser’s agents, consultants and contractors (collectively “Contractors”) will maintain in confidence all information, reports, and evaluations generated in connection with any

environmental assessments and will not make disclosure without the prior written consent of Seller (unless such disclosure is required by applicable law). All tests and inspections shall be conducted in a good and workmanlike manner and in conformance with all applicable governmental and industry standards, with a minimum of damage to the Property. If, prior to Closing, Purchaser discovers Hazardous Materials in quantities that may require remediation under applicable laws, Purchaser will notify Seller within two (2) business days after such discovery. "Hazardous Material" shall mean any substance or material that is designated, classified, characterized or regulated as "hazardous," "toxic," a "pollutant," a "contaminant," a "waste" or otherwise regulated under Environmental Law, including but not limited to oil and gas exploration and production waste and naturally occurring radioactive material.

- b) **Any entry of Purchaser and/or the Purchaser Parties onto the Land is at the sole risk of Purchaser. Purchaser RELEASES Seller from and agrees to indemnify, defend and hold harmless Seller against, and from, any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of Purchaser's inspections or examinations of the Property, including any work done, labor performed or materials furnished at the Property on behalf of Purchaser prior to Closing, EXCEPT AND SOLELY TO THE EXTENT ARISING FROM (i) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR (ii) THE MERE DISCOVERY BY PURCHASER OR PURCHASER'S CONTRACTORS OF ANY PRE-EXISTING ENVIRONMENTAL CONDITION NOT CAUSED OR EXACERBATED BY PURCHASER.**
- c) If the sale of the Property does not close, Purchaser will, as soon as possible and at Purchaser's sole expense, repair any damage caused by Purchaser or Purchaser's Contractors during the Feasibility Activities to restore the Property to the same condition as it was prior to such inspections by Purchaser. If Purchaser fails to restore the Property, Seller may perform the work of restoration and Purchaser will reimburse Seller for Seller's actual out-of-pocket costs in connection therewith within thirty (30) days of being invoiced by Seller.
- d) Until the sale and conveyance of the Property is closed pursuant to the terms and provisions of this Agreement, Purchaser will not materially disturb, interrupt or interfere with any activities of Seller or Seller's employees, agents, contractors, subcontractors, consultants, tenants, invitees, licensees or other parties operating by, through or under Seller;
- e) During the Feasibility Period, Purchaser will comply with all health and safety requirements which may be reasonably imposed by Seller with respect to Purchaser's activities upon or within the Real Property to the extent Seller delivers to Purchaser prior written notice thereof and such requirements do not negatively impact Purchaser's ability to conduct due diligence on the Property;

- f) Purchaser shall pay when due all costs and expenses related to the Feasibility Activities of Purchaser; and
- g) Purchaser shall not permit any liens to attach to the Property by reason of any Feasibility Activities of Purchaser.

3.3 Markers or the absence of markers is not a warranty by Seller of any subsurface installations or lack thereof. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Purchaser and Purchaser's Contractors:

- a) Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. If it is determined that fiber optic cable is buried on the Property, Purchaser shall promptly inform Seller of the results of its investigation.
- b) Before drilling or excavating with mechanized equipment, Purchaser shall utilize the Texas ONE-CALL system to determine the location of any pipelines or utilities and will explore with hand tools to a depth of at least eight (8) feet below the surface or will use other suitable detection equipment.

3.4 Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Purchaser will remain obligated to comply with the indemnity and restoration provisions of this Article and Seller will retain all of its remedies for Purchaser's default under this Article.

3.5 As part of Purchaser's due diligence, Seller shall deliver to Purchaser within five (5) days after the Execution Date, all relevant contracts, rights of way and easements, assignments, permits, technical, financial, environmental, contractual and other non-proprietary records in Seller's possession or reasonable control relating to the Real Property. Except for the representations by Seller in Section 4.1, Seller makes no representation or warranty of any kind with respect to any data or documents provided or obtained by Purchaser or Purchaser's agents or representatives during the course of its evaluation of the Property, or at any time, even if furnished by Seller or its representatives.

3.6 During the Feasibility Period, Purchaser shall determine whether any of the Leases and Contracts that could be terminated without cost or penalty prior to Closing are unacceptable to Purchaser and, if so, inform Seller in writing within such period and request Seller terminate the unacceptable Leases and Contracts under the terms of such Leases and Contracts on or prior to Closing.

**ARTICLE IV**  
**REPRESENTATIONS; COVENANTS; AS IS SALE, NO RELIANCE**

4.1 As of the Execution Date, Seller represents and warrants to Purchaser, which representations and warranties are also deemed to be made on and as of the Closing Date, as follows:

- a) Authority. Seller has all requisite power and authority, has taken all actions required by applicable law to execute and deliver this Agreement and, prior to Closing, to consummate the transactions contemplated in this Agreement without the joinder of any other party.
- b) OFAC. Seller is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury, including those named on OFAC’s Specially Designated and Blocked Persons List (the “List”) or under Executive Order 13224 (the “Executive Order”) signed on September 24, 2001, and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism” or any other governmental action; and throughout the term of this Agreement, Seller shall comply with the Executive Order.
- c) No Parties in Possession. Except for the agreements set forth on Annex I (herein “Leases and Contracts”), to Seller’s knowledge there are no parties in possession of any portion of the Property as lessees.
- d) Litigation. (i) Seller has not been served with written notice (in the form of a complaint or otherwise) of any lawsuit, action, arbitration, governmental investigation or proceeding against the Property or Seller for which such action or claim could impact the Property, (ii) to Seller’s knowledge, no lawsuit, action, arbitration, governmental investigation or proceeding is threatened against the Property or Seller for which such action or claim could impact the Property, and (iii) there is no unsatisfied order or judgment against the Property or against Seller for which such order or judgment could impact the Property, or (B) questions the validity of this Agreement or any action taken or to be taken pursuant hereto, or (C) involves condemnation or eminent domain proceedings (excluding any common carrier pipeline condemnations for which a final offer letter has not been received) involving the Property or any portion thereof that has not already been settled prior to the date of this Agreement and with no ongoing financial obligations to be imposed on Purchaser or the Property after the Effective Date.
- e) Reports. To Seller’s knowledge, Seller has made available or will promptly make available to Purchaser all environmental audits, site assessments, reports, inspections, data, and other information, regarding environmental matters, which pertain to the Property and which are in Seller’s actual possession or control.

- f) Other Rights. Except for the Leases and Contracts set forth on Annex I, to Seller's knowledge, there are no unrecorded agreements or leases with respect to the Real Property.
- g) Claims. To Seller's knowledge, there are no unpaid charges, debts, liabilities, claims, or obligations arising from the ownership or operation of the Property that could give rise to any mechanics' or materialman's or other statutory liens against the Property, or any part thereof, or for which Purchaser will be responsible.
- h) Condemnation. To Seller's knowledge, and except for potential common carrier pipeline easement condemnations for which a final offer letter has not been received, there is no pending or, to the best knowledge of Seller, threatened condemnation or similar proceeding or special assessment (inclusive of assessments for street widening, repair, or improvement) affecting the Property, or any part thereof.
- i) Environmental. To Seller's knowledge, (i) the Property is not in material violation of any state, local or federal statutes, laws, regulations, ordinances, rules or guidance pertaining to water rights, health and safety or the environment ("Environmental Laws"), including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Endangered Species Act, the Migratory Bird Treaty Act, the Safe Drinking Water Act, the Federal Clean Air Act, the Hazardous Materials Transportation Act, the Texas Solid Waste Disposal Act, the Texas Water Code, each as amended and all regulations promulgated thereunder, (ii) nor is the Property subject to any existing, pending or threatened investigation or inquiry (including request for information) or notice of violation or notice of enforcement by any governmental authority with respect to Environmental Laws or any claims, demands, suspected or known, for remedial obligations under Environmental Laws, and (iii) there are no conditions on, in, under or in connection with the Property that would reasonably be considered a material remediation obligation of the Property owner or give rise to a material liability of the Property owner under Environmental Laws.
- j) Consents; Preferential Rights. No consent of any third party is necessary to consummate the transaction contemplated by this Agreement that will not be obtained prior to Closing and no party has any preferential right to purchase the Property or any interest therein.
- k) Taxes. Seller has paid all state and local taxes due and owing with respect to the Property prior to Closing, and, to Seller's knowledge, there are no unpaid or delinquent taxes creating a lien on any portion of the Real Property.

