

1 ARTICLE 8 – LESSEE REPORTING

2 EXISTING LEASE LANGUAGE

3 11. Upon request by Lessor, Lessee shall furnish Lessor any or all of the following types of data
4 relating to wells drilled on the leased premises or lands pooled therewith: (1) all wire line
5 surveys in open or cased holes, including, but not limited to, all electrical and radio activity logs,
6 porosity logs of all types and directional surveys; (2) core descriptions of both sidewall samples
7 and conventional cores; (3) drill stem and production test date; (4) daily drilling reports to be
8 supplied weekly; and (5) production data, current and cumulative, including oil, gas and water
9 production, surface and subsurface pressures. Lessee shall also furnish Lessor with any other
10 information and data requested by Lessor to keep Lessor fully informed that Lessee is complying
11 with the provisions of this Lease in good faith, and developing and operating the leased premises
12 as a reasonably prudent operator for the mutual benefit of Lessor and Lessee. Any information
13 furnished by lessee to Lessor or otherwise examined and studied by Lessor shall be retained in
14 confidence. Nothing in this Article shall require that Lessee furnish or permit inspection of any
15 interpretation of any of the types of data referred to above, and nothing herein shall be construed
16 as requiring Lessee to secure any such data solely for the purposes of this Article. Lessor’s
17 representative shall have access at all reasonable times to examine and inspect Lessee’s records
18 and operations pertaining to the leased premises or lands pooled therewith.

19 AUGUST DRAFT LANGUAGE

20 (A) Lessee shall furnish Lessor, upon request, all of the following types of well and survey
21 data in Lessee’s possession, or reasonably accessible to Lessee in connection with this
22 Lease including, but not limited to: (1) all wire line surveys in open or cased holes
23 including, but not limited to electrical and radioactivity logs, porosity logs of all types
24 and dip-meters, with all such logs to be provided, in standard fanfold paper format at
25 scales of 1 inch to 100 feet and 5 inches to 100 feet, digital image files in TIF and PDF
26 formats, and composite digital curve data in LAS (Log ASCII Standard) format or other
27 format requested by Lessor if maintained by Lessee; (2) directional surveys; (3) mud logs
28 and core descriptions of both sidewall samples and conventional cores; (4) drill stem and
29 production test data; (5) daily drilling reports (to be supplied weekly); and (6) production
30 data, current and cumulative, including oil, gas and water production, surface and
31 subsurface pressures (collectively “*Data*”).

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33 Upon request, Lessee also shall furnish Lessor with any other information and data in
34 Lessee’s possession or reasonably available to Lessee in order to keep Lessor fully
35 informed of Lessee’s good faith compliance with the provisions of this Lease and
36 continuing development of and operations on the Leased Premises. This information
37 together with the Data shall be referred as to the “*Records*”.

38 Notwithstanding anything herein to the contrary, Lessee’s obligation to provide such
39 information or data is limited to the format actually used by Lessee or reasonably

1 available to Lessee. Furthermore, to the extent allowed by law, Lessor agrees to keep
2 confidential any such Records not already part of the public domain.

- 3
- 4 (B) Nothing in this Article shall require Lessee to furnish or permit inspection of Lessee's
5 interpretation of the types of data referred to above, and nothing herein shall be construed
6 as requiring Lessee to secure any such data solely for the purpose of this Article.
7 Lessor's representatives shall have access, at reasonable times and intervals, to examine
8 and inspect Lessee's Records and operations being conducted on the Leased Premises or
9 lands pooled or unitized with any or all portions thereof. To the extent allowed by law,
10 Lessor shall keep confidential any information (including Records) not part of the public
11 domain.
- 12 (C) Failure of Lessee, after notice, to satisfy the requirements of this Article shall subject
13 Lessee to liquidated damages in the amount of One Hundred (\$100.00) Dollars per day
14 for each day of non-compliance, commencing on the thirty-first (31st) day after receipt of
15 notice. If Lessee satisfies such requirements within thirty (30) days after its receipt of
16 such notice, then no damages are due.
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18 **PROPOSED RE-WRITE (TRACK CHANGES)**

