

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 26th day of April, 2020, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 26 South, Range 31 East, N.M.P.M.
Sections 1 & 12: E/2
Eddy County, New Mexico

Containing **640.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas

interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be Mewbourne Oil Company, P.O. Box 7698, Tyler, Texas 75711. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said

communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is April 26, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in

which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

MEWBOURNE OIL COMPANY

(Operator, Record Title Owner and Working Interest Owner)

DATE: _____

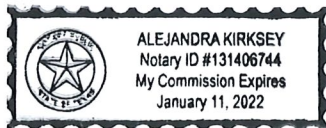
By: _____


Corey Mitchell, Attorney-in-fact 

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on July 1st, 2020 by
Corey Mitchell, as Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware Corporation on behalf of
said corporation.



Alejandra Kirksey
Notary Public
My Commission Expires: January 11, 2022

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2020 by
_____, as _____ of _____, a _____
_____ on behalf of said _____.

Notary Public
My Commission Expires: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2020 by
_____.

Notary Public
My Commission Expires: _____

Chevron U.S.A. Inc.
(Record Title Owner)

DATE: 5/7/2020

By: 

Devon Energy Production Company, L.P.
(Record Title Owner and Working Interest Owner)

DATE: _____

By: _____

XTO Holdings, LLC
(Working Interest Owner)

DATE: _____

By: _____

Hayes Land, L.P.
(Mineral Owner)

DATE: _____

By: _____

Hayes Land & Production L.P.
(Mineral Owner)

DATE: _____

By: _____

**Robert B. Porter, Jr., Trustee of the RBP Land Company
Trust**
(Mineral Owner)

DATE: _____

By: _____

STATE OF TEXAS

COUNTY OF MIDLAND

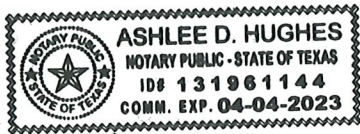
This instrument was acknowledged before me on _____, 2020 by
Corey Mitchell, as Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware Corporation on behalf of
said corporation.

Notary Public
My Commission Expires: _____

STATE OF Texas

COUNTY OF Harris

This instrument was acknowledged before me on May 7, 2020 by
Robert Nunmaker, as attorney-in-fact of Chevron USA Inc., a Pennsylvania
corp on behalf of said company.



Ashlee D. Hughes
Notary Public
My Commission Expires: 04-04-23

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2020 by
_____.

Notary Public
My Commission Expires: _____

Chevron U.S.A. Inc.
(Record Title Owner)

DATE: _____

By: _____

Devon Energy Production Company, L.P.
(Record Title Owner and Working Interest Owner)

DATE: _____

By: Catherine Leback  

XTO Holdings, LLC
(Working Interest Owner)

DATE: _____

By: _____

Hayes Land, L.P.
(Mineral Owner)

DATE: _____

By: _____

Hayes Land & Production L.P.
(Mineral Owner)

DATE: _____

By: _____

**Robert B. Porter, Jr., Trustee of the RBP Land Company
Trust**
(Mineral Owner)

DATE: _____

By: _____

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2020 by Corey Mitchell, as Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware Corporation on behalf of said corporation.

Notary Public
My Commission Expires: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2020 by _____, as _____ of _____, a _____ on behalf of said _____.

Notary Public
My Commission Expires: _____

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on 19th OF JUNE, 2020 by Catherine Lebsack, Vice President for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.



Kami Carroll
Notary Public
My Commission Expires: 8/7/22

Chevron U.S.A. Inc.
(Record Title Owner)

DATE: _____

By: _____

Devon Energy Production Company, L.P.
(Record Title Owner and Working Interest Owner)

DATE: _____

By: _____

XTO Holdings, LLC
(Working Interest Owner)

DATE: _____

By:  _____

vc
Bld

Hayes Land, L.P.
(Mineral Owner)

DATE: _____

By: _____

Hayes Land & Production L.P.
(Mineral Owner)

DATE: _____

By: _____

Robert B. Porter, Jr., Trustee of the RBP Land Company Trust
(Mineral Owner)

DATE: _____

By: _____

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on June 22nd, 2020 by
Angie Hepka - Land Manager - Permian - Delaware Basin - Attorney-in-Fact
of XTO Holdings, LLC a Delaware Limited Liability Company.