4.2 The representations and warranties contained in Section 4.1 above shall survive the Closing and continue in full force and effect notwithstanding the Closing and consummation of the sale contracted for herein for a period of nine (9) months (except for the representations and

warranties contained in Section 4.1(k) (Taxes), which shall survive until thirty (30) days following the expiration of the applicable statute of limitations), at which time they terminate and shall be of no force or effect. All references in this Agreement and/or in any other document or instrument executed by Seller in connection with or pursuant to this Agreement, to “Seller’s knowledge” or “to the knowledge of Seller” and words of similar import shall refer to facts within the current actual knowledge of Seller’s current management without any independent investigation of any kind except verification by such party with Seller’s employees who presently primarily handle the matters that are the subject of such representation.

4.3 Seller covenants with Purchaser that, between the Execution Date and the Closing Date:

- a) Maintenance and Operations. To the extent within Seller’s reasonable control, Seller shall (i) cause the Property to be maintained and operated in compliance with all applicable laws and in the ordinary course, consistent with past practices including but not limited to using commercially reasonable efforts to maintain all insurance applicable to the Real Property during such period; (ii) maintain in full force and effect all permits or authorizations held by Seller and required for ownership and/or operation of the Property; (iii) obtain Purchaser’s prior written approval, which approval may not be unreasonably withheld, conditioned or delayed, prior to any future expenditures and proposed contracts and agreements (including but not limited to any rights of way, easements, other types of burdens) relating to the Property including but not limited to amending, renewing, terminating or otherwise altering the same, (iv) not enter into any agreement or arrangement transferring, selling, or encumbering any of the Property; (v) not grant any preferential right or other similar right to purchase any property; (vi) obtain Purchaser’s prior written approval, which approval may not be unreasonably withheld, conditioned or delayed to enter into, terminate or amend any contract relating to the Property which would be binding upon Purchaser or the Property following Closing; and (vii) not commit to do any of the foregoing in subsections (i)-(vi).
- b) Notification of Litigation. Seller will promptly notify Purchaser of any litigation or administrative proceeding, of which Seller becomes actually aware, concerning or affecting the Property or the use or operation thereof or the ability of Seller to perform its obligations under this Agreement.
- c) Notification of Condemnation. Seller will promptly notify Purchaser of any actual knowledge regarding the threat, in writing, of the potential institution of any proceedings for the condemnation of the Property, or any portion thereof.
- d) Notification of Violation of Laws. Seller will promptly provide to Purchaser copies of any notices which Seller receives from any governmental authority with respect to the alleged violation of any applicable laws relating to the Property.

- e) No Lien or Assignment. Seller will not prior to Closing, without the prior written consent of Purchaser, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the Property which are not delinquent), security interest, encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, or any part thereof, other than the Permitted Exceptions, which would be binding upon Purchaser or the Property following Closing.
- f) No Marketing. Seller shall withdraw the Real Property from active marketing and Seller will not accept or discuss any additional offers to acquire the Real Property during the duration of this Agreement.

4.4 Prior to the Closing Date, Purchaser will have the opportunity to make such inspections of the Property and matters related thereto as Purchaser desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Purchaser's proposed use. Purchaser acknowledges and agrees that, except for the limited representations set forth in Section 4.1 and in any documents delivered by Seller at the Closing (collectively, the "Exclusions"), the Property is to be sold in an "**AS IS**" condition, with all faults, and Purchaser acknowledges that the Property may have been used for oil and gas, agricultural, commercial and/or industrial purposes, among other uses.

4.5 Except for the Exclusions, Purchaser agrees that any information Purchaser may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Purchaser will make an independent verification of the accuracy of the information. Except for the Exclusions, Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, or the environmental condition of the Property (collectively "Condition of the Property"), and Purchaser acknowledges that it is entering into this Agreement on the basis of Purchaser's own independent investigation of the physical and environmental conditions of the Property. **Furthermore, except for the Exclusions, it is the Parties' express understanding and agreement that Purchaser is relying exclusively on its own independent investigation and evaluation of every aspect of the Property or Condition of the Property and not on any information supplied by Seller or its agents. Except for the Exclusions, Purchaser expressly disclaims any intent to rely on any such information provided by Seller or its agents in connection with Purchaser's inspection of the Property and matters related thereto, and Seller agrees that it shall rely solely on its own independently developed or verified information. Except for the Exclusions, Purchaser assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.**

4.6 From and after Closing, except for any rights of Purchaser arising from the Exclusions, Purchaser RELEASES and forever discharges Seller, its affiliates, employees, agents, officers, trustees, successors and assigns, from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, penalties, damages (including punitive damages), losses, costs, liabilities (including strict liabilities) and expenses, including attorneys' fees, in any way arising out of or connected with the known or unknown Condition of the Property (including, without limitation, any contamination in, on, under or adjacent to the Property by any hazardous or toxic substance or material), or any federal, state or local law, ordinance, rule or regulation applicable thereto, including without limitation, the Toxic Substances Control Act, CERCLA, RCRA, Texas Solid Waste Disposal Act, Texas Water Code or other state, federal or local statute. The foregoing applies regardless of any negligence or strict liability of Seller, its affiliates, or their respective employees, agents or officers.

4.7 The provisions of this Article will survive the delivery of the Special Warranty Deed and the Transaction Documents and will bind and inure to the benefit of the Parties, their heirs, successors and assigns.

#### ARTICLE V

#### ESCROW, SURVEY, TITLE INSURANCE AND ABSTRACT OF TITLE

5.1 Purchaser may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Period. If Purchaser obtains a PTR, a copy thereof shall be delivered promptly to Seller.

5.2 Purchaser, in its discretion and at Purchaser's cost, may obtain an updated or new survey of the Land (the "Survey"). If obtained and upon completion of the Survey and Seller's reasonable approval thereof, the legal description in Exhibit A-1 hereto shall be modified to conform to the legal description set forth on the Survey whereupon such modified legal description shall be used in the Special Warranty Deed and the documents contemplated by Sections 7.6, 7.7 and 7.8 below (as applicable to the extent any Survey description is available and reasonably approved by Seller) to be executed and delivered at Closing.

