

Communitization Agreement

Contract No. NM

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 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 29 East, N.M.P.M.

Section 3: W2E2

Section 10: W2NE

Eddy County, New Mexico

containing 239.75 acres, and this agreement shall include only the Bone Spring Formation underlying said lands and crude oil and associated natural 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. 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 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 are 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 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 July 6, 2019 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 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 above written and have set opposite their respective names the date of execution.

OPERATOR

Statement of Written Consent by All Named Owners:

I, the undersigned, hereby certify, on behalf of XTO Energy Inc., the Operator of the proposed Communitization Agreement, that all working interest owners (i.e., the lessees of record and operating rights owners) shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the working interest owners of the Federal or Indian leases subject to the Communitization Agreement and that the written consents of all the named owners have been obtained and will be made available to the BLM immediately upon request.

XTO ENERGY INC.

By: Angie Repka
Land Manager – Permian – Delaware Basin
Title: Attorney-in-Fact

Date:

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Angie Repka – Land Manager – Permian – Delaware Basin, as Attorney-in-Fact of XTO ENERGY INC., a Delaware Corporation, on behalf of said corporation.

Notary Public, State of Texas

**RECORD TITLE OWNER (NMNM-136870, NMNM-15302)
XTO ENERGY INC., on behalf of
XTO HOLDINGS, LLC**

By: Angie Repka
Land Manager – Permian – Delaware Basin
Title: Attorney-in-Fact

Date:

**STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Angie Repka – Land Manager – Permian – Delaware Basin, as Attorney-in-Fact of XTO ENERGY INC., on behalf of XTO HOLDINGS, LLC, a Delaware limited liability company, on behalf of said company.

Notary Public, State of Texas

**OPERATING RIGHTS OWNER (NMNM-136870, NMNM-015302)
XTO ENERGY INC., on behalf of
XTO HOLDINGS, LLC**

By: Angie Repka
Land Manager – Permian – Delaware Basin
Title: Attorney-in-Fact

Date:

**STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

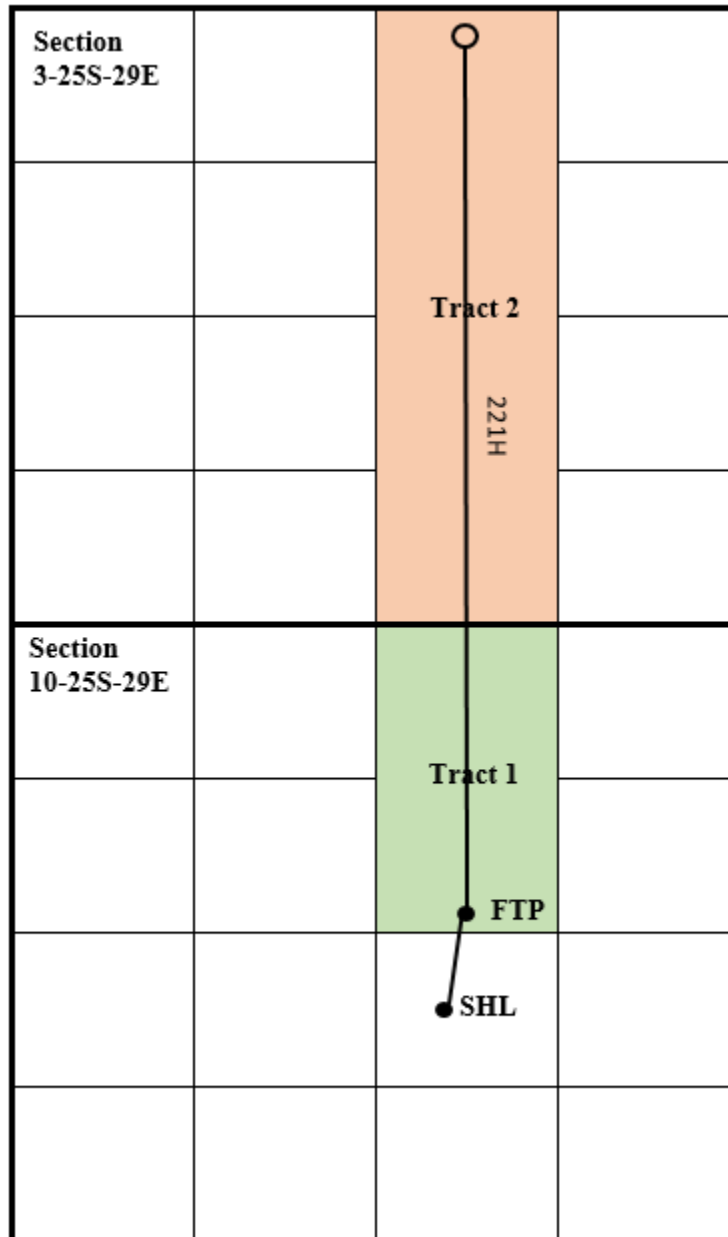
The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Angie Repka – Land Manager – Permian – Delaware Basin, as Attorney-in-Fact of XTO ENERGY INC., on behalf of XTO HOLDINGS, LLC, a Delaware limited liability company, on behalf of said company.

