



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Farmington District Office  
6251 College Blvd. - Suite A  
Farmington, New Mexico 87402  
www.blm.gov/nm



IN REPLY REFER TO:  
NMNM136768 (CA)  
3105 (NMF0110)

February 15, 2017

XTO Energy Inc.  
Attn: Debra Churchill  
810 Houston Street  
Fort Worth, TX 76102-6298

Dear Ms. Churchill:

Enclosed is one approved Communitization Agreement (CA) NMNM136768, involving 131.96 acres of Federal minerals in lease NMSF 077082, and 25.07 acres of Federal minerals in lease NMSF080781 and 254.82 acres of Fee minerals in San Juan County, New Mexico. This acreage comprises a 409.24 acre Mancos spacing unit for the Snyder Gas Com B No. 1 well.

The agreement communitizes all rights as to natural gas and associated liquid hydrocarbons gas producible from the Mancos formation in Lots 1, 5, 6, 7, 8, 9, E2NW, W2NE, NESW (N2, S2) of Section 19, T. 29 N., R. 9 W. NMPM, and is effective July 1, 2009. You are requested to furnish all interested principals with appropriate evidence of this approval.

The Farmington Field Office has adopted a streamlined CA procedure that will reduce delays involving the production of wells that involve communization of Federal lands. By minimizing delays, the payment of royalties will not be delayed and economic hardship will be eliminated. Upon the BLM issuing the CRS number to the operator, this includes a requirement to obtain the required signatures of Glenn Lackey Estate within 120-days. In the event you are unable to obtain the required signatures or justification for a time extension in this period will be considered an incident of non-compliance.

CA number NMNM136768 as assigned above, must be posted on the well and facility signs for the Snyder Gas Com B No. 1N well. The signs shall include the well name and number, Operator name, lease serial number, Communitization number, the quarter-quarter section, section, township and range, county, and state. (43 CFR 3162.6).

Pursuant to the terms and conditions of the approved CA and 43 CFR 3162.4 Well Records and Reports, you are required to file your well completion report within 30 days of the well' completion. Within five (5) days of commencement of production, you are also required to file a notice of production startup. Penalties for non-compliance with such requirements are applicable to all well and facilities on State or privately owned mineral lands committed to a unit or CA, which affects Federal or Indian interests, notwithstanding any provision of the unit or CA to the contrary.

Upon approval of the CA, production and royalty reports are due to the Office of Natural Resources Revenue (ONRR). The submission of form MMS-4054, Oil and Gas Operations Report (OGOR), must begin once drilling is completed. OGORs must be submitted to ONRR by the 15<sup>th</sup> day of the second month following the production month. Royalty payments, along with the form MMS-2014, Report of Sales and Royalty Remittance, are due on or before the last day of the month following the month during which oil or gas was produced and sold.

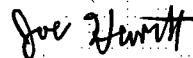
If the communitized well are producing, any production royalties that are due must be reported and paid within 90 days of the Bureau of Land Management's approval date or the payors will be assessed interest for late payment under the Federal Oil and Gas Royalty Management Act of 1982 (See 30 CFR 218.54).

If you have any questions concerning reporting on Form 2014s, please call your ONRR company contact located at <http://www.onrr.gov/FM/PDFDocs/coassign.pdf> or call 1-800-525-9167.

If you have questions concerning reporting on Oil and Gas Operations Reports, please call your ONRR company contact located at <http://www.onrr.gov/FM/PDFDocs/operasgn.pdf> or call 1-800-525-7922.

If you have any questions regarding the Communitization Agreement, please contact me at the above address or telephone (505) 599-8935.