Maritza White
Notary Public
My Commission Expires: 4-28-2024

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2020 by

_____.

Notary Public
My Commission Expires: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2020 by

_____.

Notary Public
My Commission Expires: _____

Chevron U.S.A. Inc.
(Record Title Owner)

DATE: _____

By: _____

Devon Energy Production Company, L.P.
(Record Title Owner and Working Interest Owner)

DATE: _____

By: _____

XTO Holdings, LLC
(Working Interest Owner)

DATE: _____

By: _____

Hayes Land, L.P.
By: Iron Horse, L.L.C., its sole general partner
(Mineral Owner)

DATE: _____

By: 
M. Brad Bennett, Manager

Hayes Land & Production L.P.
By: Hayes L&P, LLC, its sole general partner
(Mineral Owner)

DATE: _____

By: _____
William H. Bennett, Manager

Robert B. Porter, Jr., Trustee of the RBP Land Company
Trust
(Mineral Owner)

DATE: _____

By: _____

STATE OF TEXAS

COUNTY OF MIDLAND

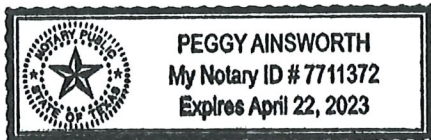
This instrument was acknowledged before me on _____, 2020 by
Corey Mitchell, as Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware Corporation on behalf of
said corporation.

Notary Public
My Commission Expires: _____

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on May 20, 2020 by M.
Brad Bennett, as Manager of Iron Horse, L.L.C., a Texas limited liability company, on behalf of said
company, sole general partner on behalf of Hayes Land, L.P., a Texas limited partnership.



Peggy Ainsworth

Notary Public
My Commission Expires: 4-22-23

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2020 by
William H. Bennett, as Manager of Hayes L&P, LLC, a Texas limited liability company, on behalf of said
company, sole general partner on behalf of Hayes Land & Production, L.P., a Texas limited partnership.

Notary Public
My Commission Expires: _____

msb
Big Sinks 1-12 WC Federal Communitization Agreement

Chevron U.S.A. Inc.
(Record Title Owner)

DATE: _____

By: _____

Devon Energy Production Company, L.P.
(Record Title Owner and Working Interest Owner)

DATE: _____

By: _____

XTO Holdings, LLC
(Working Interest Owner)

DATE: _____

By: _____

Hayes Land, L.P.
By: Iron Horse, L.L.C., its sole general partner
(Mineral Owner)

DATE: _____

By: _____
M. Brad Bennett, Manager

Hayes Land & Production L.P.
By: Hayes L&P, LLC, its sole general partner
(Mineral Owner)

DATE: 5-26-2020

By: 
William H. Bennett, Manager

Robert B. Porter, Jr., Trustee of the RBP Land Company Trust
(Mineral Owner)

DATE: _____

By: _____

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2020 by Corey Mitchell, as Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware Corporation on behalf of said corporation.

Notary Public

My Commission Expires: _____

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2020 by M. Brad Bennett, as Manager of Iron Horse, L.L.C., a Texas limited liability company, on behalf of said company, sole general partner on behalf of Hayes Land, L.P., a Texas limited partnership.

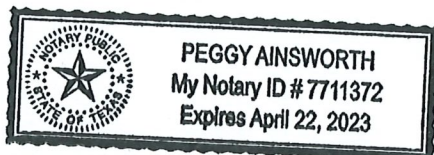
Notary Public

My Commission Expires: _____

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on May 26th, 2020 by William H. Bennett, as Manager of Hayes L&P, LLC, a Texas limited liability company, on behalf of said company, sole general partner on behalf of Hayes Land & Production, L.P., a Texas limited partnership.



Peggy Ainsworth
Notary Public

My Commission Expires: 4-22-23

Big Sinks 1-12 WC Federal Communitization Agreement

Chevron U.S.A. Inc.
(Record Title Owner)

DATE: _____

By: _____

Devon Energy Production Company, L.P.
(Record Title Owner and Working Interest Owner)

DATE: _____

By: _____

XTO Holdings, LLC
(Working Interest Owner)

DATE: _____

By: _____

Hayes Land, L.P.
(Mineral Owner)

DATE: _____

By: _____

Hayes Land & Production L.P.
(Mineral Owner)

DATE: _____

By: _____

**Robert B. Porter, Jr., Trustee of the RBP Land Company
Trust**
(Mineral Owner)

DATE: April 29, 2020

By: 

STATE OF TEXAS

COUNTY OF MIDLAND

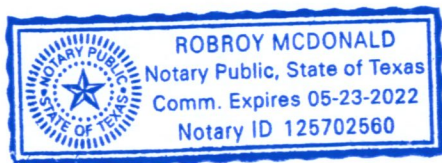
This instrument was acknowledged before me on _____, 2020 by
Corey Mitchell, as Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware Corporation on behalf of
said corporation.