Notary Public, State of Texas

EXHIBIT "A"

Plat of Communitized area covering
W2E2 Section 3 T25S, R29E, N.M.P.M.
W2NE Section 10 T25S, R29E, N.M.P.M.
Eddy County, NM

Corral Canyon Federal 221H
Bone Spring Formation



SHL 1,895' FSL & 2,080' FEL SEC 10-25S-29E
BHL 50' FNL & 1,980' FEL SEC 3-25S-29E

EXHIBIT "B"

To Communitization Agreement Dated July 6, 2019, embracing the following described land in Eddy County, New Mexico.

Operator of Communitized Area: **XTO ENERGY INC.**

DESCRIPTION OF LEASES COMMITTED**Tract No. 1**

Lease Serial Number: NMNM-136870
 Lease Date: April 1, 1972
 Lease Term: 10 Years
 Lessor: United States of America
 Original Lessee: L G Wells
 Present Lessee: XTO Holdings, LLC
 Description of Land Committed: Township 25 South, Range 29 East, N.M.P.M.
 Section 10: W2NW
 Number of Acres: 80.00
 Royalty Rate: 12.50%
 Name and Percent of ORRI Owners: The Marital Trust created under the L G Wells Trust dtd 4/14/1981 – 2.50%
 Trustee of the Stuart L Carter Trust – 2.50%
 WI Owners and Interests: XTO Holdings, LLC – 100.00%

Tract No. 2

Lease Serial Number: NMNM-015302
 Lease Date: January 1, 1973
 Lease Term: 10 Years
 Lessor: United States of America
 Original Lessee: David Levy
 Present Lessee: XTO Holdings, LLC
 Description of Land Committed: Township 25 South, Range 29 East, N.M.P.M.
 Section 3: W2E2
 Number of Acres: 159.75
 Royalty Rate: 12.5%
 Name and Percent of ORRI Owners: Spinnaker Investments LP – 0.500%
 Martha Brittain Donnelly Trust dtd 5/1/1983 – 0.166660%
 Richard Donnelly Jr Trust dtd 5/1/1983 – 0.166670%
 David Preston Donnelly Trust 5/1/1983 – 0.166670%
 Double B Assets, LLC – 0.1000%
 Tim Lilley and wife, Tashina Lilley – 0.09200%
 Marc Lilley and wife, Lisa Lilley – 0.09200%
 Dylan Tarter – 0.09200%
 Justin Nine and wife, Sara Nine – 0.09200%
 Jason Lilley and wife, Michelle Lilley – 0.03200%
 Doris Helen Witt Revocable Living Trust dtd 7/30/1992 – 0.5000%
 Steven J Davis – 0.5000%
 Shawn P Hannifan - 0.064950%
 S&E Royalty LLC – 0.064950%
 FFF Inc – 0.031250%
 MW Oil Investment Co., Inc. – 0.03125%

Barry R Gager – 0.06250%
 Western Interior Energy Inc fbo WIT III Sep IRA – 0.13040%
 William N Heiss Profit Sharing Plan – 0.03910%
 CRF Eckels – 0.031250%
 Blasco LLC – 0.003906%
 Christopher R F Eckels – 0.007812%
 Robert Edward Eckels Jr, LLC – 0.007813%
 Jan C Ice – 0.003906%
 Elizabeth Jane Kay Family Trust – 0.007813%
 Robert J Desmond Jr and Julia L Desmond – 0.006550%
 Douglas S Izmirian and Christine M Izmirian – 0.006550%
 XTO Holdings, LLC – 100%

WI Owners and Interests:

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	33.3681%
2	<u>159.75</u>	<u>66.6319%</u>
Total	239.75	100.0000%