5.3 If any aspect of the PTR, the Survey (if obtained), or Purchaser's environmental or title review is objectionable to Purchaser or the status of the agreements in Section 3.6 not acceptable to Purchaser have not been terminated (all such objections and such unacceptable contracts that were not terminated are herein "Property Objections"), then in Purchaser's sole discretion, Purchaser shall notify Seller of such fact in writing no later than the expiration of the Feasibility Period. Seller shall be obligated to satisfy (a) any mortgage, deed to secure debt, deed of trust or similar security instrument entered into or assumed by Seller and encumbering all or any part of the Property, (b) any mechanic's, materialman's or similar lien (unless resulting from any act or omission of any tenant or subtenant or their visitors, agents or invitees of the Property, or from Purchaser or any of its agents, contractors, representatives or employees), and (c) the lien of ad valorem real or personal property taxes, assessments and governmental charges affecting all or any portion of the Property which are delinquent (collectively, "Monetary Liens"), and Purchaser shall not be required to include

any Monetary Lien in an objection notice. Monetary Liens shall be deemed "satisfied" upon the deposit by Seller (which may be from proceeds of the Purchase Price) with the Title Company at Closing of funds sufficient to pay the underlying obligation relating to such Monetary Liens, provided that the Title Company is willing to "insure over" the title encumbrance relating thereto. Seller shall have the right, but not the obligation, to attempt to eliminate or modify any such Property Objections; and if Seller elects to attempt the same, Seller shall not be obligated to bring any action or proceeding or to incur any expense whatsoever in that regard. In the event Seller does not elect to attempt, or elects to attempt, but is unable to modify or eliminate any such Property Objections to Purchaser's reasonable satisfaction prior to Closing (other than the Monetary Liens, which shall be satisfied by Seller on or before the Closing), and Seller and Purchaser have not entered into a written agreement in regard to the modification or elimination of such Property Objections, Purchaser shall be entitled to:

- a) as to any Real Property with remaining Property Objections, exclude in increments of at least an entire section up to an aggregate exclusion of the Real Property no greater than three (3) aggregate sections all of which must be on or adjacent to the perimeter boundary of the entire Real Property which shall also include Section 11, Block 57, Township 1, and Section 3, Block 55, Township 1, (any such properties are also included in the term "Excluded Property"), reduce the Purchase Price by Eight Thousand Dollars (\$8,000) per acre for each such Excluded Property, and proceed to Closing and accept title to all other Property subject to such Property Objections; provided, however, should such exclusion result in Seller not having access to the Excluded Property, Purchaser shall grant Seller rights of ingress and egress across the Property conveyed to Purchaser hereunder to the extent necessary for Seller to reach such Excluded Property and on terms mutually agreeable to Seller and Purchaser;
- b) terminate this Agreement prior to the Closing Date and shall be refunded the Earnest Money (less the Independent Consideration); or
- c) proceed to Closing and accept title to the Property subject to such Property Objections.

In the event Purchaser elects to exclude certain portions of the Real Property as Excluded Property as provided in (a) above, Seller may elect to terminate this Agreement and in such event, Purchaser shall be refunded the Earnest Money including the Independent Consideration. Otherwise, if Purchaser terminates this Agreement as provided by this Section 5.3, Purchaser shall be refunded the Earnest Money, less the Independent Consideration. If no such written notice of termination is given before the Closing Date, Purchaser will be deemed to have waived its right to terminate under this Section 5.3. In the event of a termination by Purchaser or Seller under this Section 5.3, this Agreement will terminate without any further force and effect, and without further obligation of either party to the other, other than the refunding of the Earnest Money (including or excluding the Independent Consideration) as set forth in this Section 5.3 and such other obligations as expressly survive any termination of this Agreement. Except as to Seller's obligations under Section 3.6, all matters of record and all exceptions appearing in the PTR to which Purchaser does not object (other

than the Monetary Liens and any Schedule C items, which shall be satisfied by Seller on or before the Closing) or which are deemed waived and accepted by Purchaser as set forth herein, are herein referred to as the “Permitted Exceptions”; provided, however, that as to those exceptions to which Purchaser does object, if Seller modifies any such exception to Purchaser’s satisfaction, which satisfaction must be evidenced by a written notice executed by Purchaser, then such exception, as so modified, shall be deemed included in the term “Permitted Exceptions”.

**ARTICLE VI**  
**CONDITIONS TO CLOSING; FORM OF DEED; RESERVATIONS;**  
**CLOSING DOCUMENTS**

6.1 At Closing, Seller will transfer Seller’s interest in the Property (less any Excluded Property) to Purchaser by Special Warranty Deed, subject only to the Permitted Exceptions. The Special Warranty Deed shall be in the form attached as Exhibit B, provided, however, that if and to the extent that any of the Permitted Exceptions requires the recitation or incorporation in any deed of any provisions of such Permitted Exception, the Special Warranty Deed may conform to such requirements.

6.2 Seller’s obligations to consummate the sale of the Property pursuant to the terms of this Agreement are subject to and conditioned upon the following:

- a) Purchaser’s Representations and Warranties. Each of the representations and warranties made by Purchaser herein shall be true and correct in all material respects on the Closing Date as if made on and as of such date.
- b) Performance by Purchaser. Purchaser shall have performed in all material respects all obligations which it is required to perform on or before the Closing Date pursuant to the provisions of this Agreement.

6.3 Purchaser’s obligations to consummate the acquisition of the Property pursuant to the terms of this Agreement are subject to and conditioned upon the following:

- a) Seller’s Representations and Warranties. Each of the representations and warranties made by Seller herein shall be true and correct in all material respects (except as to those representations qualified by materiality, whether by reference to the terms “material,” “materiality” or similar qualifiers, which such representations shall be true and correct in all respects) on the Closing Date.
- b) Performance by Seller. Seller shall have performed in all material respects all obligations which Seller is required to perform on or before the Closing Date pursuant to the provisions of this Agreement.
- c) No Injunctions. The transactions contemplated under this Agreement to be effected on the Closing Date shall not have been restrained or prohibited by any injunction

or order or judgment rendered by any court or other governmental agency of competent jurisdiction and no proceeding shall have been instituted and be pending in which any creditor of Seller or any other person seeks to restrain such transactions or otherwise to attach any of the Property, provided that any such proceeding or action contemplated by this Section shall not be deemed to include any proceeding or action brought by, through or under Purchaser.

- d) No Title Changes. No change shall have occurred, without Purchaser's written consent, in the state of title matters disclosed in the PTR and the Survey (if obtained) since the expiration of the Feasibility Period.
- e) Environmental. There shall be no material violation, material remediation obligation or other material liability under Environmental Laws relating to the Property which first occurred after the expiration of the Feasibility Period.
- f) Necessary Consents and Preferential Right Waivers. On or prior to Closing, Seller shall have obtained all necessary consents and waivers for the Necessary Consents and Preferential Right Waivers (and paid all necessary costs thereto to obtain the same).

6.4 If a condition to a party's obligations under this Agreement is not either satisfied or waived by such party in writing, then such party may, in addition to any other remedies which such party may have with respect thereto, terminate this Agreement by written notice given to the other on or before the Closing Date, whereupon, except as otherwise provided in ARTICLE VII hereof in the event of a default by Purchaser, Purchaser shall be entitled to (i) if the failure of the closing condition is a result of a breach of representation made to the knowledge of Seller, the return of the Earnest Money, including the Independent Consideration, or (ii) in all other cases for a failure of a closing condition in Section 6.3 above, the return of the Earnest Money, less the Independent Consideration, this Agreement shall be null and void and none of the parties hereto shall have any further rights against, or obligations to, the others under this Agreement, except as otherwise expressly provided herein.