Notary Public
My Commission Expires: _____

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on April 29, 2020 by Robert B. Porter, Jr., as Trustee of
RBP Land Company Trust.





Notary Public in and for the State of Texas

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2020 by
_____.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

Plat of communitized area covering Township 26 South, Range 31 East, N.M.P.M.,
Sections 1 & 12: E/2 Eddy County, New Mexico
PLAT OF COMMUNITIZED AREA

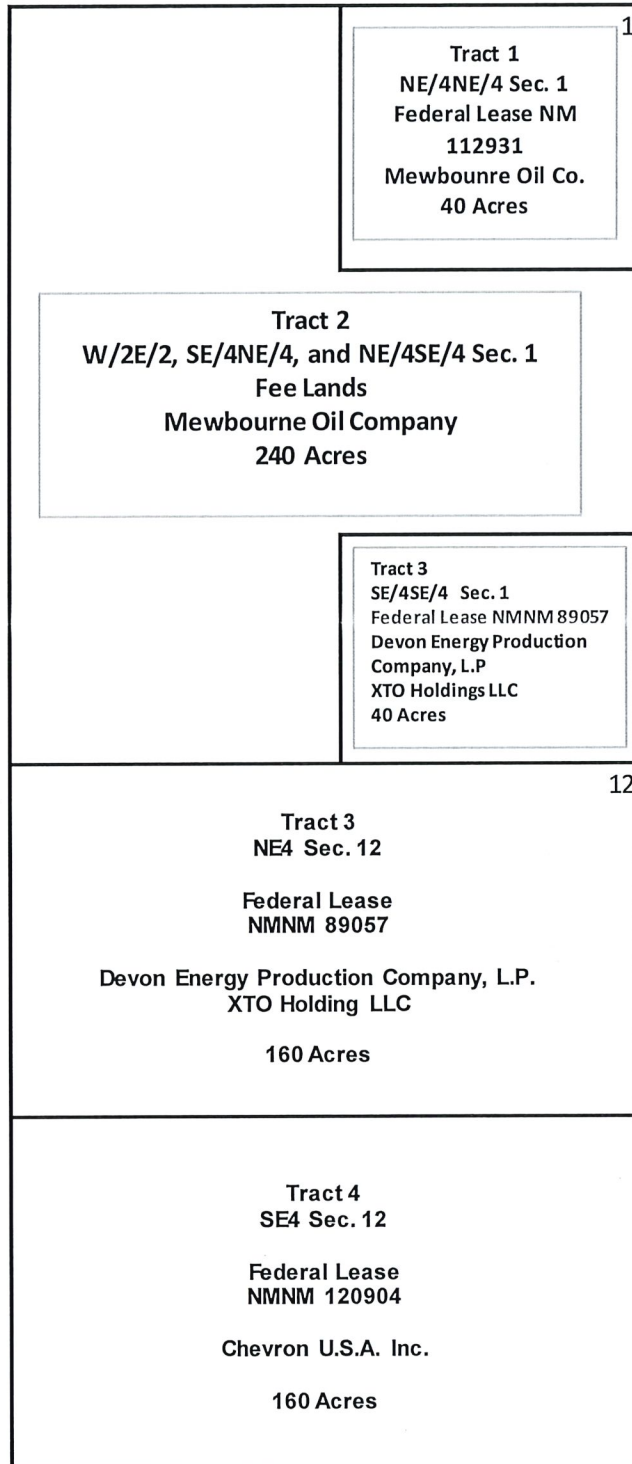


EXHIBIT "B"

Attached to the Communitization Agreement dated April 26, 2020 embracing the E/2 of Section 1 and 12, Township 26 South, Range 31 East, N.M.P.M., Eddy County, New Mexico

OPERATOR OF COMMUNITIZED AREA:

Mewbourne Oil Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.:	NM 112931
Lease Date:	January 1, 2005
Lease Term:	10 years
Original Lessor:	United States of America
Original Lessee:	Marshall & Winston Inc.
Present Lessee:	Mewbourne Oil Company
Description of Land Committed:	Township 26 South, Range 31 East, N.M.P.M. Section 1: NE/4NE/4 Eddy County, New Mexico
Number of Acres:	40.00
Basic Royalty Rate:	12.5%
Name and Percent ORRI Owners:	Marshall & Winston Inc. 7.5%
WI Owners	Mewbourne Oil Company.. 100.00000%

