

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

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): February 10, 2023

TEXAS PACIFIC LAND CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other
Jurisdiction of Incorporation)

001-39804
(Commission File Number)

75-0279735
(IRS Employer
Identification Number)

1700 Pacific Avenue, Suite 2900, Dallas, Texas 75201
(Address of Principal Executive Offices, including Zip Code)

Registrant's telephone number, including area code: **214-969-5530**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock (par value \$.01 per share)	TPL	New York Stock Exchange

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On February 10, 2023, Compensation Committee of the Board of Directors (the "Board") of Texas Pacific Land Corporation (the "Company") approved revised forms of notices for restricted stock unit awards, relative total shareholder return performance unit awards, and free cash flow per share performance unit awards under the Company's 2021 Incentive Plan, which forms are filed as Exhibits 10.1, 10.2 and 10.3 hereto.

Item 8.01 Other Events.

On February 10, 2023, the Board declared a quarterly cash dividend of \$3.25 per share, payable on March 15, 2023 to stockholders of record at the close of business on March 8, 2023.

On February 13, 2023, the Company issued a press release announcing the dividend, a copy of which is filed herewith as Exhibit 99.1 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Form of Restricted Stock Unit Award Agreement.
10.2	Form of RTSR Performance Unit Award Agreement.
10.3	Form of FCF/Share Performance Unit Award Agreement.
99.1	Press release dated February 13, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Corporation has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

TEXAS PACIFIC LAND CORPORATION

Date: February 13, 2023

By: /s/ Micheal W. Dobbs
Micheal W. Dobbs
SVP and General Counsel

NOTICE OF RESTRICTED STOCK UNIT AWARD

under the

TEXAS PACIFIC LAND CORPORATION 2021 INCENTIVE PLAN

This AWARD, made as of the __ day of _____, 20__, by Texas Pacific Land Corporation, a Delaware corporation (the "Company"), to «Name» ("Participant"), is made pursuant to and subject to the provisions of the Texas Pacific Land Corporation 2021 Incentive Plan (the "Plan"). All terms that are used herein that are defined in the Plan shall have the same meanings given them in the Plan.

Contingent Restricted Stock Units

1. **Grant Date.** Pursuant to the Plan, the Company, on _____, 20__ (the "Grant Date"), granted Participant an incentive award ("Award") in the form of «# of Units» Restricted Stock Units, subject to the terms and conditions of the Plan and subject to the terms and conditions set forth herein.
2. **Value.** The value of each Restricted Stock Unit on any date shall be equal to the value of one Share of the Company's common stock on such date; and the value of the Company's common stock is the Fair Market Value of the Shares (as defined in the Plan) on the relevant date.

Vesting of Restricted Stock Units

3. **Restrictions.** Except as otherwise provided herein, the Restricted Stock Units shall remain nonvested, nontransferable and subject to a substantial risk of forfeiture as provided in paragraph 7.
4. **Vesting.** Subject to Participant's continued employment with the Company (except as otherwise provided herein), Participant's interest in the Restricted Stock Units shall become transferable and non-forfeitable ("Vested") in _____ increments as follows:

Date of Vesting

Number of
Restricted Stock Units that
will Vest

5. **[IF APPLICABLE Qualifying Termination Events.]** (a) Paragraph 4 to the contrary notwithstanding, if Participant experiences a Qualifying Termination Event (as defined below) while in the employ of the Company or a Subsidiary or Affiliate and prior to the forfeiture of the Restricted Stock Units under Paragraph 7, the Restricted Stock Units not then Vested shall become Vested

Alternative A as to a pro-rata portion of the non-Vested Restricted Stock Units, as determined in accordance with the following sentence. The pro-rata portion of the non-Vested Restricted Stock Units that shall vest pursuant to the preceding sentence shall be equal to a fraction of each Tranche of the remaining non-Vested Restricted Stock Units; the numerator of such fraction shall equal the number of full months of service performed by the Participant on and after (and including the month of) the Date of Grant, and prior to the Qualifying Termination Event; and the denominator of the fraction shall equal the total number of months from the Date of the Grant until the relevant Vesting date pursuant to paragraph 3. OR

Alternative B in full upon the Qualifying Termination Event.

