



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

New Mexico State Office
301 Dinosaur Trail
Santa Fe, New Mexico 87508
www.blm.gov/new-mexico



In Reply Refer To:

NMNM140816
3105.2 (NM920)

JUN 18 2020

Reference:
Communitization Agreement
Stonewall 28 Fed Com #301H
Section 28: W2W2
Section 33: W2W2
T. 24 S., R. 34 E., N.M.P.M.
Lea County, NM

EOG Resources, Inc.
5509 Champions Drive
Midland, TX 79706

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM140816 involving 80 acres of Federal land in lease NMNM 19452, 80 acres of Federal land in lease NMNM 15684, and 160 acres of Federal land in lease NMNM 120363, Lea County, New Mexico, which comprise a 320.00 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath the W2W2 of Sec. 28 and the W2W2 of Sec. 33, T. 24 S., R. 34 E., NMPM, Lea County, NM, and is effective July 1, 2018. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

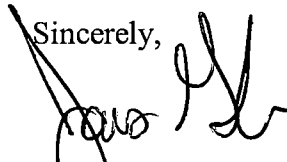
Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504.

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,



James Glover
Branch Chief
Branch of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NM (P0220-CFO, File Room)

NMSO (NM925, File)

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. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached Communitization Agreement covering the W2W2 of sec. 28 and the W2W2 of sec. 33, T. 24 S., R. 34 E., NMPM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not 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.

Approved: JUN 18 2020



James Glover
Branch Chief
Branch of Reservoir Management
Division of Minerals

Effective: July 1, 2018

Contract No.: Com. Agr. NMNM140816

Federal Communitization Agreement

Contract No. NMN M140816

THIS AGREEMENT entered into as of the 1st day of July, 2018, 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 24 South, Range 34 East, Lea County New Mexico

Section 28: W2W2

Section 33: W2W2

Containing 320.00 acres, more or less, and this agreement shall include only the Bone Spring 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

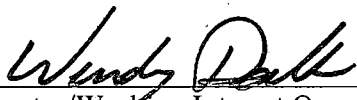
diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

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 **July 1st, 2018**, 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 above written and have set opposite their respective names the date of execution.


Operator/Working Interest Owner

9/26/19
Date

By: Wendy Dalton as Agent & Attorney-In-Fact
Operator/Attorney-in-Fact

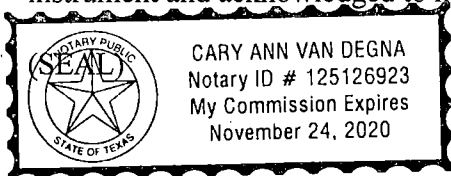
ACKNOWLEDGEMENT

STATE OF TEXAS)

) ss.

COUNTY OF MIDLAND)

On this 26th day of September, 2019, 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, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



My Commission Expires

Cary Ann Van Degna
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: Wendy Dalton (signature of officer) *rcb*

Printed: Wendy Dalton

TITLE: Agent & Attorney-In-Fact

Phone number: (432) 686-3600

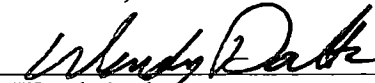
**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

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

**OPERATOR/WORKING INTEREST
OWNER/RECORD TITLE OWNER**

EOG Resources, Inc.

9/26/19
Date

By:  *PCB*
Name: Wendy Dalton
Title: Agent & Attorney-In-Fact

WORKING INTEREST OWNER

Vladin, LLC

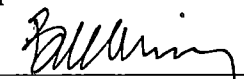
Date

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNER

Roden Participants Ltd.

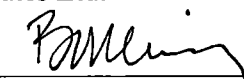
9/4/19
Date

By: 
Name: Benjamin K. Kinney,
Title: V.P., Tiltex Co., L.L.C.
Managing Partner

WORKING INTEREST OWNER

Roden Associates Ltd.

9/4/19
Date

By: 
Name: Benjamin K. Kinney,
Title: V.P., Tiltex Co., L.L.C.
Managing Partner

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

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

**OPERATOR/WORKING INTEREST
OWNER/RECORD TITLE OWNER**

EOG Resources, Inc.