Tract No. 2

FEE LANDS:

Lease No. 1:

Lease Date:	November 11, 2013
Lease Term:	3 years
Lessor:	Hayes Land, LP
Lessee:	Mewbourne Oil Company.
Recorded:	Book 967 Page 13 OPR Eddy County, New Mexico
Description of Land Committed:	Township 26 South, Range 31 East, N.M.P.M. Section 1: W/2E/2, SE/4NE/4 & NE/4SE/4 Eddy County, New Mexico
Number of Acres:	240.00
Lessor's Interest	18.75% (45 net acres)
Basic Royalty Rate:	1/4 th
Other Burdens:	None
WI Owners:	Mewbourne Oil Company.. 100.00000%
Pooling Language in Lease:	Lessee is hereby granted the right and power, from time to time, to pool or combine the Leased Premises, the land covered by it or any part or horizon thereof with any other land, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall

not exceed the standard proration unit, spacing unit or project area as permitted or prescribed by the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico ("the Division") or by any other lawful authority having jurisdiction in such matter for the pool or area in which such land is situated, plus a tolerance of ten percent (10%). Notwithstanding the foregoing, Lessee may only pool each productive stratum under all, but not part of the Leased Premises that is not then allocated to a producing well, with the identical stratum under any land in the same government section (only if such other land is reasonably prospective of producing oil and/or gas in paying quantities from such stratum and only if the acreage of such other land does not exceed fifty percent (50%) of the total acreage in the unit) for the production of either oil or gas, by filing a written unit designation in the appropriate county before the commencement of any well thereon. The entire acreage pooled hereunder into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this Lease. Notwithstanding any provision in the Lease to the contrary neither operations upon, nor production from, nor a shut-in gas well on acreage pooled into a unit (whether formed hereunder or by governmental authority) shall continue this Lease in force as to acreage covered by this Lease but not included in such pooled unit even though same are on the Leased Premises. Correspondingly, neither operations upon, nor production from, nor a shut-in gas well on acreage not included in such pooled unit shall continue this Lease in force as to acreage included therein. In lieu of the royalties herein provided, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of Lessor's acreage included in the unit or Lessor's royalty interest therein on an acreage basis bears to the total acreage so pooled in that particular unit. If the Division reduces the size of a proration unit, spacing unit or project area for oil or gas, or if a gas well on a gas unit which includes all or a portion of the Leased Premises, is reclassified as an oil well, then with respect to all lands within such unit (other than the land within the newly applicable proration unit, spacing or project area upon which the well is located), the date of such reduction or reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of Paragraph 7 of this Lease (Paragraph 4).

Lease No. 2:

Lease Date:	November 11, 2013
Lease Term:	3 years
Lessor:	Hayes Land & Production, LP
Lessee:	Mewbourne Oil Company.
Recorded:	Book 967, Page 19 OPR Eddy County, New Mexico
Description of Land Committed:	Township 26 South, Range 31 East, N.M.P.M. Section 1: W/2E/2, SE/4NE/4 & NE/4SE/4 Eddy County, New Mexico
Number of Acres:	240.00
Lessor's Interest	18.75% (45 net acres)
Basic Royalty Rate:	1/4 th
Other Burdens:	None
WI Owners:	Mewbourne Oil Company.. 100.000000%
Pooling Language in Lease:	Lessee is hereby granted the right and power, from time to time, to pool or combine the Leased Premises, the land covered by it or any part or horizon thereof with any other land, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit, spacing unit or project area as permitted or prescribed by the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico ("the Division") or by any other lawful authority having jurisdiction in such matter for the pool or area in which such land is situated, plus a tolerance of ten percent (10%). Notwithstanding the foregoing, Lessee may only pool each productive stratum under all, but not part of the Leased Premises that is not then allocated to a producing well, with the identical stratum under any land in the same government section (only if such other land is reasonably prospective of producing oil and/or gas in paying quantities from such stratum and only if the acreage of such other land does not exceed fifty percent (50%) of the total acreage in the unit) for the production of either oil or gas, by filing a written unit designation in the appropriate county before the commencement of any well thereon. The entire acreage pooled hereunder into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this Lease. Notwithstanding any provision in the Lease to the contrary neither operations upon, nor production from, nor a shut-in gas well on acreage pooled into a unit (whether formed hereunder or by governmental authority) shall continue this Lease in force as to acreage covered by this Lease but not included in such pooled unit even though same are on the Leased Premises. Correspondingly, neither operations upon, nor production from, nor a shut-in gas well on acreage not included in such pooled unit shall

continue this Lease in force as to acreage included therein. In lieu of the royalties herein provided, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of Lessor's acreage included in the unit or Lessor's royalty interest therein on an acreage basis bears to the total acreage so pooled in that particular unit. If the Division reduces the size of a proration unit, spacing unit or project area for oil or gas, or if a gas well on a gas unit which includes all or a portion of the Leased Premises, is reclassified as an oil well, then with respect to all lands within such unit (other than the land within the newly applicable proration unit, spacing or project area upon which the well is located), the date of such reduction or reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of Paragraph 7 of this Lease (Paragraph 4).

