Non-Traditional Financing Sources

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Austin Elam, Partner
Parties and Structures

Review of select non-traditional financing structures and sources

Austin Elam
Know your Counterparty (and Audience)

- Aligning the deal and the capital provider
  - Decision making layers
  - Experience in industry (or, where were they in 2014?)
  - Reputation and Reputational risk
Unitranche and Development Loans

- Traditional mechanism to finance significant drilling when other credit is unavailable (e.g., insufficient Borrowing Base capacity)
  - Can also be applied to acquisition finance and stressed RBLs
- Unitranche and Overadvance facilities
  - $1 + 1 = 3$
  - Requires material PDP properties
  - Blended rates or distinct “conforming” and “over-advance/development” tranches
- Development Loans
  - Generally useful if there are insufficient PDP reserves to generate a material Borrowing Base number
  - Equity kickers vary widely
    - Penny-warrants
    - Net Profits Interests – Term or Perpetual
    - Convertible Royalty Interest
  - AMI protections and limitations
The “DrillCo”

- The need for (off balance sheet) capital remains a constant
- Many credit facilities allow farmout and development agreements as express permitted dispositions
- Enter the DrillCo – a drilling joint venture between a Producer and a Capital Provider
  - Not a company or jointly-owned entity – a “financial” farmout agreement
  - Capital Provider agrees to fund Producer’s drilling of wells in exchange for negotiated “Before Payout” and “After Payout” returns and interests
- Providers historically have included insurance companies and firms of all sizes, from small family office to global funds

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<thead>
<tr>
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<th>Producer</th>
<th>Capital Provider</th>
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<tbody>
<tr>
<td>Drilling/Development</td>
<td>20%</td>
<td>80%</td>
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<tr>
<td>Payout Hurdle</td>
<td></td>
<td>13% IRR</td>
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<tr>
<td>Before Payout</td>
<td>40%</td>
<td>60%</td>
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<tr>
<td>After Payout</td>
<td>90%</td>
<td>10%</td>
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The Structural DrillCo “Deal”

- Scalable based upon size of drilling program (from 8 well up to 48+ wells)
- Can work in tandem with existing credit facilities, without Intercreditor
- In some cases, simplified off-ramps as opposed to equity based transactions

**Producer** receives:
- Access to capital to finance drilling of an agreed well program
- (Likely) no additional debt on the balance sheet
- The upside and full ownership of all in-fill and adjacent drilling locations outside of the program
- Borrowing Base uplift from DrillCo program wells once PDP (up to the Producer’s retained working interest in each well)

**Capital Provider** receives:
- Firm obligation by Producer to drill agreed well program
- Right to a return on invested dollars (BPO) plus a perpetual APO “tail” working interest in each program well
- Direct non-operated working interest in each funded well, carved out of the Producer’s estate in the event of a bankruptcy, with some strings attached
ORRIs, VPPs and NPIs

- **Royalty Interests**
  - **ORI**: interest in production free of production expenses
  - **VPP** (“Term ORI”): interest in limited fixed quantity, free of production expense
  - **NPI**: share of production burdened by certain expenses

- Analogous to DrillCo transactions with important exception for capital providers:
  - No direct personal liability
    - Little to no environmental exposure or exposure to royalty owners
    - No plugging obligations
    - Worst case is a $0 check for a month (or months)

- Frequently structured as “term” interests, that revert back to the producer upon satisfaction of a payout or other threshold

- Might require approval by the producer’s bank group(s)
The Structural “Deal” for Royalty Interests

• Scalable based upon percentage of production or size of burdened acreage

• **Producer** receives:
  – Access to capital, *sometimes* to finance drilling of an agreed well program
  – ( Likely) no additional debt on the balance sheet
  – **The upside and full ownership of all in-fill and adjacent drilling locations outside of the program**. **Full operational control and sole consent/non-consent election rights**
  – Borrowing Base uplift from program wells once PDP (up to the Producer’s retained working interest and net revenue interest in each well)

• **Capital Provider** receives:
  – Firm obligation by Producer to drill agreed well program, *but frequently PDP*
  – Right to a return on invested dollars (BPO) *plus a perpetual APO “tail” working interest in each program well*
  – Direct *non-operated working* interest in each funded well acreage, *potentially* carved out of the Producer’s estate in the event of a bankruptcy,
  – **Limited liability to third parties and lessened operational risks**
  – UBTI and tax considerations
CONTACT INFORMATION

Austin Elam
Partner
Chair – O&G Practice Group
HOUSTON

austin.elam@haynesboone.com
T +1 713.547.2122
F+ 1 713.236.5430