Sincerely,



For Dave Mankiewicz  
Assistant Field Manager, Minerals

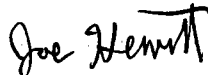
Distribution  
NMSO-1  
ONRR-1; MS-357 B1, Denver, CO  
NMOC-D-1; Santa Fe (w/o encl.)  
NM Tax & Rev. Dept.-1  
CA file NMNM-136768-1  
NMF01110; CMarquez; cm: 02/15/17; X7741; CA

## DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior, under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer, of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest.
- B. Approve the attached Communitization Agreement covering: Lots 1,5,6,7,8,9, E2NW, W2NE, NESW (N2,S2) of Section 19, T. 29 N., R. 9 W. NMPM, San Juan County, New Mexico, as to natural gas and associated liquid hydrocarbons producible from the Mancos formation. This approval will become invalid *ab initio* by the Authorized Officer should then public interest requirements under Section 3105.2-3(e) not be met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.
- D. Approval of this agreement does not warrant or certify that the applicant and other working interest owners thereof hold legal or equitable title to the leases, which are committed hereto.

Approved: February 15, 2017



For Dave Mankiewicz  
Assistant Field Manager, Minerals

Effective: July 1, 2009  
Contract No.: NMNM-136768

**Communitization Agreement  
Snyder Gas Com B #1N**

**Contract No.** NmNm136768

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof 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 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 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 29 North, Range 9 West, N.M.P.M.  
Section 19: N2, N2S2 (ada) Lots 1,5,6,7,8,9, E2NW, W2NE, NWSE, NESW  
San Juan County, New Mexico

containing **409.24** acres, and this agreement shall include only the Mancos Formation underlying said lands and the natural gas and associated liquid hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

2. 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 Attached hereto, and made a part of this agreement for all purposes, is Exhibit B, communitized area.
3. All matters of operation 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 two 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 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 therefrom 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, State or Fee land included within the CA area to be placed in an interest earning escrow or 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 non-communitized 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 non-communitized 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 July 1, 2009 *cm*, 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 occurs 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 of the provisions of Section 202(l) to (7) inclusive, of

Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**Operator, Working Interest Owner and Lessee of Record:**

XTO ENERGY INC.

Date: 9/20/16

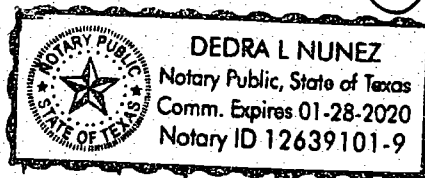
By: *Edwin S. Ryan, Jr.*  
Edwin S. Ryan, Jr.  
Senior Vice President, Land *ESP*

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September 2016, by Edwin S. Ryan, Jr., Senior Vice President - Land of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.

My Commission Expires:  
1/28/20

Notary Public  
*Dedra L Nunez*



**Working Interest Owner and Lessee of Record:**

Southland Royalty Company LLC

Date: 10/19/2016

By: [Signature]

Name: VAUGHN O. VERNERBERG, II

Title: PRESIDENT

STATE OF Texas §

COUNTY OF Tarrant §

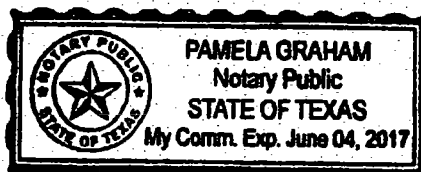
The foregoing instrument was acknowledged before me this 19th day of October, 2016, by V.O. Vernerberg II, President of Southland Royalty Company LLC, a Delaware Corporation, on behalf of said Corporation.

My Commission Expires:

6/4/2017

Notary Public:

Pamela Graham





**Lessee of Record and Working Interest Owner:**

**Burlington Resources Oil & Gas Company LP**  
by: **BROG GP LLC**, its sole General Partner

Date: 11-14-2016

**Terry Ruby, Attorney-in-Fact**

STATE of New Mexico ) §

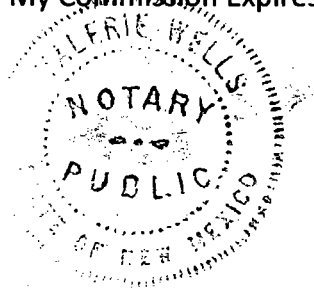
) §

COUNTY of San Juan ) §

The foregoing instrument was acknowledged before me this 16<sup>TH</sup> day of NOVEMBER, 2016 by Terry Ruby, Attorney-in-Fact of BROG GP LLC, a Delaware limited liability company, acting on behalf of Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, as its sole general partner.