The non-Vested portion of the Restricted Stock Units shall be forfeited.

(b) For purposes of this Restricted Stock Unit Award Agreement, Qualifying Termination Event shall mean the Participant's death, Disability, or involuntary termination by the Company or an Affiliate other than for Cause [, or a voluntary termination by the Participant for Good Reason]. A Disability for purposes of this subparagraph (b) means a Participant's Permanent Disability as defined in Section 22(e)(3) of the Code.

*(c) Unless otherwise specified in an applicable employment agreement between the Company and the Participant, for purposes of this Award, Cause **and Good Reason** shall have the meaning[s] set forth in the Plan and the Committee shall have the authority to determine whether Participant's termination from employment is for Cause [or Good Reason] or for any reason other than Cause **for Good Reason**.]*

6. **Effects of a Change in Control.** In the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the Restricted Stock Units under paragraph 7, the provisions of this paragraph 6 shall apply in addition to the provisions of Article 17 (and related provisions) of the Plan.
 - (a) Any Replacement Award made to the Participant shall provide that if the Participant is involuntarily terminated by the Company without Cause **for by the Participant for Good Reason**, the non-Vested Replacement Award shall become immediately Vested at the time of the termination. The Committee shall have the discretion to determine the terms of any Replacement Award in compliance with the Plan and applicable law.
 - (b) If, upon a Change in Control, the Company's Shares are no longer being traded on the New York Stock Exchange or another established securities market and no Replacement Grant is granted to the Participant, the non-Vested portion of the Restricted Stock Units shall become immediately Vested upon the Change in Control.
 - (c) Notwithstanding the provisions of subparagraph (a) hereof, in connection with a Change in Control where the Company's shares continue to be traded on the New York Stock Exchange or another established securities market and this Restricted Stock Unit Award remains in effect, if the Participant is involuntarily terminated by the Company without Cause **for by the Participant for Good Reason**, the non-Vested portion of this Restricted Stock Unit Award shall become immediately Vested at the time of the termination.

7. **Forfeiture of Unvested Restricted Stock Units.** All Restricted Stock Units that are forfeitable shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason other than by reason of a Qualifying Termination Event or Change in Control as outlined in Paragraphs 5 and 6.

- (a) If the events described in paragraph 6 or a Qualifying Termination Event occur after the date that Participant is advised that his or her employment is being, or will be, terminated for Cause, on account of performance or in circumstances that prevent him or her from being in good standing with the Company, accelerated vesting shall not occur and all rights under this Award shall terminate, and this Award shall expire on the date of Participant's termination of employment.

Payment of Awards

8. **Time of Payment.** Payment of Participant's Restricted Stock Units shall be made as soon as practicable after the Units have Vested, but in no event later than March 1st of the calendar year after the year in which the Units Vest.
9. **Form of Payment.** The Vested Restricted Stock Units shall be paid in (a) whole Shares of the Company's common stock, (b) cash, or (c) a combination of whole Shares of the Company's common stock and cash, as determined solely at the discretion of the Company.
10. **Death of Participant.** If Participant dies prior to the payment of their non-forfeitable Restricted Stock Units, such Units shall be paid to their Beneficiary. Participant shall have the right to designate a Beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a Beneficiary, or if at the time of Participant's death there is no surviving Beneficiary, any amounts payable will be paid to Participant's estate.
11. **Taxes.** The Company may, at the request of the Participant, withhold from the Award, to the extent paid in shares, the number of whole Shares of common stock necessary to satisfy tax-withholding requirements attributable to the Vesting of the Restricted Stock Units. It is Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of the vesting of this Restricted Stock Unit Award.