## **ARTICLE VII**

### **CLOSING - DEFAULT**

7.1 Closing (the "Closing") will occur on January 7, 2019, or such other date as may be mutually agreed upon by the parties ("Closing Date") at the Title Company (provided either party may elect to close in escrow), as such date may be extended by Seller or Purchaser pursuant to an express provision of this Agreement. The Closing shall occur by means of a so-called "New York Style Closing" (i.e., meaning the concurrent delivery of the documents required to be delivered under this Article VII, delivery of the Special Warranty Deed and the payment of the Purchase Price). All documents or other deliveries required to be made by Purchaser or Seller at Closing, and all transactions required to be consummated concurrently with Closing, shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made, and no transaction shall

be deemed to have been consummated, until all deliveries required by Purchaser and Seller shall have been made, and all concurrent or other transactions shall have been consummated. All Closing costs (other than taxes, which are allocated under Article IX) shall be paid as set forth below.

7.2 If during the period after the Execution Date and before the Closing, either Purchaser or Seller obtains knowledge that any of the representations or warranties made herein by Seller are untrue, inaccurate or incorrect in any material respect (herein "Inaccurate Representations"), such party shall provide the other party written notice thereof within three (3) business days of obtaining such knowledge (but, in any event, prior to the Closing). In such event, Seller shall have the right (but not the obligation) to attempt to cure such misrepresentation or breach and shall, at its option, be entitled to extend the Closing Date (for up to thirty (30) days) upon written notice to Purchaser for the purpose of such cure. If Seller elects to attempt to so cure but is unable to so cure any misrepresentation or breach of warranty, or if Seller does not attempt any such cure, then Seller shall provide written notice no later than the day before Closing of such elections or inability to cure the Inaccurate Representation and Purchaser, as its sole remedy for the Inaccurate Representations subject to such notices shall elect either (i) to waive such misrepresentations or breaches of representations and warranties to the extent known (to the actual and present knowledge of Purchaser as of the Closing Date, without a duty of inquiry, to actually constitute an actual breach of such representation and warranty) and consummate the transaction contemplated hereby without any reduction of or credit against the Purchase Price and without any right to make a claim against Seller with respect thereto, whereupon Seller's representations and warranties shall be modified accordingly, or (ii) Section 6.4 shall apply.

7.3 If Seller fails to consummate the transaction contemplated by this Agreement for any reason other than Purchaser's default, failure of a condition precedent to Seller's obligation to close, or the permitted termination of this Agreement by Seller or Purchaser as expressly provided herein, Purchaser may terminate this Agreement and receive a refund of the Earnest Money, less the Independent Consideration, and in the event of a willful default by Seller (which shall include, without limitation, the failure to close with the closing conditions in Section 6.2 being met), receive a refund of the full Earnest Money including the Independent Consideration, and the costs incurred for the PTR and Survey not to exceed \$25,000.00. Except as provided in the foregoing sentence, Purchaser expressly waives its rights to seek damages in the event of the failure of Seller to consummate the sale of the Property at Closing. In the event of such termination, neither Seller nor Purchaser will have any further liability hereunder other than those obligations which expressly survive termination.

7.4 If Purchaser fails to consummate the transaction contemplated by this Agreement for any reason other than the default of Seller, failure of a condition precedent to Purchaser's obligation to close, or the exercise by Purchaser or Seller of an express right of termination granted herein, Seller may, as its sole and exclusive remedy, terminate this Agreement and receive the Earnest Money (including the Independent Consideration) and neither Seller nor Purchaser shall have any further obligations or liability hereunder except for any of Purchaser's surviving obligations. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Purchaser fails to perform. The parties agree that Seller's damages are difficult to ascertain and that such Earnest Money is a fair approximation of Seller's damages.

7.5 At Closing, Seller shall deliver to Purchaser an executed certificate (i) of non-foreign status that meets the requirements set forth in Treasury Regulations § 1.1445-2(b)(2), substantially in the form attached hereto as Exhibit C; and (ii) the certificate required under Section 6.3(a).

7.6 At Closing, (i) Seller shall deliver to Purchaser executed originals of the Surface and Water Use and Easement Agreements in the forms attached hereto as Exhibit D and Exhibit E for the Land in Section 3, Block 55, Township 1, Loving County, Texas and Section 3, Block 56, Township 2, Loving County, Texas respectively, and (ii) Purchaser shall deliver Seller a counterpart original of the same. Memorandums for such Surface and Water Use and Easement Agreements shall be recorded in the applicable real property records by the Title Company.

7.7 At Closing, (i) Seller shall deliver to Purchaser an executed original Surface Use and Right-of-Way and Easement Agreement in the form attached hereto as Exhibit F for the Land in Section 3, Block 56, Township 1, Loving County, Texas, and (ii) Purchaser shall deliver Seller a counterpart original of the same. A memorandum of such Surface Use and Right-of-Way and Easement Agreement shall be recorded in the applicable real property records by the Title Company.

7.8 At Closing, (i) Seller shall deliver to Purchaser an executed original Surface Use and Right-of-Way and Easement Agreement in the form attached hereto as Exhibit G covering Sections 1 and 5, Block 56, Township 2, Loving and Reeves Counties, Texas, and (ii) Purchaser shall deliver Seller a counterpart original of the same. A memorandum of such Surface Use and Right-of-Way and Easement Agreement shall be recorded in the applicable real property records by the Title Company and such memorandum shall specifically reference the grant of the easement therein.

7.9 At Closing, (i) Seller shall deliver to Purchaser an executed original Bill of Sale in the form attached hereto as Exhibit H (the "Bill of Sale") assigning the Personal Property to Purchaser, and (ii) Purchaser shall deliver Seller a counterpart original of the Bill of Sale (collectively with the documents in Sections 7.6 through 7.9 above, the "Transaction Documents").

7.10 At Closing, Seller shall deliver (i) evidence reasonably acceptable to the Title Company authorizing the consummation by Seller of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Seller; (ii) an affidavit, or other similar documentation, that may be required by the Title Company so the Title Policy can be issued on the Real Property without any standard printed exceptions customarily removed with such owner's affidavit; and (iii) such other documentation as may be reasonably required of Seller such that the Title Company can issue the Title Policy.

7.11 At Closing, each party shall execute and deliver to the Title Company a settlement statement providing for the payment of the Purchase Price hereunder, subject to the prorations and other adjustments set forth in this Agreement, including those set forth in Section 9.3.

**ARTICLE VIII**  
**SECTION 1031 EXCHANGE**

8.1 Seller may consummate the sale of the Real Property as part of a so-called like kind exchange ("Exchange") pursuant to § 1031 of the Internal Revenue Code.

8.2 If the Seller elects to consummate the sale of the Real Property as an Exchange, Seller shall provide notice of same to Purchaser at least five (5) days prior to the Closing Date and shall provide to Purchaser drafts of any documents which Purchaser shall have to execute in order for Purchaser to have adequate time to review and approve of same. Additionally, the Earnest Money and, at Closing, the Purchase Price shall be deposited with a qualified intermediary or qualified escrow account selected by Seller (the "Exchange Agent"). Seller may affect its Exchange through an assignment of its rights (but not its obligations) under this Agreement to the Exchange Agent. Purchaser further agrees to execute any and all documents (subject to the reasonable approval of Purchaser's counsel) as are reasonably necessary in connection with the Exchange, provided that the Closing shall not be contingent upon or subject to the completion of the Exchange. Seller shall have the right to adjourn the Closing by up to fifteen (15) days to the extent necessary to facilitate the consummation or accomplishment of the Exchange.