Lease No. 3:

Lease Date:	November 11, 2013
Lease Term:	3 years
Lessor:	RBP Land Company Trust
Lessee:	Mewbourne Oil Company.
Recorded:	Book 967, Page 25 OPR Eddy County, New Mexico
Description of Land Committed:	Township 26 South, Range 31 East, N.M.P.M. Section 1: W/2E/2, SE/4NE/4 & NE/4SE/4 Eddy County, New Mexico
Number of Acres:	240.00
Lessor's Interest	12.5% (30 net acres)
Basic Royalty Rate:	1/4 th
Other Burdens:	None
WI Owners:	Mewbourne Oil Company.. 100.00000%
Pooling Language in Lease:	Lessee is hereby granted the right and power, from time to time, to pool or combine the Leased Premises, the land covered by it or any part or horizon thereof with any other land, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard proration unit, spacing unit or project area as permitted or prescribed by the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico ("the Division") or by any other lawful authority having jurisdiction in such matter for the pool or area in which such land is situated, plus a tolerance of ten percent (10%). Notwithstanding the foregoing, Lessee may only pool each productive stratum under all, but not part of the Leased Premises that is not then allocated to a producing well, with the identical stratum under any land in the same government section (only if such other land is

reasonably prospective of producing oil and/or gas in paying quantities from such stratum and only if the acreage of such other land does not exceed fifty percent (50%) of the total acreage in the unit) for the production of either oil or gas, by filing a written unit designation in the appropriate county before the commencement of any well thereon. The entire acreage pooled hereunder into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this Lease. Notwithstanding any provision in the Lease to the contrary neither operations upon, nor production from, nor a shut-in gas well on acreage pooled into a unit (whether formed hereunder or by governmental authority) shall continue this Lease in force as to acreage covered by this Lease but not included in such pooled unit even though same are on the Leased Premises. Correspondingly, neither operations upon, nor production from, nor a shut-in gas well on acreage not included in such pooled unit shall continue this Lease in force as to acreage included therein. In lieu of the royalties herein provided, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of Lessor's acreage included in the unit or Lessor's royalty interest therein on an acreage basis bears to the total acreage so pooled in that particular unit. If the Division reduces the size of a proration unit, spacing unit or project area for oil or gas, or if a gas well on a gas unit which includes all or a portion of the Leased Premises, is reclassified as an oil well, then with respect to all lands within such unit (other than the land within the newly applicable proration unit, spacing or project area upon which the well is located), the date of such reduction or reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of Paragraph 7 of this Lease (Paragraph 4).

Tract No. 3

Lease Serial No.:	NM 89057
Lease Date:	June 1, 1992
Lease Term:	10 years
Original Lessor:	United States of America
Original Lessee:	Phillips Petroleum Company
Present Lessee:	Devon Energy Production Company, LP
Description of Land Committed:	Township 26 South, Range 31 East, N.M.P.M. Section 1: SE/4SE/4 Section 12: NE/4 Eddy County, New Mexico
Number of Acres:	200.00

Basic Royalty Rate: 12.5%
 WI Owners Devon Energy Production Company L.P. 50.000000%
 XTO Holdings LLC..... 50.000000%

Tract No. 4

Lease No. 1:

Federal Lea No.: NMNM-120904
 Lease Date: November 1, 2008
 Lessor: The United States of America.
 Original Lessee: Steven W. Horn
 Present Lessee: Chevron U.S.A. Inc.
 Description of Land Committed: **Township 26 South, Range 31 East, N.M.P.M.**
 Section 12: SE/4
 Eddy County, New Mexico
 Number of Acres: 160.00.
 Royalty Rate: 12.50%.
 Overriding Royalty Owners: Chevron U.S.A. Inc.... 7.500050%
 Working Interest Owners: Mewbourne Oil Company... 100.000000%

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	40.00	6.25%
2	240.00	37.50%
3	200.00	31.25%
4	160.00	25.00%
Total	640.00	100.00%