12-03-2018  
My Commission Expires

**Notary Public**



**Working Interest Owner and Lessee of Record:**

Date: 10-11-2016

Production Gathering Company, LP

By: [Signature]

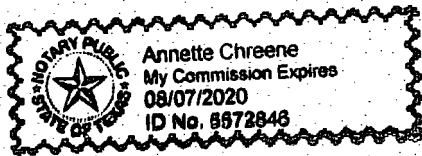
Production Gathering Company, L.P.  
By: Production Gathering Company, GP L.L.C.  
Its General Partner  
Gregory A. Vance, President  
(972) 680-9737

STATE OF Texas §  
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 11th day of October, 2016, by Gregory A. Vance, President of Production Gathering Company, LP a GP LLC, limited liability company Corporation, on behalf of said Corporation.

My Commission Expires:  
8-7-2020

Notary Public:  
Annette Chreene



**Lessee of Record:**

Glenn Lackey Estate

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ of Glenn Lackey Estate, on behalf of said Estate.

My Commission Expires:

Notary Public:

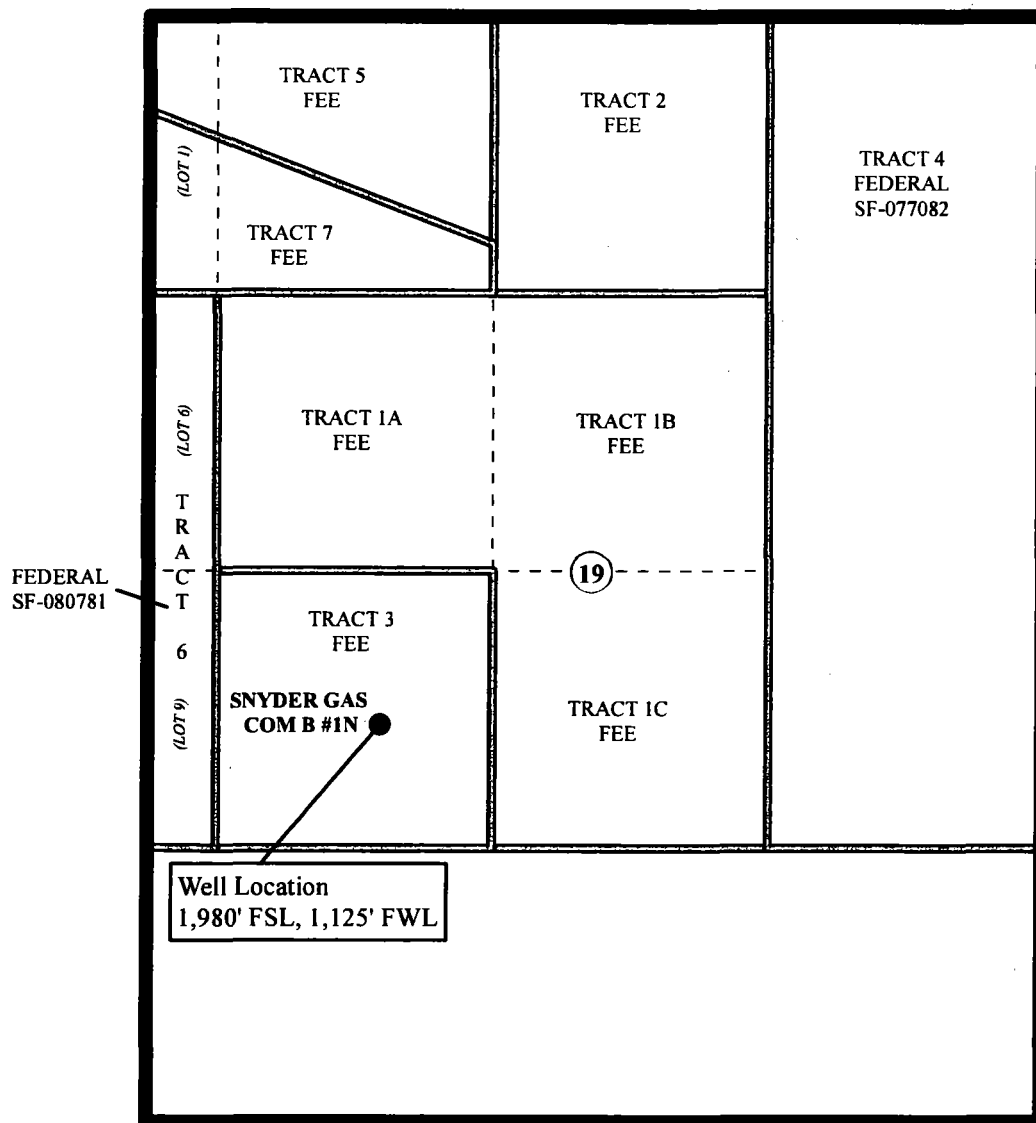
\_\_\_\_\_

\_\_\_\_\_

# EXHIBIT "A"

Attached to and made a part of that certain Communitization Agreement covering the N2 and N2S2 (ada) Lots 1,5,6,7,8,9, E2NW, N2NE, NWSW, NESW of Section 19, Township 29 North, Range 9 West, San Juan County, New Mexico

## Snyder Gas Com B #1N Mancos Formation



## RECAPITULATION

Tract Number	Number of Acres Comitted	Interest In Communitized Area
1A. (Fee)	40.00	9.77422%
1B. (Fee)	40.00	9.77422%
1C. (Fee)	40.00	9.77422%
2. (Fee)	40.00	9.77422%
3. (Fee)	40.00	9.77422%
4. (Federal)	131.96	32.24513%
5. (Fee)	29.75	7.26957%
6. (Federal)	25.07	6.12598%
7. (Fee)	22.46	5.48822%
	409.24	100.00000%

EXHIBIT "B"  
To Communitization Agreement dated July 1, 2009 cm  
Embracing the following described land in  
San Juan County, New Mexico  
Township 29 North, Range 9 West, Section 19: N2, N2S2 (ada)  
Lots 1,5,6,7,8,9, E2NW, W2NE, NWSE, NESW