General Provisions

12. **Accounts.** Restricted Stock Units granted to Participant shall be credited to an account (the "Account") established and maintained for Participant. A Participant's Account shall be the record of Restricted Stock Units granted to Participant under the Plan, is solely for accounting purposes and shall not require a segregation of any Company assets.
13. **No Right to Continued Employment.** Neither this Restricted Stock Unit Award nor the granting or Vesting of Restricted Stock Units shall confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate Participant's employment at any time.

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14. **Change in Capital Structure.** In accordance with the terms of the Plan, the terms of this Restricted Stock Unit Award shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.
15. **Governing Law.** This Restricted Stock Unit Award shall be governed by the laws of the State of Texas and applicable Federal law. All disputes arising under this Restricted Stock Unit Award shall be adjudicated solely within the State or Federal courts located within the State of Texas, Dallas County.
16. **Conflicts.** In the event of any conflict between the provisions of the Plan as in effect on the Grant Date and the provisions of this Restricted Stock Unit Award, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Grant Date.
17. **Participant Bound by Plan.** Participant has been provided a copy of the Plan and shall be bound by all the terms and provisions thereof.
18. **Binding Effect.** Subject to the limitations stated above and in the Plan, this Restricted Stock Unit Award shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.
19. **[IF APPLICABLE: Dividend Equivalent Eligibility.]** *(a) If, prior to the payment of the Restricted Stock Units, the Company declares a cash or stock dividend on its Shares, then [Accrual, Treatment and Payment of Dividend Equivalents to be described.]*
20. **Recoupment.** In addition to any other applicable provision of the Plan, this Restricted Stock Unit Award is subject to the terms of any separate Clawback Policy maintained by the Company, as such Policy may be amended from time to time.

IN WITNESS WHEREOF, the Company has caused this Restricted Stock Unit Award to be signed on its behalf.

TEXAS PACIFIC LAND CORPORATION

By: _____

Name:

Title:

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NOTICE OF RTSR PERFORMANCE UNIT AWARD

under the

TEXAS PACIFIC LAND CORPORATION 2021 INCENTIVE PLAN

This AWARD, made as of the ___ day of _____, 20___, by Texas Pacific Land Corporation, a Delaware corporation (the "Company"), to «Name» ("Participant"), is made pursuant to and subject to the provisions of the Texas Pacific Land Corporation 2021 Incentive Plan (the "Plan"). All terms that are used herein that are defined in the Plan shall have the same meanings given them in the Plan.

Contingent Performance Units

1. **Grant Date.** Pursuant to the Plan, the Company, on _____, 20___ (the "Grant Date"), granted Participant an incentive award ("Award") in the form of «# of Units» RTSR Performance Units (which number of Units is also referred to herein as the "Target Units"), subject to the terms and conditions of the Plan and subject to the terms and conditions set forth herein.
2. **Value.** The value of each RTSR Performance Unit shall be equal to the value of one Share of the Company's common stock; and the value of the Company's Shares is the Fair Market Value (as defined in the Plan) on the date any RTSR Performance Units become vested and payable hereunder, or such other relevant date as may be referenced in this Award.
3. **Definitions.** Terms used in this Award Notice shall have the following meanings:
 - (a) "**RTSR**" means "Relative Total Shareholder Return."
 - (b) "**RTSR %**" is calculated using the following formula:

$$\frac{(\text{Ending Share Price} + \text{Reinvested Dividends}) - \text{Starting Share Price}}{\text{Starting Share Price}}$$
 - (c) "**Starting Share Price**" means the average closing price of the Company's Shares over the month of _____.
 - (d) "**Ending Share Price**" means the average closing price of the Company's Shares over the month of _____.
 - (e) "**Reinvested Dividends**" means the value of reinvested dividends paid on the Company's Shares over the Measurement Period (as defined in paragraph 4).
 - (f) "**RTSR Relative to Reference Group**" is the RTSR % of the Company as compared to the RTSR % of the Reference Group.
 - (g) "**Reference Group**" is the group of companies [described or listed] on Exhibit A. *[IF APPLICABLE: If a company in the Reference Group has its common stock delisted or if it no longer exists as a separate entity, the RTSR % will be retroactively calculated for the remainder of the Performance Period without such company.]*