- 19 (A) Lessee shall furnish Lessor, upon request, ~~all of the following types of~~ well and survey
20 data ~~in Lessee's possession, or~~ reasonably ~~available accessible~~ to Lessee ~~relating to the~~
21 ~~leased premises or lands pooled therewith in connection with this Lease~~ including, but
22 not limited to: (1) all wire line surveys ~~and all (open and cased hole) logs run in the well~~
23 ~~in paper and digital formats to be determined by Lessor; in open or cased holes including,~~
24 ~~but not limited to electrical and radioactivity logs, porosity logs of all types and dip-~~
25 ~~meters, with all such logs to be provided, in standard fanfold paper format at scales of 1~~
26 ~~inch to 100 feet and 5 inches to 100 feet, digital image files in TIF and PDF formats, and~~
27 ~~composite digital curve data in LAS (Log ASCII Standard) format or other format~~
28 ~~requested by Lessor if maintained by Lessee;~~ (2) directional surveys; (3) mud logs and
29 core descriptions of both sidewall samples and conventional cores; (4) drill stem and
30 production test data; (5) daily drilling reports (to be supplied weekly); and (6) production
31 data, current and cumulative, including oil, gas and water production, surface and
32 subsurface pressures ~~(collectively "Data").~~

33 Upon request, Lessee also shall furnish Lessor with any other information ~~and data in~~
34 ~~Lessee's possession or~~ reasonably available to Lessee ~~in order~~ to keep Lessor ~~fully~~
35 informed of Lessee's ~~good faith~~ compliance with the provisions of this Lease and
36 ~~continuing development of and~~ operations on the Leased Premises. ~~This information~~
37 ~~together with the Data shall be referred as to the "Records".~~

38 ~~Notwithstanding anything herein to the contrary, Lessee's obligation to provide such~~
39 ~~information or data is limited to the format actually used by Lessee or reasonably~~
40 ~~available to Lessee. Furthermore, t~~To the extent allowed by law, Lessor agrees to keep
41 confidential any ~~information such Records~~ not already part of the public domain.
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1 (B) Nothing in this Article shall require Lessee to furnish or permit inspection of Lessee's
2 interpretation of the ~~types of data information~~ referred to above, ~~and nothing herein shall~~
3 ~~be construed as requiring Lessee to secure any such data solely for the purpose of this~~
4 ~~Article.~~ Lessor's representatives shall have access, at reasonable times and intervals, to
5 examine and inspect Lessee's information ~~Records~~ and operations being conducted on the
6 Leased Premises or lands pooled or unitized, ~~with any or all portions thereof. To the~~
7 ~~extent allowed by law, Lessor shall keep confidential any information (including~~
8 ~~Records) not part of the public domain.~~

9
10 ~~(C) Failure of Lessee, after notice, to satisfy the requirements of this Article shall subject~~
11 ~~Lessee to liquidated damages in the amount of One Hundred (\$100.00) Dollars per day~~
12 ~~for each day of non-compliance, commencing on the thirty first (31st) day after receipt of~~
13 ~~notice. If Lessee satisfies such requirements within thirty (30) days after its receipt of~~
14 ~~such notice, then no damages are due.~~

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16 **PROPOSED RE-WRITE (CLEAN VERSION)**

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18 (A) Lessee shall furnish Lessor, upon request, well and survey data reasonably available to
19 Lessee relating to the leased premises or lands pooled therewith including, but not
20 limited to: (1) all wire line surveys and all (open and cased hole) logs run in the well in
21 paper and digital formats to be determined by Lessor; (2) directional surveys; (3) mud
22 logs and core descriptions of both sidewall samples and conventional cores; (4) drill stem
23 and production test data; (5) daily drilling reports (to be supplied weekly); and (6)
24 production data, current and cumulative, including oil, gas and water production, surface
25 and subsurface pressures.

26 Upon request, Lessee also shall furnish Lessor with any other information reasonably
27 available to Lessee to keep Lessor informed of Lessee's compliance with the provisions
28 of this Lease and operations on the Leased Premises.

29 To the extent allowed by law, Lessor agrees to keep confidential any information not
30 already part of the public domain.

31
32 (B) Nothing in this Article shall require Lessee to furnish or permit inspection of Lessee's
33 interpretation of the information referred to above. Lessor's representatives shall have
34 access, at reasonable times and intervals, to examine and inspect Lessee's information
35 and operations being conducted on the Leased Premises or lands pooled or unitized.
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