

BUSINESS COURT OF TEXAS, EIGHTH DIVISION

Slant Operating, LLC v. Octane Energy Operating, LLC

2025 Tex. Bus. 53 · No. 24-BC08A-0002 · Decided December 22, 2025

SUMMARY

The Business Court of Texas considered competing motions for summary judgment concerning an alleged breach of a reciprocal waiver agreement between Slant Operating, LLC and Octane Energy Operating, LLC. The court held that the agreement was valid and enforceable, that Slant Operating performed its obligations, and that Octane breached the agreement by refusing to provide a requested waiver and objecting to Slant’s drilling application. The court granted Slant Operating’s motion for partial summary judgment on liability and denied Octane’s motion.

CASE DETAILS

COURT	Business Court of Texas, Eighth Division
WRITING FOR THE COURT	Jerry D. Bullard
JURISDICTION	Business Court of Texas, Eighth Division
DECIDED	December 22, 2025
DOCKET	24-BC08A-0002
DISPOSITION	other
PROCEDURAL POSTURE	Competing traditional motions for summary judgment in a breach-of-contract action concerning a reciprocal waiver agreement.
STANDARD OF REVIEW	Traditional summary judgment is proper when the movant conclusively establishes that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law. The court views evidence favorable to the nonmovant as true, indulges every reasonable inference in the nonmovant's favor, and resolves doubts in the nonmovant's favor. Once the movant satisfies its burden, the nonmovant must produce evidence raising a genuine issue of material fact.
PRECEDENTIAL VALUE	Published opinion
PARTIES	Slant Operating, LLC, Slant WTX Holdings II, LLC v. Octane Energy Operating, LLC

TOPICS

breach of contract

contract formation

mutual assent

contract interpretation

summary judgment

PRACTICE AREAS

contract law

oil and gas

commercial litigation

civil procedure

evidence

QUESTIONS PRESENTED

1. Whether the parties' letter agreement was a valid and enforceable contract.
2. Whether the future-waiver provision was too indefinite to enforce or merely an unenforceable agreement to agree.
3. Whether Slant Operating conclusively established performance and Octane's breach for purposes of partial summary judgment on liability.
4. Whether Slant Operating was required to exhaust administrative remedies before bringing its breach-of-contract claim.
5. Whether waiver, estoppel, quasi-estoppel, or excuse raised a fact issue precluding summary judgment.
6. Whether Slant Operating had standing as a signatory to assert the contract claim.

HOLDINGS

1. The letter agreement was a valid and enforceable contract because it contained an offer, acceptance, consideration, mutual assent to essential terms, and execution and delivery with intent to be bound.
2. The future-waiver provision was sufficiently definite and enforceable; it was not an unenforceable agreement to agree.
3. Slant Operating conclusively established liability for breach of contract: it had a valid contract, performed its obligations by providing the Green Gables waiver, and Octane breached by refusing to provide the Gardendale waiver and objecting to the drilling application.
4. Slant Operating was not required to exhaust administrative remedies before filing its breach-of-contract action because the Texas Railroad Commission did not have exclusive jurisdiction over the contract dispute.
5. Octane failed to produce evidence supporting waiver, estoppel, quasi-estoppel, or excuse, and those defenses did not create a genuine issue of material fact.

KEY QUOTATIONS

"The law favors finding agreements sufficiently definite for enforcement, particularly . . . where one of the parties has performed his part of the contract." (OPINION AND ORDER, PAGE 15)

"Unless it is quite impossible that a rational person could have intended the result that follows from enforcing unambiguous contract language, courts should enforce the language, even if the parties' agreement yields an inequitable or improvident result." (OPINION AND ORDER, PAGE 18)

FACTUAL BACKGROUND

Slant Operating and Octane, entities engaged in oil-and-gas exploration and production, executed a February 22, 2023 letter agreement providing for reciprocal waivers of objections to certain off-lease drilling permit applications and exchanges of drilling and production data. Slant Operating provided Octane the waiver necessary for Octane's Green Gables Wells. When Slant Operating later sought a waiver for its Gardendale Wells, Octane refused and objected to Slant Operating's permit application before the Texas Railroad Commission.

PROCEDURAL HISTORY

Slant Operating filed a breach-of-contract action in the Business Court of Texas on October 1, 2024. After amended pleadings, Slant Operating moved for partial summary judgment on liability, while Octane moved for summary judgment based principally on indefiniteness of the agreement and failure to exhaust administrative remedies. The court granted Slant Operating's motion on liability and denied Octane's motion.

