

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of June, 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 25 South, Range 32 East, Lea County, New Mexico, N.M.P.M.

Section 25: W/2

Section 24: SW/4

- Containing **480.00 acres**, and this agreement shall include only the **Wolfcamp** Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons (hereinafter 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 **EOG Resources, Inc., 5509 Champions Drive, Midland, TX 79706**. 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 **June 1st, 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 (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 of the day and year first above written and have set opposite their respective names the date of execution.

Operator, Record Title & Working Interest

EOG RESOURCES, INC.

By: _____
Wendy Dalton
Its: Agent and Attorney in Fact
Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

On this ___ day of _____, 2020, before me, a Notary Public for the State of Texas, personally appeared Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, on behalf of said corporation.

(SEAL)

My Commission Expires

Notary Public

LESSEES OF RECORD:

Oxy Y-1 Company
(Record Title)

By: _____
Its: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, as _____ of Oxy Y-1 Company, a New Mexico corporation, on behalf of said corporation.

(SEAL)

My Commission Expires

Notary Public

LESSEES OF RECORD:

The Toles Corporation, LLC
(Working Interest)

By: _____
Its: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, as _____ of The Toles Corporation, LLC, a New Mexico limited liability company, on behalf of said company.

(SEAL)

My Commission Expires

Notary Public

LESSEES OF RECORD:

Carlisle Exploration, Inc.
(Working Interest)

By: _____
Its: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, as _____ of Carlisle Exploration, Inc., a _____ corporation, on behalf of said corporation.

(SEAL)

My Commission Expires

Notary Public

LESSEES OF RECORD:

**Mark & Kristy Kundysek Family
Investments, L.P.
(Working Interest)**

By: _____
Its: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, as _____ of Mark & Kristy Kundysek Family Investments, L.P., a _____ limited partnership, on behalf of said limited partnership.

(SEAL)

My Commission Expires

Notary Public

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT: _____

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: _____ (signature of officer)

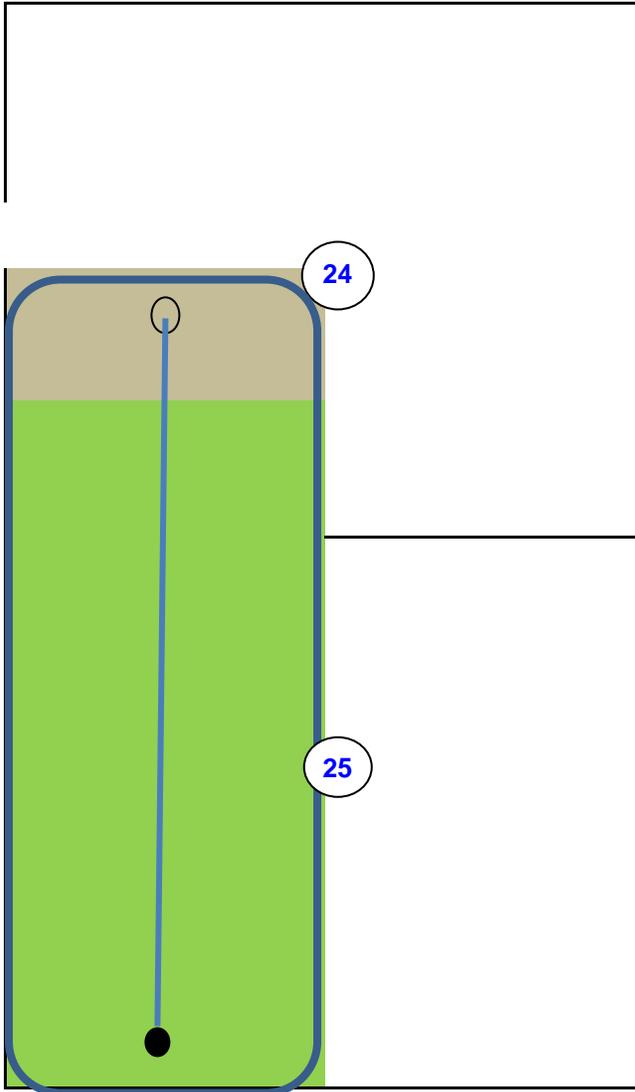
Printed: Wendy Dalton

TITLE: Agent & Attorney-In-Fact

Phone number: (432) 686-3600

EXHIBIT "A"

