

Prepared By:
Warren Ludlow- Sr. Counsel
XTO Energy Inc.

Return To:
XTO Energy Inc.
Attn: Brady Scarborough
810 Houston Street- TLB16
Fort Worth, TX 76102

LINCOLN COUNTY, NV	2018-154718
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XTO ENERGY INC.	
OFFICIAL RECORD	
LESLIE BOUCHER, RECORDER	

ASSIGNMENT AND BILL OF SALE

STATE OF NEVADA

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COUNTY OF LINCOLN

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This Assignment and Bill of Sale (this "*Assignment*") is from **EXXON MOBIL CORPORATION**, a New Jersey corporation, **MOBIL PRODUCING TEXAS & NEW MEXICO INC.**, a Delaware corporation, **MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC.**, a Nevada corporation, **MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC.**, a Delaware corporation, **EXXONMOBIL OIL CORPORATION**, a New York corporation, **MOBIL ROCKY MOUNTAIN INC.**, a Delaware corporation and **MOBIL E&P U.S. DEVELOPMENT CORPORATION**, a Delaware corporation (collectively "*Assignor*"), each with an address of c/o XTO Energy Inc., 810 Houston Street, Fort Worth, Texas 76102, to **XTO ENERGY INC.**, a Delaware corporation ("*Assignee*"), whose address is 810 Houston Street, Fort Worth, Texas 76102, and is effective as of 12:00:01 a.m., local time where the Assets are located, on April 2, 2018 (the "*Effective Time*").

ARTICLE 1 ASSIGNMENT OF ASSETS

Section 1.1 Assignment. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, SETS OVER, and DELIVERS unto Assignee, all of Assignor's right, title and interest in and to the assets described in Sections 1.1(A) through (H) below, less and except the Excluded Assets (collectively the "*Assets*"):

A. The oil and gas leases, subleases and other leaseholds owned by Assignor in Lincoln County, Nevada, including but not limited to those described in Exhibit A, together with any and all other right, title and interest of Assignor in and to the leasehold estates created thereby subject to the terms, conditions and obligations set forth in such leases, subleases or leaseholds, and the lands covered by such leases, subleases or leaseholds or included in units with which such leases, subleases or leaseholds may have been pooled or unitized (the "**Lands**"), and all other interests of Assignor of any kind and character in such leases, subleases or leaseholds, including all carried interests, reversionary interests, net profits interests, royalty interests, forced pooled interests, overriding royalty interests, production payments and contractual interests, and all mineral and fee interests and other property and interests related to the Lands (the "**Mineral Interests**") (the above items collectively, including the Mineral Interests and the Lands, the "**Leases**");

B. The producing wells located on any of the Leases or on any other lease with which any Lease has been pooled or unitized, together with any and all other oil and gas wells, saltwater disposal wells, injection wells and any other wells attributable to the Leases or the Units (as defined below), whether or not described on Exhibit B (such interest in such wells, including but not limited to the wells set forth on Exhibit B, the "**Wells**"), and in all hydrocarbons produced therefrom or allocated thereto;

C. All rights and interests in, under, or derived from all unitization and pooling agreements in effect with respect to any of the Leases or Wells and the units created thereby (each, a "**Unit**");

D. All lease and surface equipment, machinery, fixtures, and other real, personal, moveable and mixed property, operational and nonoperational, known or unknown, located on any of the Leases, Wells, Units or Rights-of-Way (or located elsewhere if purchased for or charged to the account for any of the Assets), including flowlines, pipelines and appurtenant thereto used or held for use in connection with the operation or production of the Leases, Wells or Units (the "**Personal Property**");

E. To the extent they may be assigned, all permits, surface leases, servitudes, easements, rights-of-way and other surface use agreements to the extent used in connection with the ownership or operation of any of the Leases, Wells, Units or Personal Property (the "**Rights-of-Way**");

F. To the extent they may be assigned, all contracts, agreements, understandings or other instruments to which Assignor is a party or is bound (the "**Contracts**") to the extent such Contracts pertain to any of the Leases, Wells, Personal Property or Rights of Way, including but not limited to all operating agreements, pooling and unitization agreements, declarations of pooling or unitization,

communitization agreements, pooling orders, farmout and farmin agreements, exploration agreements, area of mutual interest agreements, participation agreements, oil sales contracts, gas sales, gas processing, gas gathering, and transportation agreements and other similar instruments and agreements, but exclusive of any master service agreements (the “*Existing Contracts*”);