Operator of Communitized Area: XTO Energy Inc.

DESCRIPTION OF LEASES COMMITTED

Tract 1A - 40 acres

Lease Serial No.: Fee  
Lease Date: November 17, 1947  
Lessor: Henry Snyder, a single man  
Lessee of Record: XTO Energy Inc.  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: SE/4NW/4  
Number of Acres: 13.33  
Royalty Rate: 12.50%  
Working Interest: XTO Energy Inc.: 100%  
ORRI: None  
Pooling Clause: Lease contains a provision authorizing pooling in  
accordance with the acreage requirement of the agreement

Lease Serial No.: Fee  
Lease Date: November 17, 1947  
Lessor: Dora Gabriel, a widow  
Lessee of Record: XTO Energy Inc.  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: SE/4NW/4  
Number of Acres: 13.33  
Royalty Rate: 12.50%  
Working Interest: XTO Energy Inc.: 100%  
ORRI: None  
Pooling Clause: Lease contains a provision authorizing pooling in  
accordance with the acreage requirement of the agreement

Lease Serial No.: Fee  
 Lease Date: November 17, 1947  
 Lessor: George W. Kutz, et al  
 Lessee of Record: XTO Energy Inc.  
 Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
 Section 19: SE/4NW/4  
 Number of Acres: 8.89  
 Royalty Rate: 12.50%  
 Working Interest: XTO Energy Inc.: 100%  
 ORRI: None  
 Pooling Clause: Lease contains a provision authorizing pooling in  
 accordance with the acreage requirement of the agreement

Lease Serial No.: Fee  
 Lease Date: November 17, 1947  
 Lessor: Dan G. Kutz, a widower  
 Lessee of Record: XTO Energy Inc.  
 Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
 Section 19: SE/4NW/4  
 Number of Acres: 4.45  
 Royalty Rate: 12.50%  
 Working Interest: XTO Energy Inc.: 100%  
 ORRI: None  
 Pooling Clause: Lease contains a provision authorizing pooling in  
 accordance with the acreage requirement of the agreement