Date

By: _____
Name: Wendy Dalton
Title: Agent & Attorney-In-Fact

RECORD TITLE OWNER

Vladin, LLC, f/k/a

John A. Yates, a married man dealing in his sole and separate property

9/16/19

Date

By: _____
Name: Jim Ball
Title: Attorney-in-Fact

WORKING INTEREST OWNER

Vladin, LLC

9/16/19

Date

By: _____
Name: Jim Ball
Title: Attorney-in-Fact

WORKING INTEREST OWNER

Roden Participants Ltd.

Date

By: _____
Name: _____
Title: _____

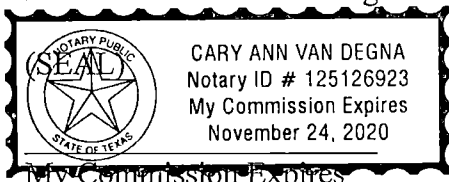
ACKNOWLEDGEMENT(S)

STATE OF TEXAS

SS.

COUNTY OF MIDLAND

On this 26th day of September, 2019, 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, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



My Commission Expires

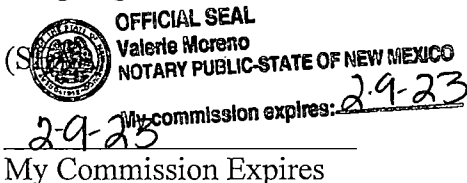
Cary Ann Van
Notary Public

STATE OF NEW MEXICO)

) ss.

COUNTY OF EDDY)

On this 16 day of September, 2019, before me, a Notary Public for the State of New Mexico, personally appeared Jim Ball, known to me to be the Attorney-in-Fact of Vladin LLC, a/k/a John A. Yates, a married man dealing in his sole and separate property, a New Mexico corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



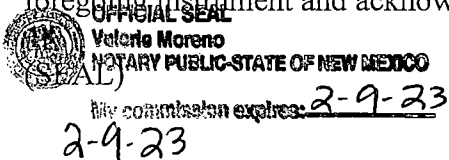
Valerie Moreno
Notary Public

STATE OF NEW MEXICO)

) ss.

COUNTY OF EDDY)

On this 16 day of September, 2019, before me, a Notary Public for the State of New Mexico, personally appeared Jim Ball, known to me to be the Attorney-in-Fact of Vladin, LLC, a corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.



Valerie Moreno
Notary Public

ACKNOWLEDGEMENT(S)

STATE OF TEXAS

SS.

COUNTY OF MIDLAND

On this ____ day of _____, 2019, 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, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires _____

Notary Public

STATE OF _____)

) ss.

COUNTY OF _____)

On this ____ day of _____, 2019, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of Vladin, LLC, a _____ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires _____

Notary Public

STATE OF Texas)

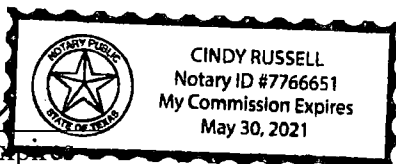
) ss.

COUNTY OF Harris)

On this 4 day of September, 2019, before me, a Notary Public for the State of Texas, personally appeared Benjamin Kinney, known to me to be the V.P. of Roden Participants Ltd., a Texas corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires 5/30/21

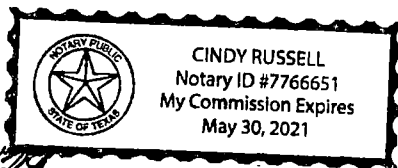


Cindy Russell
Notary Public

STATE OF Texas)
COUNTY OF Harris) ss.

On this 4 day of September, 2019, before me, a Notary Public for the State of Texas, personally appeared Benjamin Kinney, known to me to be the V.P. of Roden Associates Ltd., a Texas corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



5/30/21
My Commission Expires

Cindy Russell
Notary Public

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

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

**OPERATOR/WORKING INTEREST
OWNER/RECORD TITLE OWNER**

EOG Resources, Inc.