DISPOSITION

other

CASES CITED

- ConocoPhillips Co. v. Koopmann, 547 S.W.3d 858, 865 (Tex. 2018)
- MMP, Ltd. v. Jones, 710 S.W.2d 59, 60 (Tex. 1986) (per curiam)
- Wal-Mart Stores, Inc. v. Xerox State & Loc. Sols., Inc., 663 S.W.3d 569, 583 (Tex. 2023)
- Mahoney v. Webber, LLC, 608 S.W.3d 444, 447 (Tex. App.—Houston [1st Dist.] 2020, no pet.)
- Stanfield v. Neubaum, 494 S.W.3d 90, 96-97 (Tex. 2016)
- Pathfinder Oil & Gas, Inc. v. Great W. Drilling, Ltd., 574 S.W.3d 882, 890 (Tex. 2019)
- USAA Tex. Lloyds Co. v. Menchaca, 545 S.W.3d 479, 501 n.21 (Tex. 2018)
- Tex. Gas Utils. Co. v. Barrett, 460 S.W.2d 409, 412-13 (Tex. 1970)
- Frost Nat. Bank v. L & F Distribs., Ltd., 165 S.W.3d 310, 311-13 (Tex. 2005)
- URI, Inc. v. Kleberg Cnty., 543 S.W.3d 755, 763-64 (Tex. 2018)
- Baylor Univ. v. Sonnichsen, 221 S.W.3d 632, 635 (Tex. 2007)
- Fischer v. CTMI, L.L.C., 479 S.W.3d 231, 237-39 (Tex. 2016)
- Fort Worth Indep. Sch. Dist. v. City of Fort Worth, 22 S.W.3d 831, 841, 846 (Tex. 2000)
- McCalla v. Baker's Campground, Inc., 416 S.W.3d 416, 417-18 (Tex. 2013) (per curiam)
- Power Reps, Inc. v. Cates, No. 01-13-00856-CV, 2015 WL 4747215, at *7 (Tex. App.—Houston [1st Dist.] Aug. 11, 2015, no pet.) (mem. op.)
- Knowles v. Wright, 288 S.W.3d 136, 142 (Tex. App.—Houston [1st Dist.] 2009, pet. denied)
- 1320/1390 Don Haskins, Ltd. v. Xerox Com. Sols., LLC, 584 S.W.3d 53, 70-71 (Tex. App.—El Paso 2018, pet. denied)
- WesternGeco, L.L.C. v. Input/Output, Inc., 246 S.W.3d 776, 783 (Tex. App.—Houston [14th Dist.] 2008, no pet.)

- Gilbane Bldg. Co. v. Keystone Structural Concrete, Ltd., 263 S.W.3d 291, 300-01 (Tex. App.—Houston [1st Dist.] 2007, no pet.)
- HSM Adkisson Ranch, Ltd. v. Megatel Homes III, LLC, No. 02-19-00213-CV, 2020 WL 3456128, at *3 (Tex. App.—Fort Worth June 25, 2020, pet. denied) (mem. op.)
- Springer Ranch, Ltd. v. Jones, 421 S.W.3d 273, 280 (Tex. App.—San Antonio 2013, no pet.)
- Reilly v. Rangers Mgmt., Inc., 727 S.W.2d 527, 530 (Tex. 1987)
- Hackberry Creek Country Club, Inc. v. Hackberry Creek Home Owners Ass'n, 205 S.W.3d 46, 61-62 (Tex. App.—Dallas 2006, pet. denied)
- Fairfield Indus., Inc. v. EP Energy E&P Co., L.P., 531 S.W.3d 234, 250 (Tex. App.—Houston [14th Dist.] 2017, pet. denied)
- Rubinstein v. Lucchese, Inc., 497 S.W.3d 615, 625 (Tex. App.—Fort Worth 2016, no pet.)
- Phila. Indem. Ins. v. White, 490 S.W.3d 468, 471 (Tex. 2016)
- Finley Res., Inc. v. Headington Royalty, Inc., 672 S.W.3d 332, 344 (Tex. 2023)
- Subaru of Am., Inc. v. David McDavid Nissan, Inc., 84 S.W.3d 212, 221 (Tex. 2002)
- City of Richardson v. Bowman, 555 S.W.3d 670, 679 (Tex. App.—Dallas 2018, pet. denied)
- Cadena Comercial USA Corp. v. Tex. Alcoholic Beverage Comm'n, 518 S.W.3d 318, 325 (Tex. App.—Austin 2017)
- Forest Oil Corp. v. El Rucio Land & Cattle Co., 518 S.W.3d 422, 428 (Tex. 2017)
- Jernigan v. Langley, 111 S.W.3d 153, 156-58 (Tex. 2003) (per curiam)
- LaLonde v. Gosnell, 593 S.W.3d 212, 219 (Tex. 2019)
- Inimitable Grp., L.P. v. Westwood Grp. Dev. II, Ltd., 264 S.W.3d 892, 902 (Tex. App.—Fort Worth 2008, no pet.)
- Ulico Cas. Co. v. Allied Pilots Ass'n, 262 S.W.3d 773, 778 (Tex. 2008)
- Lopez v. Munoz, Hockema & Reed, L.L.P., 22 S.W.3d 857, 864 (Tex. 2000)
- Forney 921 Lot Dev. Partners I, L.P. v. Paul Taylor Homes, Ltd., 349 S.W.3d 258, 268 (Tex. App.—Dallas 2011, pet. denied)
- Orr v. Broussard, 565 S.W.3d 415, 422 (Tex. App.—Houston [14th Dist.] 2018, no pet.)
- Vaccaro v. Raymond James & Assocs., Inc., 655 S.W.3d 485, 491-92 (Tex. App.—Fort Worth 2022, no pet.)
- Ash v. Hack Branch Distrib. Co., 54 S.W.3d 401, 411 (Tex. App.—Waco 2001, pet. denied)
- Jones v. Colley, 820 S.W.2d 863, 866 (Tex. App.—Texarkana 1991, writ denied)
- Woods Expl. & Producing Co. v. Arkla Equip. Co., 528 S.W.2d 568 (Tex. 1975)