8.3 Seller shall pay any additional costs that would not otherwise have been incurred by Purchaser had Seller not consummated the transaction through an Exchange (such payment obligation shall survive Closing or any termination of this Agreement). Neither party shall, by this Agreement or acquiescence to an Exchange desired by Seller, have its rights or obligations under this Agreement affected or diminished in any manner, and Purchaser shall not be responsible for compliance with or be deemed to have warranted to Seller that its Exchange in fact complies with § 1031 of the Internal Revenue Code.

**ARTICLE IX**  
**PRORATIONS; CLOSING COSTS**

9.1 All ad valorem taxes, property taxes, local taxes or other assessments due and payable for the year of the Effective Date assessed against the Property shall be prorated between Purchaser and Seller as of the Effective Date, based on the number of days in the taxable period on and prior to the Effective Date (for which Seller shall be responsible) and the number of days in the taxable period after the Effective Date (for which Purchaser shall be responsible). If Closing occurs before that year's tax bills are available, the proration will be based on the most recent tax rate and assessment; provided, after the taxes for the year in which the Closing occurs are finally assessed, upon written demand, Purchaser shall refund to Seller any amount overpaid by Seller or Seller shall pay to Purchaser the amount of any deficiency in the proration. Except as may otherwise be provided in the applicable agreements between the Parties attached hereto as Exhibits D through G, Purchaser shall be responsible for the payment of all ad valorem taxes, including without limitation all so-called "roll-back taxes" which may be levied, assessed, charged or collected by any taxing authority with respect to any change of use of the Property occurring after Closing, whether such taxes or assessments are levied, assessed, charged or collected at Closing or thereafter; provided, however,

if any such additional roll-back taxes are levied solely because of Seller's use or change in use of the Property (or any portion thereof) occurring prior to Closing, Seller shall pay and be liable for all such taxes. Seller shall be responsible for any income and franchise taxes and any sales or use taxes or similar transfer taxes payable as a result of the sale of all or any part of the assets comprising the Property to Purchaser. Seller shall be responsible for Monetary Liens. **Purchaser and Seller shall indemnify and hold each other harmless from all such liability for which Purchaser or Seller is liable under this Article IX.**

9.2 Costs of closing this transaction will be allocated between Seller and Purchaser as follows:

- a) Seller Costs. Seller shall pay (i) the basic premium of the Title Policy (but not for extended coverage or any endorsements or modifications to the Title Policy) and (ii) the costs, if any, incurred by Seller in connection with the performance of its obligations under this Agreement.
- b) Purchaser Costs. Purchaser shall pay (i) any premiums related to extended coverage or any endorsements or modifications to the Title Policy requested by Purchaser, (ii) the recording fees, (iii) the cost of the Survey, if obtained, (iv) any escrow fee or similar charges of Title Company, and (v) the costs, if any, incurred by Purchaser in connection with the performance of its obligations under this Agreement.
- c) Other Costs. All other expenses incurred by Seller or Purchaser with respect to the Closing, including, but not limited to, legal fees of Purchaser and Seller (except in the event of litigation), will be borne and paid exclusively by the party incurring same, without reimbursement, except to the extent otherwise specified in this Agreement.

9.3 Revenues. Revenues from the Real Property actually received by Seller and due and payable after the Effective Date will be allocated between Seller and Purchaser so that all revenue from the Property, including, but not limited to, rental income actually collected, shall be prorated at the Closing, effective as of the Effective Date. Purchaser shall be entitled to all revenues due and payable after the Effective Date, and to the extent Seller receives any such revenues after the Closing Date, Seller shall pay the same to Purchaser promptly after receipt thereof. Notwithstanding the forgoing, Purchaser shall not receive credit for and Seller shall not be required to pay Purchaser any revenue which was due and payable for the Property prior to the Effective Date even if such payments were for prepaid rent or other prepaid moneys.

9.4 Closing and Post-Closing Accounting Settlements. At or before Closing, the parties shall determine, based upon the best information reasonably available to them, the amount of the adjustments provided for in Sections 9.1 and 9.3 above. If the amount of adjustments so determined which would result in a credit to Purchaser exceed the amount of adjustments so determined which would result in a credit to Seller, Purchaser shall receive a credit, for the amount of such excess, against the Purchase Price to be paid at Closing, and, if the converse is true, Purchaser shall pay to Seller, at Closing (in addition to amounts otherwise then owed), the amount of such excess. On or

before one hundred twenty (120) days after Closing, Purchaser and Seller shall review any additional information which may then be available pertaining to the adjustments provided for in Sections 9.1 and 9.3, shall determine if any additional adjustments (whether the same be made to account for taxes or revenues not considered in making the adjustments made at Closing, or to correct errors made in such adjustments) should be made beyond those made at Closing, and shall make any such adjustments by appropriate payments from Seller to Purchaser or from Purchaser to Seller. Each of Purchaser and Seller shall use its commercially reasonable efforts to share any information available to such party and pertaining to the adjustments contemplated by Sections 9.1 and 9.3 and this Section 9.4 with the other party. Should any additional items which would be the subject of adjustments provided for in Sections 9.1 and 9.3 above come to the attention of Purchaser or Seller after such adjustments in this section above are concluded, such adjustments shall be made by appropriate payments from Purchaser to Seller or from Seller to Purchaser.

**ARTICLE X**  
**NEGOTIATIONS - BROKERS AND FINDERS**

10.1 Negotiations relative to this transaction have been carried on by both Parties without the intervention of any person that will give rise to any valid claim against either of the Parties hereto, for brokerage commission or other like payment. Each Party hereto shall **indemnify and hold harmless** the other Party against and from any and all claims for brokerage commission or other like payments arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying Party.

**ARTICLE XI**  
**POST-CLOSING COVENANTS**

11.1 Permits. Seller and Purchaser agree that they will provide reasonable support requested by the other respective party for obtaining permits, determinations, approvals, and any other action from the Railroad Commission of Texas, any applicable groundwater conservation district or other applicable governmental authority, as necessary for the other party's Groundwater production and saltwater disposal well operations on the Lands, including not contesting any reasonable permit request.

11.2 Announcements; Confidentiality. Each Party shall not (and shall cause its Affiliates not to) make any press release or other public announcement regarding the existence of this Agreement, the contents hereof or the transaction contemplated hereunder ("Confidential Information") except as otherwise required by applicable laws, rules or regulations, without the prior written consent of the other Party. Except as expressly provided in this Agreement, each Party agrees (and agrees to direct its Representatives) to keep confidential the existence of this Agreement, the contents hereof or the transactions contemplated herein and shall not, without the other Party's prior written consent, disclose such information to the media, any individual, or any third party, firm, corporation, company, partnership or other entity (individually or collectively, a "**person**"). The Parties shall limit the disclosure of Confidential Information to only those officers, directors, employees, agents and other representatives (including attorneys, accountants, technical advisors,

financing sources, financial advisors and other consultants and advisors) of the Parties or of their Affiliates (defined below), which, in each case, have a reasonable need to know the Confidential Information in order to assist with this Agreement (collectively, a Party's "Representatives"). The term "Affiliate" as used herein shall mean a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a Party, where the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting shares, by contract, or otherwise. In addition, except as may be required by law, rule or regulation (including rules of an applicable stock exchange), without the prior written consent of the other Party, no Party nor its Representatives will (i) confirm or deny any statement made by a third party regarding the Confidential Information or (ii) disclose to any person the fact that Confidential Information has been made available to it. Each Party agrees that, in complying with its confidentiality obligations under this Agreement, such Party shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information. The Parties agree to be responsible for any breach of this Agreement by their respective Representatives.