Plat of communitized area dated June 1, 2020 covering SW/4 of Section 24 and W/2 of Section 25, Township 25 South, Range 32 East, N.M.P.M, Lea County, New Mexico, EOG Resources, Inc. Operator



-  Communitized Area
-  Tract 1: NMNM – 15317
-  Tract 2: NMNM – 110836
-  Surface Hole Location #713H: 2158' FSL & 1370' FWL Section 24-T25S-R32E
-  Bottom Hole Location #713H: 100' FSL & 1310' FWL Section 25-T25S-R32E

EXHIBIT "B"

To Communitization Agreement Dated June 1, 2020 embracing the following described land in SW/4 of Section 24 and W/2 of Section 25, Township 25 South, Range 32 East, N.M.P.M., Lea County, New Mexico, EOG Resources, Inc. Operator.

DESCRIPTION OF LEASES COMMITTED

<u>Tract No.:</u>	1	
<u>Serial No. of Lease:</u>	NMNM-15317	
<u>Lessor:</u>	United States Department of the Interior Bureau of Land Management	
<u>Lessee of Record:</u>	EOG Resources, Inc.	
<u>Date of Lease:</u>	July 1, 1972	
<u>Description of Lands Committed:</u>	<u>Township 25 South, Range 32 East, NMPM</u> Section 24: N/2SW/4 Lea County, New Mexico	
<u>Number of Acres:</u>	80.00	
<u>Royalty Rate:</u>	12.5%	
<u>Name and Percent of WI Owners:</u>	EOG Resources, Inc.	0.92230496
	David Petroleum Corporation	0.02610769
	McClellan Oil Corporation	0.02242929
	The Toles Company, LLC	0.02242928
	Carlisle Exploration, Inc.	0.00336439
	Mark & Kristy Kundysek Family Investments, L.P.	0.00336439
<u>Name and Percent of ORRI Owners:</u>	B & G Royalties	0.00166667
	Fortis Minerals II, LLC	0.00096667
	James Carson, as his separate property	0.00023333
	Jami Harl, as his separate property	0.00023333
	Terry Owen, as his separate property	0.00023333
	Pegasus Resources, LLC	0.00306667
	McMullen Minerals, LLC	0.00026667
	Merih Energy, LLC	0.00027778
	Montego Capital Fund 3 LTD.	0.00027778
	PD III Exploration LTD.	0.00027778
	JST Troschinetz Corporation Profit Sharing Plan	0.00015000
	E.M. Thompson Coporation Profit Sharing Plan	0.00012778
	John W. Gates, LLC	0.00166667
	Robert B. Gates and Nada S. Gates, Trustees of the Robert B. Gates and Nada Trust Agreement dated June 8, 1984	0.00333333
	EOG Resources, Inc.	0.00208333

<u>Tract No.:</u>	2	
<u>Serial No. of Lease:</u>	NMNM-110836	
<u>Lessor:</u>	United States Department of the Interior Bureau of Land Management	
<u>Lessee of Record:</u>	EOG Resources, Inc. Oxy Y-1 Company	
<u>Date of Lease:</u>	September 1, 2003	
<u>Description of Lands Committed:</u>	<u>Township 25 South, Range 32 East, NMPM</u> Section 24: S/2SW/4 Section 25: W/2 Lea County, New Mexico	
<u>Number of Acres:</u>	400.00	
<u>Royalty Rate:</u>	12.5%	
<u>Name and Percent of WI Owners:</u>	Sharbro Energy, LLC	0.09000000
	EOG Resources, Inc.	0.91000000
<u>Name and Percent of ORRI Owners:</u>	None	

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	16.666667%
2	400.00	83.333333%
Total	480.00	100.000000%