**Tract 1B - 40 acres**

Lease Serial No.: Fee  
 Lease Date: November 17, 1947  
 Lessor: Henry Snyder, a single man  
 Lessee of Record: XTO Energy Inc.  
 Burlington Resources Oil & Gas Company, LP  
 Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
 Section 19: SW/4NE/4  
 Number of Acres: 13.33  
 Royalty Rate: 12.50%  
 Working Interest: XTO Energy Inc.: 50.00%  
 Burlington Resources Oil & Gas Company, LP 50.00%  
 ORRI: None

Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement		
Lease Serial No.:	Fee		
Lease Date:	November 17, 1947		
Lessor:	Dora Gabriel, a widow		
Lessee of Record:	XTO Energy Inc. Burlington Resources Oil & Gas Company, LP		
Description of Lands Committed:	<u>Township 29 North, Range 9 West, N.M.P.M.</u> Section 19: SW/4NE/4		
Number of Acres:	13.33		
Royalty Rate:	12.50%		
Working Interest:	XTO Energy Inc.:	50.00%	
	Burlington Resources Oil & Gas Company, LP	50.00%	
ORRI:	None		
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement		
Lease Serial No.:	Fee		
Lease Date:	November 17, 1947		
Lessor:	George W. Kutz, et al		
Lessee of Record:	XTO Energy Inc. Burlington Resources Oil & Gas Company, LP		
Description of Lands Committed:	<u>Township 29 North, Range 9 West, N.M.P.M.</u> Section 19: SW/4NE/4		
Number of Acres:	8.89		
Royalty Rate:	12.50%		
Working Interest:	XTO Energy Inc.:	50.00%	
	Burlington Resources Oil & Gas Company, LP	50.00%	
ORRI:	None		
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement		

Lease Serial No.:	Fee	
Lease Date:	November 17, 1947	
Lessor:	Dan G. Kutz, a widower	
Lessee of Record:	XTO Energy Inc. Burlington Resources Oil & Gas Company, LP	
Description of Lands Committed:	<u>Township 29 North, Range 9 West, N.M.P.M.</u> Section 19: SW/4NE/4	
Number of Acres:	4.45	
Royalty Rate:	12.50%	
Working Interest:	XTO Energy Inc.:	50.00%
	Burlington Resources Oil & Gas Company, LP	50.00%
ORRI:	None	
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement	

**Tract 1C - 40 acres**

Lease Serial No.:	Fee	
Lease Date:	November 17, 1947	
Lessor:	Henry Snyder, a single man	
Lessee of Record:	XTO Energy Inc. Southland Royalty Company LLC	
Description of Lands Committed:	<u>Township 29 North, Range 9 West, N.M.P.M.</u> Section 19: NW/4SE/4	
Number of Acres:	13.33	
Royalty Rate:	12.50%	
Working Interest:	XTO Energy Inc.:	50.00%
	Southland Royalty Company LLC:	50.00%
ORRI:	None	
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement	

Lease Serial No.:	Fee	
Lease Date:	November 17, 1947	
Lessor:	Dora Gabriel, a widow	
Lessee of Record:	XTO Energy Inc. Southland Royalty Company LLC	
Description of Lands Committed:	<u>Township 29 North, Range 9 West, N.M.P.M.</u> Section 19: NW/4SE/4	
Number of Acres:	13.33	