4. **Performance Criteria.** Participant's RTSR Performance Units shall be earned on the Award Date based on the following formula (to the nearest whole RTSR Performance Unit). Such RTSR Performance Units shall be subject to the terms and conditions set forth in the following paragraphs of this Notice of Award.
 - (a) "**Measurement Period**" means the ___, ___ and ___ calendar period.
 - (b) Earned Award = RTSR % of Target Units x RTSR Performance Units
 - (c) **RTSR % of Target Units.** The RTSR % of Target Units is determined according to the following table (awards to be interpolated between the RTSR %s below):

RTSR Relative to Reference Group	RTSR % of Target Units
___ percentile or higher	___ % of Target Units
___ th percentile	___ % of Target Units
___ th percentile	___ % of Target Units
___ th percentile	___ % of Target Units
less than ___ th percentile	0% of Target Units
 - (d) The Company shall retain discretion to adjust Awards hereunder as appropriate, in accordance with the terms of the Plan.
 - (e) For purposes of this Award, the number of earned RTSR Performance Units will be rounded to the nearest whole number.

Earning and Vesting of RTSR Performance Units

5. **Restrictions.** Except as otherwise provided herein, the earned RTSR Performance Units shall remain unvested, nontransferable and subject to a substantial risk of forfeiture.
6. **Earned Awards.** As soon as practicable after the end of the Measurement Period, a determination shall be made by the Committee of the number of whole RTSR Performance Units that Participant has earned. The date as of which the Committee determines the number of RTSR Performance Units earned shall be the "Award Date."
7. **Vesting of Earned Awards.** Participant's interest in the earned RTSR Performance Units shall become vested and non-forfeitable on the Award Date OR _____ and will be paid as soon as practicable thereafter.
8. **[IF APPLICABLE Qualifying Termination Events.]** (a) Notwithstanding anything in this Notice of Award to the contrary, if a Participant separates from service prior to the Award Date on account of a Qualifying Termination Event (as defined below), then the Participant's RTSR Performance Units shall be earned under paragraph 6 above as of the Award Date **[in full OR as to a pro-rata portion of the unearned Award]**, based on the actual level of achievement of the performance criteria set forth in paragraph 4 above, and the earned RTSR Performance Units shall be fully vested as of the Award Date, and payable pursuant to paragraphs 11-14 hereof.

[IF APPLICABLE: The pro-rata portion of the unearned Award that shall vest pursuant to the preceding sentence shall be equal to a fraction of the unearned Award where the numerator of such fraction shall equal the number of full months of service performed by the Participant on and after (and including the month of) the Date of Grant, and prior to the Qualifying Termination Event; and the denominator of the fraction shall equal 36.]

The unearned portion of the Award shall be forfeited.

(b) For purposes of this Award, Qualifying Termination Event shall mean the Participant's death, Disability, or involuntary termination by the Company or an Affiliate other than for Cause **J**, or a voluntary termination by the Participant for Good Reason. A Disability for purposes of this sub-paragraph (b) means a Participant's Permanent Disability as defined in Section 22(e)(3) of the Code.

(c) Unless otherwise specified in an applicable employment agreement between the Company and the Participant, for purposes of this Award, Cause **and Good Reason** shall have the meaning[s] set forth in the Plan and the Committee shall have the authority to determine whether Participant's termination from employment is for Cause [or Good Reason] or for any reason other than Cause **for Good Reason**.]