## ARTICLE XII CONDEMNATION

12.1 If prior to Closing, any party commences or imminently threatens in writing to commence any eminent domain proceedings to take any portion of the Property, Purchaser shall have the unilateral right in Purchaser's sole discretion, exercisable by giving notice of such decision to Seller within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings and the Closing Date shall be extended as needed to allow for such thirty (30) day period, to (i) if such proceedings affect an aggregate twenty-five percent (25%) of the acreage of all Property or would materially impair Purchaser's intended use of the Property as reasonably demonstrated to Seller, terminate this Agreement whereupon the Earnest Money (less the Independent Consideration) shall be returned to Purchaser or (ii) if such condemnation affects less than twenty-five percent (25%) of the acreage of all Property or would not materially impair Purchaser's intended use of the Property, not terminate this Agreement whereupon the Agreement shall remain in full force and effect and Purchaser shall take title to the Property subject to such condemnation or sale and without reduction of the Purchase Price. If this Agreement is not terminated by Purchaser, then in each instance Seller shall assign to Purchaser at the Closing (extended, as necessary) any and all rights and claims Seller may have to the proceeds of any such condemnation or sale in lieu of condemnation or, if such proceeds have already been paid to Seller, Seller shall pay an amount equal to such proceeds to Purchaser at the Closing. The parties hereto shall have the rights and duties set forth in this Section rather than as prescribed by the Uniform Vendor and Purchaser Risk Act (Texas Property Code, Section 5.007).

**ARTICLE XIII**  
**DISCLOSURES AND NOTICES TO PURCHASER**

13.1 Notice Regarding Possible Liability for Additional Taxes (Texas Property Code Section 5.010). If for the current ad valorem tax year, the taxable value of the Property is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

13.2 Annexation Disclosures. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction, or is likely to be located within a municipality's extraterritorial jurisdiction, Purchaser should contact all municipalities located in the general proximity of the Property for further information.

13.3 Notice of Water and Sewer Service. Pursuant to Section 13.257 of the Texas Water Code, Seller provides Purchaser with the following notice:

“The Property may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the Property. No other retail public utility is authorized to provide water or sewer service to the properties in the certificated area. If the Property is located in a certificated area, there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to the Property. You are advised to determine if the Property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to the Property.

Purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of this Agreement.”

**ARTICLE XIV**  
**MISCELLANEOUS**

14.1 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters to which it pertains and may be amended only by written agreement signed

by Purchaser and Seller and by reference made a part hereof. This Agreement may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between the parties. There are no unwritten oral agreements between the Parties.

14.2 Binding Effect. The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, Purchaser and Seller and their respective successors and permitted assigns.

14.3 Governing Law; Venue. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, the Property, the relationship of the Parties, and/or the interpretation and enforcement of the rights and duties of the Parties will be governed by the laws of the State of Texas without regard to any conflicts of law principles, and the venue of any claim, controversy or dispute shall be in a court of competent jurisdiction in Dallas County, Texas, for which the Parties hereby submit to the jurisdiction thereof. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT.

14.4 Assignment of Agreement. Except as set forth below, this Agreement may not be assigned by Purchaser, in whole or in part, without the written consent of Seller. Except pursuant to an Exchange, this Agreement may not be assigned by Seller, in whole or in part, without the written consent of Purchaser. Notwithstanding the foregoing, this Agreement, and the rights and obligations hereunder, may be assigned by Purchaser to any party controlled by, under the control of, or in common control with Purchaser without the consent of Seller, upon not less than five (5) days' notice to Seller, and any assignee or transferee under any such assignment or transfer by Purchaser shall expressly assume all of Purchaser's duties, liabilities and obligations under this Agreement (whether arising or accruing prior to or after the assignment or transfer) by written instrument delivered to Seller as a condition to the effectiveness of such assignment or transfer. No assignment or transfer shall relieve the original Purchaser of any duties or obligations hereunder, and the written assignment and assumption agreement shall expressly so provide.

14.5 Counterparts. This Agreement may be executed in multiple counterparts (and by facsimile or portable document format (PDF) transmission), each of which shall be an original but all of which together shall constitute but one and the same agreement.

14.6 Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by (a) overnight courier, (b) hand, (c) electronic mail or (d) U.S. registered or certified mail, return receipt requested in each case, postage prepaid, to the addresses or e-mail addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

If to Seller:

Texas Pacific Land Trust  
1700 Pacific Avenue, Suite 2770  
Dallas, Texas 75201  
Attn: Ty Glover  
Email: tyler@tpltrust.com  
Telephone No.214-969-5530

If to Purchaser:

WPX Energy Permian, LLC  
3500 One Williams Center, Suite 2600  
Tulsa, OK 74172  
Attn: Vice President, Land  
Email: greg.geist@wpxenergy.com  
Telephone No. 539-573-3006

With a copy to (which shall not constitute notice):

Micheal W. Dobbs  
Kelley Drye & Warren, LLP  
515 Post Oak Blvd., Suite 900  
Houston, Texas 77027  
Email: mdobbs@kellydrye.com  
Telephone No.713-355-5055

With a copy to (which shall not constitute notice):

WPX Energy Permian, LLC  
3500 One Williams Center, Suite 2600  
Tulsa, OK 74172  
Attn: General Counsel  
Email: dennis.cameron@wpxenergy.com  
Telephone No. 539-573-6846

Each party shall use commercially reasonable efforts to send a copy of any notice of termination under this Agreement to the Title Company on the same date and by the same method(s) as it is sent to the other party. The failure to send a copy of any termination notice to the Title Company does not invalidate an otherwise valid termination notice.

Any notice or other communication (i) mailed as hereinabove provided shall be deemed effectively given or received on the third (3<sup>rd</sup>) business day following the postmark date of such notice or other communication, (ii) sent by overnight courier or by hand shall be deemed effectively given or received upon receipt, and (iii) sent by electronic transmission shall be deemed effectively given or received on the day of such electronic transmission of such notice or other communication if transmitted prior to 5:00 p.m. Central Time on a business day and on the first business day after the day of transmission of such notice so long as a copy is sent the same day by hand or by overnight courier for next day delivery. Refusal to accept delivery shall be deemed delivered. Any notices given by the attorneys for the parties shall be deemed effective as if given by such party.

14.7 Performance. Time is of the essence in the performance of this Agreement.

14.8 Headings. Section headings or captions are used in this Agreement for convenience only and do not limit or otherwise affect the meaning of any provision of this Agreement.

14.9 Holidays, Etc. Whenever any time limit or date provided herein falls on a Saturday, Sunday, or legal holiday under the laws of the State of Texas or on a day when federal banks are closed, then that date is extended to the next day that is not a Saturday, Sunday, or legal holiday or a day when federal banks are closed. The term "business day" as used in this Agreement means any day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Texas or a day when federal banks are closed.

14.10 Legal Fees. If there is litigation, arbitration, or mediation concerning the interpretation or enforcement of this Agreement or any portion of this Agreement, the prevailing party is entitled to recover from the losing party its reasonable legal fees and paraprofessional fees, court costs, and expenses. The provisions of this Section 14.10 survive the Closing or any earlier termination of this Agreement.