G. All gas and pipeline imbalances relating to the Assets (the “*Imbalances*”); and

H. Originals of all files, records and data exclusively relating to the Assets to the extent such files, records and data are in Assignor’s or its affiliates’ possession or control, including all: (a) well data, logs and engineering records, (b) land and title records (including abstracts of title, title opinions, title reports and title curative documents), (c) contract files, (d) correspondence, and (e) operations and production records and copies of the foregoing to the extent such records relate to properties other than the Assets.

EXCEPTING AND RESERVING to Assignor, however, all Excluded Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject, however, to all the terms and conditions of this Assignment. Assignor hereby agrees to warrant and defend title to the Assets unto Assignee, to the extent of Assignor’s interest, against the claims of any person or entity arising by, through, or under Assignor, but not otherwise, subject, however, to any matters of record in the applicable counties or applicable state records, in each case, where the Assets are located, prior to the date of this Assignment. Additionally, to the extent transferable, Assignor hereby assigns to Assignee, its successors and assigns, full power and right of substitution and subrogation in and to all covenants and warranties (including warranties of title) by owners in Assignor’s chain of title, vendors, or others, given or made with respect to the Assets or any part thereof prior to the Effective Time. This Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee, and their respective successors and permitted assigns.

Section 1.2 Excluded Assets. “*Excluded Assets*” shall mean, for each Assignor: (a) all of such Assignor’s corporate minute books, financial records and other business records that relate to such Assignor’s business generally; (b) any taxes attributable to the Assets for all time periods prior to the Effective Time; (c) all documents and instruments of such Assignor that may be protected by an attorney-client or other privilege; (d) all data that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties; and (e) all audit rights arising under

any of the Existing Contracts or otherwise with respect to any of the Assets for all time periods prior to the Effective Time.

ARTICLE 2 DISCLAIMERS

Section 2.1 Disclaimers

A. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE ABILITY TO PRODUCE HYDROCARBONS FROM THE ASSETS, AND (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS. ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY OF THE ASSETS, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

B. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS ASSIGNMENT, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE.

C. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2.1 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

ARTICLE 3 MISCELLANEOUS

Section 3.1 Assumed Obligations. From and after the Effective Time, Assignee assumes all applicable obligations of the Leases, the Rights-of-Way, and Existing Contracts. In addition, Assignee assumes all applicable obligations related to any Imbalances, whether such Imbalances arose before, at or after the Effective Time.

Section 3.2 Allocation of Expenses and Revenues. Following the execution and delivery of this Assignment by Assignor and Assignee, there shall be no further adjustments between Assignor and Assignee regarding any revenues from or attributable to the Assets, or any expenses from or attributable to the Assets, whether such revenues and expenses relate to periods of time before, at or after the Effective Time.

Section 3.3 Contribution Agreement. This Assignment is made pursuant to, and is subject to, that certain Contribution Agreement by and between Assignors and Assignee, dated as of the Effective Time.

Section 3.4 Further Assurances. Assignor and Assignee agree to execute and deliver to each other, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to effectively grant, convey and assign to Assignee the Assets.

Section 3.5 Separate Assignments. Where separate assignments of Assets have been, or will be, executed for filing with and approval by applicable governmental authorities, any such separate assignments (a) shall evidence this Assignment and the assignment of the applicable Assets herein made, and shall not constitute any additional Assignment or assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties set forth in this Assignment and are not intended to create and shall not create any representations, warranties or additional covenants of or by Assignor to Assignee, and (c) shall be deemed to contain all of the terms and provisions of this

Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 3.6 Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law rules that would require or permit the application of the laws of another state.

Section 3.7 Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 3.8 Titles and Captions. All Article or Section titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Except to the extent otherwise stated in this Assignment, references to "Articles" and "Sections" are to Articles and Sections of this Assignment, and references to "Exhibits" are to the Exhibits attached to this Assignment, which are made a part hereof and incorporated herein for all purposes.