9. **Effects of a Change in Control.**

- (a) The provisions of this paragraph 9, as well as the provisions of Article 17 of the Plan, shall apply in the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the RTSR Performance Units under paragraph 10.
- (b) Upon a Change in Control prior to the Award Date, a pro-rata number (as defined in the next sentence) of the Target Units will be immediately earned, vested and paid, based on the higher of (i) actual performance as of the date of the Change in Control, or (ii) achievement of an RTSR Relative to Reference Group at the 50th percentile as described in paragraph 4(c). The pro-rata number of Units earned shall be equal to 1/36th of the Units granted, for each full month of service performed by Participant during the Measurement Period, as of the date of the Change in Control. The number of RTSR Performance Units earned under this paragraph 9 shall be determined by the Committee (as it exists immediately prior to the Change in Control) in its sole and absolute discretion within the limits provided in the Plan, and the earned RTSR Performance Units shall be vested and paid pursuant to paragraphs 11-14 hereof, no later than March 15th of the calendar year after the year in which the Change in Control occurs.

10. **Forfeiture.** Except as provided in paragraphs 8 and 9 hereof, all RTSR Performance Units that are forfeitable shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason other than by reason of a Qualifying Termination Event or Change in Control as outlined in paragraphs 8 and 9.

- (a) Notwithstanding the foregoing, if the events described in paragraph 8 or paragraph 9 occur after the date that the Participant is advised (upon recommendation by the Committee) that their employment is being, or will be, terminated for Cause, or on account of performance or in circumstances that prevent them from being in good standing with the Company, accelerated vesting shall not occur and all rights to this Award shall terminate on the date of Participant's termination of employment.

Payment of Awards

11. **Time of Payment.** Payment of Participant's RTSR Performance Units shall be made as soon as practicable after the Units have become non-forfeitable (or the Award Date, if later), but in no event later than March 15th of the calendar year after the year in which the Units become earned and non-forfeitable.
12. **Form of Payment.** The vested RTSR Performance Units shall be paid in (a) whole Shares of the Company's common stock, (b) cash, or (c) a combination of whole Shares of the Company's common stock and cash, as determined solely at the discretion of the Company.
13. **Death of Participant.** If Participant dies prior to the payment of his or her earned and vested RTSR Performance Units, an amount equal to the amount of Participant's non-forfeitable RTSR Performance Units shall be paid to his or her Beneficiary. Participant shall have the right to designate a Beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a Beneficiary, or if at the time of Participant's death there is no surviving Beneficiary, any amounts payable will be paid to Participant's estate.
14. **Taxes.** The Company may, at the request of the Participant, withhold from the Award, to the extent paid in shares, the number of whole shares of common stock necessary to satisfy Federal tax-withholding requirements and state and local tax-withholding requirements with respect to the state and locality designated by Participant as their place of residence in the Company's system of record at the time the Award becomes taxable. It is Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of receiving this Award.

General Provisions

15. **Accounts.** RTSR Performance Units granted to Participant shall be credited to an account (the "Account") established and maintained for Participant. The Account of Participant shall be the record of RTSR Performance Units granted to Participant under the Plan, is solely for accounting purposes and shall not require a segregation of any Company assets.
16. **No Right to Continued Employment.** Neither this Award nor the granting, earning or vesting of RTSR Performance Units shall confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate Participant's employment at any time.
17. **Change in Capital Structure.** In accordance with the terms of the Plan, the terms of this Award shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.
18. **Governing Law.** This Award shall be governed by the laws of the State of Texas and applicable Federal law. All disputes arising under this Award shall be adjudicated solely within the State or Federal courts located within the State of Texas, Dallas County.

19. **Conflicts.** In the event of any conflict between the provisions of the Plan as in effect on the Grant Date and the provisions of this Award, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Grant Date.
20. **Participant Bound By Plan.** Participant has been provided a copy of the Plan and shall be bound by the terms and provisions thereof.
21. **Binding Effect.** Subject to the limitations stated above and in the Plan, this Award shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.
22. **[IF APPLICABLE: Dividend Equivalents.** (a) *If, prior to the earning, vesting and payment of the RTSR Performance Units, the Company declares a cash or stock dividend on its Shares, then [Accrual, Treatment and Payment of Dividend Equivalents to be described.]*
23. **Recoupment.** In addition to any other applicable provision of the Plan, this Award is subject to the terms of any separate Clawback Policy maintained by the Company, as such Policy may be amended from time to time.