14.11 Severability. If any provision in this Agreement is unenforceable in any respect, the remainder of this Agreement remains enforceable and, in lieu of the unenforceable provision, there will be added to this Agreement a provision as similar in terms to the unenforceable clause as may be possible and be enforceable.

14.12 Rule of Construction. Each party and its counsel have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement or any amendments, schedules, or exhibits to this Agreement.

14.13 Effective Date. The “Effective Date” of this Agreement shall be October 1, 2018, for all purposes.

14.14 Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered in connection with the performance of this Agreement and consummation of the Closing any and all such further acts, instruments, deeds, documents and assurances (in each case in form and substance reasonably acceptable to the party executing and/or performing the same) as may be reasonably required to consummate the transactions contemplated hereby. The foregoing obligation shall survive Closing.

14.15 Escrow Provisions.

- (a) The Title Company (hereinafter referred to as the “Escrow Agent”) shall hold the Earnest Money in escrow in an interest-bearing bank account (the “Escrow Account”) at the direction of Purchaser.
- (b) The Escrow Agent shall hold the Earnest Money in escrow in the Escrow Account until the Closing or sooner termination of this Agreement and shall hold or apply such proceeds in accordance with the terms of this Section 14.15(b). Seller and Purchaser understand that no interest is earned on the Earnest Money during the time it takes to transfer into and out of the Escrow Account. At Closing, the Earnest Money shall be paid by the Escrow Agent to, or at the direction of, Seller. If for any reason the Closing does not occur and either party makes a written demand upon the Escrow Agent (a copy of which shall be given to the other party) for payment of such amount, the Escrow Agent shall, within 24 hours give written notice to the other party of such demand (provided, however, that prior to the expiration of the Feasibility Period, Escrow Agent shall promptly and without further action refund the Earnest Money to Purchaser following written demand therefor by Purchaser (with a copy given to Seller)). If the Escrow Agent does not receive a written objection within five (5) business days after the giving of any such notice, the Escrow Agent is hereby authorized to make such payment. If the Escrow Agent does receive such written objection within such five (5) business day period or if for any other reason the Escrow Agent in good faith shall elect not to make such payment, the Escrow Agent shall continue to hold such amount until otherwise directed by joint written

instructions from the parties to this Agreement or a final judgment of a court of competent jurisdiction. However, the Escrow Agent shall have the right at any time to deposit the Earnest Money with the registry of the Court of the jurisdiction consented to by the Parties. The Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit the Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

- (c) The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and the Escrow Agent shall not be liable to either of the parties for any act or omission on its part, other than for its gross negligence or willful misconduct. Seller and Purchaser shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including, without limitation, attorneys' fees and disbursements, incurred in connection with the performance of the Escrow Agent's duties hereunder.
- (d) The Escrow Agent has acknowledged its agreement to these provisions by signing this Agreement in the place indicated following the signatures of Seller and Purchaser.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Purchase and Sale Agreement as of the date first written above.

**PURCHASER**

WPX ENERGY PERMIAN, LLC

By: /s/ Richard E. Muncrief

Its: CEO

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**SELLER**

TEXAS PACIFIC LAND TRUST

By: /s/ T. Glover  
Tyler Glover,  
General and State Agent for the Trustees

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The undersigned agrees to hold and disburse the Earnest Money in accordance with this Agreement.

**REPUBLIC TITLE OF TEXAS, INC.**

By: /s/ Rose M. Boisse

Name: Rose M. Boisse

Title: Senior Vice President

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**EXHIBIT A-1**

**LEGAL DESCRIPTION OF PROPERTY**

**AND ALLOCATED VALUE**

| <b>County</b> | <b>State</b> | <b>Abstract</b> | <b>Section</b> | <b>Block</b> | <b>Township</b> | <b>Acres</b> |
|---------------|--------------|-----------------|----------------|--------------|-----------------|--------------|
| Loving        | Texas        | 93              | 3              | 55           | 1               | 640          |
| Loving        | Texas        | 141             | 3              | 56           | 1               | 640          |
| Loving        | Texas        | 144             | 9              | 56           | 1               | 640          |
| Loving        | Texas        | 145             | 11             | 56           | 1               | 640          |
| Loving        | Texas        | 146             | 13             | 56           | 1               | 640          |
| Loving        | Texas        | 147             | 15             | 56           | 1               | 640          |
| Loving        | Texas        | 148             | 17             | 56           | 1               | 640          |
| Loving        | Texas        | 149             | 19             | 56           | 1               | 370.08       |
| Loving        | Texas        | 150             | 21             | 56           | 1               | 640          |
| Loving        | Texas        | 151             | 23             | 56           | 1               | 640          |
| Loving        | Texas        | 152             | 25             | 56           | 1               | 640          |
| Loving        | Texas        | 153             | 27             | 56           | 1               | 640          |
| Loving        | Texas        | 154             | 29             | 56           | 1               | 640          |
| Loving        | Texas        | 155             | 31             | 56           | 1               | 443.52       |
| Loving        | Texas        | 156             | 33             | 56           | 1               | 640          |
| Loving        | Texas        | 157             | 35             | 56           | 1               | 640          |
| Loving        | Texas        | 158             | 37             | 56           | 1               | 640          |
| Loving        | Texas        | 159             | 39             | 56           | 1               | 640          |
| Loving        | Texas        | 160             | 41             | 56           | 1               | 640          |
| Loving        | Texas        | 221             | 43             | 56           | 1               | 64           |
| Loving        | Texas        | 161             | 45             | 56           | 1               | 640          |
| Loving        | Texas        | 162             | 47             | 56           | 1               | 426.66       |
| Reeves        | Texas        | 576             | 47             | 56           | 1               | 213.34       |
| Loving        | Texas        | 215             | 3              | 56           | 2               | 29.3         |
| Reeves        | Texas        | 577             | 3              | 56           | 2               | 608.16       |
| Loving        | Texas        | 166             | 11             | 57           | 1               | 326.7        |

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF PROPERTY**

*Any and all property owned by Texas Pacific Land Trust in Section 1, Block 56, Township 2, T&P RR CO. Survey, Abstract 163, in Loving County, Texas*

*Any and all property owned by Texas Pacific Land Trust in Section 5, Block 56, Township 2, T&P RR CO. Survey, Abstract 223, in Loving County, Texas*

**EXHIBIT B**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of \_\_\_\_\_, 201\_\_, by TEXAS PACIFIC LAND TRUST ("Grantor") to WPX ENERGY PERMIAN, LLC, whose address is 3500 One Williams Center, Suite 2600, Tulsa, OK 74172 ("Grantee").

For and in consideration of the sum of Ten and No/100 Dollars and other valuable consideration to Grantor paid by the Grantee, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. Conveyance.

Grantor GRANTS, SELLS, and CONVEYS to Grantee, subject to the Permitted Exceptions and Mineral Reservation (each as defined below), all of the real property more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), together with all improvements, equipment, facilities, fixtures thereon and associated rights-of-way, permits, utilities and utility capacity (if any), and any and all interests of any type owned by Grantor in such real property including, without limitation, any easements, rights-of-way, adjacent streets, alleys, strips, gores, and other appurtenances to such real property (collectively, with the Land, the "Real Property"), except that Grantor for Grantor and Grantor heirs, successors and assigns reserves from any conveyance all oil, gas and other minerals that are in and under, and that may be produced from the Land and any royalty interests therein (the "Mineral Reservation"), and other Reservations and Exceptions as described below. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Additionally, Grantor hereby assigns to Grantee any and all causes of action or claims, if any, whether known or unknown, it may have against any other person or entity (other than Grantor and its affiliates) for the condition of the Real Property existing prior to the effective date of this deed, including the environmental condition of the Real Property.