Royalty Rate:	12.50%
Working Interest:	XTO Energy Inc.: 50.00% Southland Royalty Company LLC: 50.00%
ORRI:	None
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement
Lease Serial No.:	Fee
Lease Date:	November 17, 1947
Lessor:	George W. Kutz, et al
Lessee of Record:	XTO Energy Inc. Southland Royalty Company LLC
Description of Lands Committed:	<u>Township 29 North, Range 9 West, N.M.P.M.</u> Section 19: NW/4SE/4
Number of Acres:	8.89
Royalty Rate:	12.50%
Working Interest:	XTO Energy Inc.: 50.00% Southland Royalty Company LLC: 50.00%
ORRI:	None
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement
Lease Serial No.:	Fee
Lease Date:	November 17, 1947
Lessor:	Dan G. Kutz, a widower
Lessee of Record:	XTO Energy Inc. Southland Royalty Company LLC
Description of Lands Committed:	<u>Township 29 North, Range 9 West, N.M.P.M.</u> Section 19: NW/4SE/4
Number of Acres:	4.45
Royalty Rate:	12.50%
Working Interest:	XTO Energy Inc.: 50.00% Southland Royalty Company LLC: 50.00%
ORRI:	None
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

**Tract 2**

Lease Serial No.:	Fee
Lease Date:	February 16, 1965
Lessor:	M. L. Faverino et ux
Present Lessee:	XTO Energy Inc. Burlington Resources Oil & Gas Company, LP
Description of Lands Committed:	<u>Township 29 North, Range 9 West, N.M.P.M.</u> Section 19: NW/4NE/4
Number of Acres:	40.00
Royalty Rate:	12.50%
Working Interest:	XTO Energy Inc.: 50.00% Burlington Resources Oil & Gas Company, LP 50.00%
ORRI:	None
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

**Tract 3- 40 acres**

Lease Serial No.:	Fee
Lease Date:	July 1, 1957
Lessor:	Texas National Petroleum Co.
Lessee of Record:	XTO Energy Inc.
Description of Lands Committed:	<u>Township 29 North, Range 9 West, N.M.P.M.</u> Section 19: NE/4SW/4
Number of Acres:	6.666667
Royalty Rate:	25.00%
Working Interest:	XTO Energy Inc. 100%
ORRI:	None
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

Lease Serial No.:	Fee
Lease Date:	July 1, 1957
Lessor:	Petro-Minerals, Inc.
Lessee of Record:	XTO Energy Inc.
Description of Lands Committed:	<u>Township 29 North, Range 9 West, N.M.P.M.</u> Section 19: NE/4SW/4
Number of Acres:	13.118280
Royalty Rate:	25.00%

Working Interest: XTO Energy Inc. 100%  
ORRI: None  
Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

Lease Serial No.: Fee  
Lease Date: July 1, 1957  
Lessor: Gladys Watford  
Lessee of Record: XTO Energy Inc.  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: NE/4SW/4

Number of Acres: 3.225806  
Royalty Rate: 25.00%  
Working Interest: XTO Energy Inc. 100%  
ORRI: None  
Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

Lease Serial No.: Fee  
Lease Date: July 1, 1957  
Lessor: The First National Bank of Fort Worth, Trustee  
U/A With Eula May Johnston

Lessee of Record: XTO Energy Inc.  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: NE/4SW/4

Number of Acres: 3.333333  
Royalty Rate: 25.00%  
Working Interest: XTO Energy Inc. 100%  
ORRI: None  
Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

Lease Serial No.: Fee  
Lease Date: July 1, 1957  
Lessor: Ralph A. Johnston et ux  
Lessee of Record: XTO Energy Inc.  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: NE/4SW/4

Number of Acres: .833333

Royalty Rate: 25.00%  
Working Interest: XTO Energy Inc. 100%  
ORRI: None  
Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

Lease Serial No.: Fee  
Lease Date: July 1, 1957  
Lessor: V. A. Johnston et ux  
Lessee of Record: XTO Energy Inc.  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: NE/4SW/4

Number of Acres: .833333  
Royalty Rate: 25.00%  
Working Interest: XTO Energy Inc. 100%  
ORRI: None  
Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

Lease Serial No.: Fee  
Lease Date: July 1, 1957  
Lessor: Lillie Leona Rogers  
Lessee of Record: XTO Energy Inc.  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: NE/4SW/4

Number of Acres: .277778  
Royalty Rate: 25.00%  
Working Interest: XTO Energy Inc. 100%  
ORRI: None  
Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