IN WITNESS WHEREOF, the Company has caused this Award to be signed on its behalf.

TEXAS PACIFIC LAND CORPORATION

By: _____

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EXHIBIT A

Reference Group for 20__ Award

The Reference Group for the 20__ RTSR Performance Unit Award shall be _____

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NOTICE OF FCF/SHARE PERFORMANCE UNIT AWARD

under the

TEXAS PACIFIC LAND CORPORATION 2021 INCENTIVE PLAN

This AWARD, made as of the ___ day of _____, 20___, by Texas Pacific Land Corporation, a Delaware corporation (the "Company"), to «Name» ("Participant"), is made pursuant to and subject to the provisions of the Texas Pacific Land Corporation 2021 Incentive Plan (the "Plan"). All terms that are used herein that are defined in the Plan shall have the same meanings given them in the Plan.

Contingent Performance Units

1. **Grant Date.** Pursuant to the Plan, the Company, on _____, 20___ (the "Grant Date"), granted Participant an incentive award ("Award") in the form of ~~o~~**# of Units** **FCF/Share Performance Units** (which number of Units is also referred to herein as the "Target Units"), subject to the terms and conditions of the Plan and subject to the terms and conditions set forth herein.
2. **Value.** The value of each FCF/Share Performance Unit shall be equal to the value of one Share of the common stock; and the value of the Company's Shares is the Fair Market Value (as defined in the Plan) on the date any FCF/Share Performance Units become vested and payable hereunder, or such other relevant date as may be referenced in this Award.
3. **Definitions.** Terms used in this Award Notice shall have the following meanings:
 - (a) "**Measurement Period**" means the 20___, 20___ and 20___ calendar period.
 - (b) "**Free Cash Flow**" shall be determined using the following formula—

X minus Y minus Z, where:

X = Adjusted EBITDA (as defined in the Company's Financial filings);

Y = Current income tax expense (as defined in the Company's Financial filings); and

Z = Capital Expenditures (defined as purchase of fixed assets for Texas Pacific Water Resources LLC)
 - (c) "**Cumulative Free Cash Flow**" means the total Free Cash Flow during the Measurement Period.
 - (d) "**Cumulative Free Cash Flow/Share**" means the total Free Cash Flow during the Measurement Period divided by the weighted average shares outstanding (as reported in the Company's 10-K balance sheet).

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4. **Performance Criteria.** Except as otherwise provided herein, Participant's FCF/Share Performance Units shall be earned on the Award Date (defined in paragraph 5) in a percentage determined by the performance level for the Cumulative 3-Year FCF/Share achieved during the Measurement Period, as set forth in paragraph 3 and on Exhibit A. The performance criteria set forth on Exhibit A may be adjusted by the Committee in its sole and absolute discretion to reflect any extraordinary or significant events that affect Free Cash Flow.

Earning and Vesting of FCF/Share Performance Units

5. **Earned Awards.** As soon as practicable after the end of the Measurement Period, a determination shall be made by the Committee of the number of whole FCF/Share Performance Units that Participant has earned. The date as of which the Committee determines the number of FCF/Share Performance Units earned shall be the "**Award Date**."
6. **Vesting of Earned Awards.** Participant's interest in the earned FCF/SHARE Performance Units shall become vested and non-forfeitable **on the Award Date OR** _____ and will be paid as soon as practicable thereafter.
7. **[IF APPLICABLE Qualifying Termination Events.]** (a) Notwithstanding anything in this Notice of Award to the contrary, if a Participant separates from service prior to the Award Date on account of a Qualifying Termination Event (as defined below), then the Participant's FCF/Share Performance Units shall be earned under paragraph 6 above as of the Award Date **[in full OR as to a pro-rata portion of the unearned Award]**, based on the actual level of achievement of the performance criteria set forth in paragraph 3 above and Exhibit A, and the earned FCF/Share Performance Units shall be fully vested as of the Award Date, and payable pursuant to paragraphs 10-13 hereof.