2. Reservations and Exceptions.

This Deed is made, and is accepted by Grantee, subject to the restrictions, easements, covenants and encumbrances described on Exhibit B attached hereto and incorporated herein by reference for all purposes (the "Permitted Exceptions").

In addition to the Mineral Reservation and Permitted Exceptions, Grantor for Grantor and Grantor's heirs, successors and assigns reserves from the conveyance the following:

Exhibit B

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- a) All rights, title and interest in Groundwater located in, on or under the Land in Section 3, Block 55, Township 1, Loving County, Texas and Section 3, Block 56, Township 2 in Loving and Reeves Counties, Texas (the “Subject Lands”), together with the appurtenant rights related to such Groundwater, including the rights (i) to use, store, treat, reuse and recharge and (ii) to use the surface of such lands to the extent reasonably necessary for the exercise of such associated rights, including such rights of ingress and egress associated therewith over the Land and for water operations on or off the Subject Lands; provided, however, any access or use of the Land by Grantor shall not unreasonably interfere with any of Grantee’s operations on the Real Property; for purposes of this Deed, “Groundwater” shall mean water (including fresh, salt, and brackish water) percolating below the surface of the earth and not water produced from oil and natural gas exploration and production operations;
- b) the exclusive right of the surface estate owner to dispose of water (including fresh, salt, produced and brackish water) and oil and gas production waste or fluids into disposal or injection wells located on the Land in Section 3, Block 55, Township 1, Loving County, Texas and Section 3, Block 56, Township 2 in Loving, and Reeves Counties, Texas, together with the associated rights related to such, including the rights (i) to use, store, treat, reuse and recharge and (ii) to use the surface of such lands to the extent reasonably necessary for the exercise of such associated rights, including such rights of ingress and egress associated therewith over the Land; provided, however, any access or use of the Land by Grantor shall not unreasonably interfere with any of Grantee’s operations on the Real Property; and
- c) the right to use the surface of the Land in Section 3, Block 55, Township 1, Loving County, Texas, Section 3, Block 56, Township 1, Loving County, and Section 3, Block 56, Township 2 of Loving and Reeves Counties, Texas to construct, operate, repair, replace, maintain and use the water impoundments (limited to existing for Section 3, Block 56, Township 1, Loving County, Texas) and associated apparatus and appurtenances, and the rights of ingress and egress associated therewith over the Real Property; provided, however, any access or use of the Real Property by Grantor shall not unreasonably interfere with any of Grantee’s operations on the Real Property.

3. Restrictive Covenant.

Grantor has reserved certain water rights as set forth in Sections 2.(a) and (b) above and the exclusive right of the surface owner to dispose of water and oil and gas production waste or fluids on Section 3, Block 55, Township 1, Loving County, Texas and Section 3, Block 56, Township 2 in Loving, and Reeves Counties, Texas and Grantee and its heirs successor and assigns shall not use such property for any of the following prohibited uses (the “Restrictions”) with the express written consent of Grantor:

- 1) disposal of water (including fresh, salt, produced and brackish water) or oil and gas production waste or fluids;
- 2) extraction or production of Groundwater;

- 3) sale or transfer of any Groundwater extracted or produced from such property.

Grantor, as the fee simple owner of the Real Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, and uses of the Real Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Real Property; (b) privity of estate exists by reason of the ownership of the Real Property; (c) notice is given by filing this instrument in the real property records of the county in which the Real Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor and Grantee, who are affected by the structural integrity and uses of the Real Property. The Restrictions run with the land making up the Real Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, and their successors and assigns forever.

#### 4. Surface and Water Use Agreements

Reference is hereby made to those certain Surface and Water Use and Easement Agreements dated of even date herewith between Grantor and Grantee concerning Section 3, Block 55, Township 1, Loving County, Texas, Section 3, Block 56, Township 1, Loving County, and Section 3, Block 56, Township 2 of Loving and Reeves Counties, Texas (collectively, the "Surface Use Agreements" and each a "Surface Use Agreement"). The Surface Use Agreements set forth certain agreements between Grantor and Grantee relating to the Restrictions and Grantor's reservations in subsections 2(a)-(c) above ("Grantor's Reservations"). Grantor acknowledges that the Surface Use Agreements allow Grantee certain rights with respect to Grantor's Reservations and Restrictions and to the extent there are any conflicts between Grantor's Reservations and Restrictions, on the one hand, and terms and conditions of the Surface Use Agreements on the other hand, the applicable Surface Use Agreement shall control.

#### 5. Warranty of Title

TO HAVE AND TO HOLD the Real Property, subject to the Permitted Exceptions, Mineral Reservation, Reservations and Exceptions, and Restrictive Covenant, together with all and singular the rights and appurtenances thereto in anywise belonging, to Grantee, its successors and assigns, forever; and Grantor binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Real Property to Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

[signature, acknowledgment and exhibits to be added]

**EXHIBIT C**

**ENTITY'S CERTIFICATE OF NON-FOREIGN STATUS**

TRANSFEROR: Texas Pacific Land Trust

TRANSFeree: WPX Energy Permian,  
LLC

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform WPX Energy Permian, LLC, a Delaware limited liability company ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Seller, the undersigned hereby certifies the following on behalf of Seller as the "Transferor":

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Treasury Regulations);
2. Transferor is not a disregarded entity as defined in Treasury Regulations Section 1.1445-2(b)(2) (iii);
3. Transferor's U.S. employer identification number is \_\_\_\_\_;  
and
4. Transferor's office address is:  
\_\_\_\_\_  
\_\_\_\_\_.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct, and complete.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**[Signature, Acknowledgment and Exhibit to be added]**

Exhibit C

TEXAS PACIFIC LAND TRUST

List of Subsidiaries

| <u>Entity</u>                           | <u>Jurisdiction</u> |
|---|---------------------|
| Texas Pacific Water Resources LLC       | Delaware            |
| TPL Holdings LLC                        | Texas               |
| Texas Eagle Ranches, LLC                | Texas               |
| Texas Pacific Royalty Acquisitions, LLC | Texas               |
| Riverton Holdings, LLC                  | Texas               |

## CERTIFICATION

I, Tyler Glover, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2018 of Texas Pacific Land Trust;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2019

By: /s/ Tyler Glover  
Tyler Glover, General Agent and Chief Executive Officer

## CERTIFICATION

I, Robert J. Packer, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2018 of Texas Pacific Land Trust;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2019

By: /s/ Robert J. Packer

Robert J. Packer, General Agent and Chief Financial Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Texas Pacific Land Trust (the "Trust") on Form 10-K for the year ended December 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Tyler Glover, Chief Executive Officer of the Trust, certifies, to the best of his knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Trust.

Date: February 28, 2019

By: /s/ Tyler Glover  
Tyler Glover, General Agent and  
Chief Executive Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Texas Pacific Land Trust (the "Trust") on Form 10-K for the year ended December 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Robert J. Packer, Chief Financial Officer of the Trust, certifies, to the best of his knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Trust.

Date: February 28, 2019

By: /s/ Robert J. Packer  
Robert J. Packer, General Agent and Chief Financial Officer