Lease Serial No.: Fee  
Lease Date: July 1, 1957  
Lessor: Orville Curtis Rogers et ux  
Lessee of Record: XTO Energy Inc.  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: NE/4SW/4

Number of Acres: .277778

Royalty Rate: 25.00%  
Working Interest: XTO Energy Inc. 100%  
ORRI: None  
Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

Lease Serial No.: Fee  
Lease Date: July 1, 1957  
Lessor: Veva Jean Gibbard et vir  
Lessee of Record: XTO Energy Inc.  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: NE/4SW/4

Number of Acres: .277778  
Royalty Rate: 25.00%  
Working Interest: XTO Energy Inc. 100%  
ORRI: None  
Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

Lease Serial No.: Fee  
Lease Date: September 6, 1957  
Lessor: Mrs. Willie Johnston  
Lessee of Record: XTO Energy Inc.  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: NE/4SW/4

Number of Acres: .833333  
Royalty Rate: 25.00%  
Working Interest: XTO Energy Inc. 100%  
ORRI: None  
Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

Lease Serial No.: Fee  
Lease Date: August 20, 1957  
Lessor: Harry W. Nichoalds, Jr., Administrator of the Estate of G. T. Lackey, Deceased  
Lessee of Record: XTO Energy Inc.  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: NE/4SW/4

Number of Acres: 10.322581  
 Royalty Rate: 12.50%  
 Working Interest: XTO Energy Inc. 100%  
 ORRI: None  
 Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

**Tract 4**

Lease Serial No.: SF 077082  
 Lease Date: June 1, 1947  
 Lessor: United States of America  
 Lessee of Record: Glenn Lackey Estate  
 Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
 Section 19: E/2NE/4, NE/4SE/4, being the same land described as Lots 5, 7, and 8 of Section 19, T29N, R9W, N.M.P.M.

Number of Acres: 131.96  
 Royalty Rate: 12.50%  
 Working Interest: Burlington Resources Oil & Gas, LP 100%  
 ORRI: Various

**Tract 5**

Lease Serial No.: Fee  
 Lease Date: May 24, 1956  
 Lessor: Juan E. Jaquez  
 Lessee of Record: XTO Energy Inc.  
 Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
 Section 19: Part of Lot 1 (NWNW), and part of NENW  
 Number of Acres: 29.75  
 Royalty Rate: 12.50%  
 Working Interest: XTO Energy Inc. 100%  
 ORRI: None  
 Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement

**Tract 6**

Lease Serial No.: SF 080781  
Lease Date: January 1, 1949  
Lessor: United States of America  
Lessee of Record: Burlington Resources Oil & Gas Company, LP  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: Lots 6 and 9 (ada SWNW, NWSW)  
  
Number of Acres: 25.07  
Royalty Rate: 12.50%  
Working Interest: Burlington Resources Oil & Gas, LP: 100%  
ORRI: Various

**Tract 7**

Lease Serial No.: Fee  
Lease Date: January 20, 1953  
Lessor: Rosa J. Rodriguez et vir  
Lessee of Record: Production Gathering Company, LP  
Description of Lands Committed: Township 29 North, Range 9 West, N.M.P.M.  
Section 19: Part of Lot 1 (NWNW), and part of NENW  
  
Number of Acres: 22.46  
Royalty Rate: 12.50%  
Working Interest: Production Gathering Company, LP: 100%  
ORRI: Various  
Pooling Clause: Lease contains a provision authorizing pooling in  
accordance with the acreage requirement of the agreement

**RECAPITULATION**

<u>Tract Number</u>	<u>Number of Acres Committed</u>	<u>Interest In Communitized Area</u>
1A (Fee)	40.00	9.77422%
1B (Fee)	40.00	9.77422%
1C (Fee)	40.00	9.77422%
2 (Fee)	40.00	9.77422%
3 (Fee)	40.00	9.77422%
4 (Federal)	131.96	32.24513%
5 (Fee)	29.75	7.26957%
6 (Federal)	25.07	6.12598%
7 (Fee)	<u>22.46</u>	<u>5.48822%</u>
	409.24	100.00000%