[IF APPLICABLE: The pro-rata portion of the unearned Award that shall vest pursuant to the preceding sentence shall be equal to a fraction of the unearned Award where the numerator of such fraction shall equal the number of full months of service performed by the Participant on and after (and including the month of) the Date of Grant, and prior to the Qualifying Termination Event; and the denominator of the fraction shall equal 36.]

The unearned portion of the Award shall be forfeited.

(b) For purposes of this Award, Qualifying Termination Event shall mean the Participant's death, Disability, or involuntary termination by the Company or an Affiliate other than for Cause **[, or a voluntary termination by the Participant for Good Reason]**. A Disability for purposes of this sub-paragraph (b) means a Participant's Permanent Disability as defined in Section 22(e)(3) of the Code.

(c) Unless otherwise specified in an applicable employment agreement between the Company and the Participant, for purposes of this Award, Cause **[and Good Reason]** shall have the meaning[s] set forth in the Plan and the Committee shall have the authority to determine whether Participant's termination from employment is for Cause **[or Good Reason]** or for any reason other than Cause **[or Good Reason]**.

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8. **Effects of a Change in Control.**

- (a) The provisions of this paragraph 8, as well as the provisions of Article 17 of the Plan, shall apply in the event of a Change in Control (as defined in the Plan) prior to the forfeiture of the FCF/Share Performance Units under paragraph 9.
- (b) Upon a Change in Control prior to the Award Date, a pro-rata number (as defined in the next sentence) of the Target Units will be immediately earned, vested and paid, based on achievement of the Target level of 3 -Year FCF/Share as described in Exhibit A. The pro-rata number of Units earned shall be equal to 1/36th of the Units granted, for each full month of service performed by Participant during the Measurement Period, as of the date of the Change in Control. The number of FCF/Share Performance Units earned under this paragraph 9 shall be determined by the Committee (as it exists immediately prior to the Change in Control) in its sole and absolute discretion within the limits provided in the Plan, and the earned FCF/Share Performance Units shall be vested and paid pursuant to paragraphs 10-13 hereof, no later than March 15th of the calendar year after the year in which the Change in Control occurs.
9. **Forfeiture.** Except as provided in paragraphs 8 and 9 hereof, all FCF/Share Performance Units that are forfeitable shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason other than by reason of a Qualifying Termination Event or Change in Control as outlined in paragraphs 7 and 8.
- (a) Notwithstanding the foregoing, if the events described in paragraph 7 or paragraph 8 occur after the date that the Participant is advised (upon recommendation by the Committee) that their employment is being, or will be, terminated for Cause, or on account of performance or in circumstances that prevent them from being in good standing with the Company, accelerated vesting shall not occur and all rights to this Award shall terminate on the date of Participant's termination of employment.

Payment of Awards

10. **Time of Payment.** Payment of Participant's FCF/Share Performance Units shall be made as soon as practicable after the Units have become non-forfeitable (or the Award Date, if later), but in no event later than March 15th of the calendar year after the year in which the Units become earned and non-forfeitable.
11. **Form of Payment.** The vested FCF/Share Performance Units shall be paid in (a) whole Shares of the Company's common stock, (b) cash, or (c) a combination of whole Shares of the Company's common stock and cash, as determined solely at the discretion of the Company.
12. **Death of Participant.** If Participant dies prior to the payment of his or her earned and vested FCF/Share Performance Units, an amount equal to the amount of Participant's non-forfeitable FCF/Share Performance Units shall be paid to his or her Beneficiary. Participant shall have the right to designate a Beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a Beneficiary, or if at the time of Participant's death there is no surviving Beneficiary, any amounts payable will be paid to Participant's estate.
13. **Taxes.** The Company may, at the request of the Participant, withhold from the Award, to the extent paid in Shares, the number of whole shares of common stock necessary to satisfy Federal tax-withholding requirements and state and local tax-withholding requirements with respect to the state and locality designated by Participant as their place of residence in the Company's system of record at the time the Award becomes taxable. It is Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of receiving this Award.