Section 3.9 Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute for all purposes one agreement. Multiple counterparts of this Assignment may be recorded in the counties of the states where the Assets are located, but the inclusion of a description of any Asset in more than one counterpart of this Assignment shall not be construed as having effected any cumulative, multiple or overlapping interest in the applicable Asset. Any signature hereto delivered by a party by facsimile or other electronic transmission shall be deemed an original signature hereto.

Section 3.10 Assignee Address Change. Effective as of July 1, 2018, the Assignee's address will change to:




XTO Energy Inc.
Land Dept. Loc. 115
22777 Springwoods Village Parkway
Spring, Texas 77389

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment and Bill of Sale has been executed as of the date of the parties' acknowledgments below, and shall be effective for all purposes as of the Effective Time.

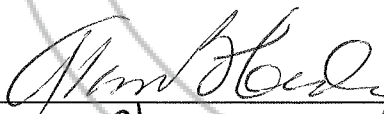


ASSIGNOR:

**EXXON MOBIL CORPORATION
MOBIL PRODUCING TEXAS & NEW MEXICO INC.
MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC.
MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC.
EXXONMOBIL OIL CORPORATION
MOBIL ROCKY MOUNTAIN INC.
MOBIL E&P U.S. DEVELOPMENT CORPORATION**
By XTO Energy Inc.
Its Agent and Attorney-in-Fact

By: 
Edwin S. Ryan, Jr. 
Sr. Vice President 

ASSIGNEE:

XTO ENERGY INC.

By: 
Alan G. Cody 
Vice President 

STATE OF TEXAS

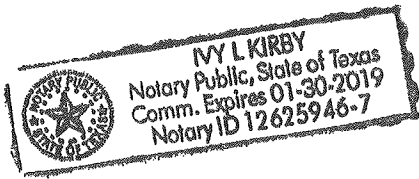
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COUNTY OF TARRANT

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The foregoing instrument was acknowledged before me on April 2, 2018, by Edwin S. Ryan, Jr., Sr. Vice President of XTO ENERGY INC., a Delaware corporation, as its Agent and Attorney-in-Fact for the entities listed as Assignors above, on behalf of such entities.



Ivy L Kirby

Notary Public in and for the State of Texas

STATE OF TEXAS

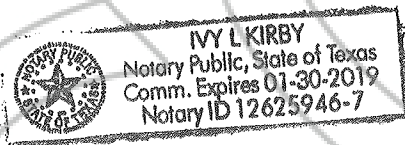
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COUNTY OF TARRANT

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The foregoing instrument was acknowledged before me on April 2, 2018, by Alan G. Cody, Vice President of XTO ENERGY INC., a Delaware corporation, on behalf of the corporation.



Ivy L Kirby

Notary Public in and for the State of Texas

EXHIBIT A

Attached to and made a part of that Certain Assignment and Bill of Sale effective April 2, 2018 by and between EXXON MOBIL CORPORATION, MOBIL PRODUCING TEXAS & NEW MEXICO INC., MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC., EXXONMOBIL OIL CORPORATION, MOBIL ROCKY MOUNTAIN INC., and MOBIL E&P U.S. DEVELOPMENT CORPORATION, as Assignor and XTO ENERGY INC, as Assignee

XTO Agmt No.	LESSOR	LESSEE	EFFECTIVE DATE	COUNTY	STATE	BOOK	PAGE	SEC	TWN	RGE	DESCRIPTION
0642376	RONALD G WILCOX	THE SUPERIOR OIL COMPANY	12/19/1962	LINCOLN	NV	M-1	40277	27 34 35	2N 2N 2N	67E 67E 67E	SE4 SE4 E2 SE4, NE4 E2 SW4, NW4 SW4, W2 NW4

EXHIBIT B

Attached to and made a part of that Certain Assignment and Bill of Sale effective April 2, 2018 by and between
EXXON MOBIL CORPORATION, MOBIL PRODUCING TEXAS & NEW MEXICO INC.,
MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC.,
MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC., EXXONMOBIL OIL CORPORATION,
MOBIL ROCKY MOUNTAIN INC., and MOBIL E&P U.S. DEVELOPMENT CORPORATION, as Assignor
and XTO ENERGY INC, as Assignee

WELL ID #	WELL NAME	COUNTY	ST	API
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None