Date

By: _____
Name: Wendy Dalton
Title: Agent & Attorney-In-Fact

WORKING INTEREST OWNER

Vladin, LLC

Date

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNER

Tumbler Operating Partners, LLC

5/13/2020
Date

By: TAD
Name: Trent DeHoyos
Title: VP Land

ACKNOWLEDGEMENT(S)

STATE OF TEXAS

ss.

COUNTY OF MIDLAND

On this ____ day of _____, 2019, 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, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)

) ss.

COUNTY OF _____)

On this ____ day of _____, 2019, before me, a Notary Public for the State of _____, personally appeared _____, known to me to be the _____ of Vladin, LLC, a _____ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public

STATE OF Texas _____)

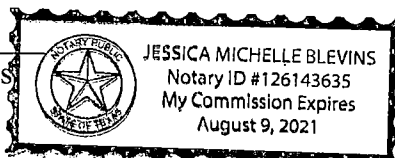
) ss.

COUNTY OF Tarrant _____)

On this 13th day of May, 2020, before me, a Notary Public for the State of Texas, personally appeared Trent Dehayos, known to me to be the Vice President of Land of Tumbler Operating Partners, LLC, a limited liability corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

8-9-2021
My Commission Expires



Jessica Blevis
Notary Public

To Communitization Agreement dated July 1st, 2018 embracing the W2W2 Section 28 and 33, T24S, R34E, N.M.P.M., Lea County, New Mexico

Stonewall 28 Fed Com #301H

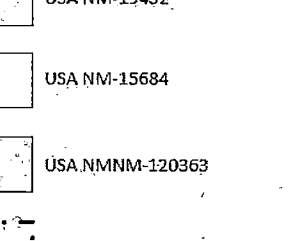
- 
- USA NM-19452
- USA NM-15684
- USA NMNM-120363
- Communitized Area for W2W2-28, 33
- USA NM-15684
- USA NM-19452
- USA NM-15684
- USA NM-15684

EXHIBIT B

To Communitization Agreement dated July 1st, 2018 embracing the W2W2 Section 28
and 33, T24S, R34E, N.M.P.M., Lea County, New Mexico

Operator of Communitized Area: EOG Resources, Inc.

TRACT NO. 1

Lease Serial No.: USA NM-19452
Lease Date: November 1st, 1973
Lease Term: 10 Years
Lessor: United States Department of the Interior Bureau of Land
Management
Original Lessee: Orland K. Unruh
Present Lessee: EOG Resources, Inc.
Description of Lands Committed: Insofar and only insofar as said lease covers
W2NW4 Section 28, T24S-R34E, N.M.P.M. Lea County, NM
Number of Acres: 80
Royalty Rate: 12.5%
Name and Percent WI Owners: EOG Resources, Inc. 94%
Tumbler Operating Partners, LLC 6%

TRACT NO. 2

Lease Serial No.: USA NM-15684
Lease Date: July 1st, 1972
Lease Term: 10 Years
Lessor: United States Department of the Interior Bureau of Land
Management
Original Lessee: John A. Yates
Present Lessee: Vladin, LLC
Description of Lands Committed: Insofar and only insofar as said lease covers
W2SW4 Section 28, T24S-R34E, N.M.P.M. Lea County, NM
Number of Acres: 80
Royalty Rate: 12.5%
Name and Percent WI Owners: EOG Resources, Inc. 67.5%
Vladin, LLC 25%
Tumbler Operating Partners, LLC 7.5%

TRACT NO. 3

Lease Serial No.: USA NMNM-120363
Lease Date: August 1st, 2008
Lease Term: 10 Years
Lessor: United States Department of the Interior Bureau of Land
Management
Original Lessee: Crown Oil Partners III LP
Present Lessee: EOG Resources, Inc.
Description of Lands Committed: Insofar and only insofar as said lease covers
W2W2 Section 33, T24S-R34E, N.M.P.M. Lea County, NM
Number of Acres: 160
Royalty Rate: 12.5%
Name and Percent WI Owners: EOG Resources, Inc. 100%

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	80	25%
Tract No.2	80	25%
Tract No.3	160	50%
Total	320	100%