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General Provisions

14. **Accounts.** FCF/Share Performance Units granted to Participant shall be credited to an account (the "Account") established and maintained for Participant. The Account of Participant shall be the record of FCF/Share Performance Units granted to Participant under the Plan, is solely for accounting purposes and shall not require a segregation of any Company assets.
15. **No Right to Continued Employment.** Neither this Award nor the granting, earning or vesting of FCF/Share Performance Units shall confer upon Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate Participant's employment at any time.
16. **Change in Capital Structure.** In accordance with the terms of the Plan, the terms of this Award shall be adjusted as the Committee determines is equitable in the event the Company effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or other similar changes in capitalization.
17. **Governing Law.** This Award shall be governed by the laws of the State of Texas and applicable Federal law. All disputes arising under this Award shall be adjudicated solely within the state or Federal courts located within the State of Texas, Dallas County.
18. **Conflicts.** In the event of any conflict between the provisions of the Plan as in effect on the Grant Date and the provisions of this Award, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the Grant Date.
19. **Participant Bound By Plan.** Participant has been provided a copy of the Plan and shall be bound by the terms and provisions thereof.
20. **Binding Effect.** Subject to the limitations stated above and in the Plan, this Award shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.
21. **[IF APPLICABLE: Dividend Equivalents.** (a) *If, prior to the earning, vesting and payment of the FCF/Share Performance Units, the Company declares a cash or stock dividend on its Shares, then [Accrual, Treatment and Payment of Dividend Equivalents to be described.]*
22. **Recoupment.** In addition to any other applicable provision of the Plan, this Award is subject to the terms of any separate Clawback Policy maintained by the Company, as such Policy may be amended from time to time.

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By: _____

EXHIBIT A

FCF/Share Performance Goals

3 -Year FCF/Share Achieved in Measurement Period	Percentage of Target Units Earned*
Less than Threshold-- \$	0%
Threshold--- \$	%
Target--- \$	%
Maximum---\$	%

* The percentage of Target Units earned for performance between the Threshold, Target and Maximum Performance Levels will be determined by linear interpolation. No percentage of the Target Units will be earned for performance below the Threshold Performance Level. The number of FCF/Share Performance Units earned hereunder shall be rounded to the nearest whole number.



TEXAS PACIFIC LAND CORPORATION ANNOUNCES QUARTERLY DIVIDEND

DALLAS, TX (February 13, 2023) – Texas Pacific Land Corporation (NYSE: TPL) (the “Company” or “TPL”) today announced that on February 10, 2023, the Board of Directors declared a quarterly cash dividend of \$3.25 per share, payable on March 15, 2023 to stockholders of record at the close of business on March 8, 2023.

About Texas Pacific Land Corporation

Texas Pacific Land Corporation is one of the largest landowners in the State of Texas with approximately 874,000 acres of land in West Texas, with the majority of its ownership concentrated in the Permian Basin. The Company is not an oil and gas producer, but its surface and royalty ownership provide revenue opportunities throughout the life cycle of a well. These revenue opportunities include fixed fee payments for use of our land, revenue for sales of materials (caliche) used in the construction of infrastructure, providing sourced water and/or treated produced water, revenue from our oil and gas royalty interests, and revenues related to saltwater disposal on our land. The Company also generates revenue from pipeline, power line and utility easements, commercial leases and temporary permits related to a variety of land uses including midstream infrastructure projects and hydrocarbon processing facilities.

Visit TPL at <http://www.TexasPacific.com>.

Contact:

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IR@TexasPacific.com
