

COMMISSIONER

Stephanie Garcia Richard

State of New Mexico Commissioner of Public Lands

310 OLD SANTA FE TRAIL P.O. BOX 1148 SANTA FE, NEW MEXICO 87504-1148 **COMMISSIONER'S OFFICE**

Phone (505) 827-5760 Fax (505) 827-5766 www.nmstatelands.org

August 30th, 2022

Samuel Cox Marathon Oil Permian LLC 990 Town & Country Blvd Houston, TX 77024

Re:

Communitization Agreement Approval

Mammoth 1 TB Federal Com #010H

Vertical Extent: Bone Spring

Township: 25 South, Range 34 East, NMPM

Section 36: E2W2

Township: 26 South, Range 34 East, NMPM

Section 01: E2W2

Lea County, New Mexico

Dear Mr. Cox.

The Commissioner of Public Lands has this date approved the Mammoth 1 TB Federal Com #010H Communitization Agreement for the Bone Spring formation effective 05-01-2022. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

Baylen Lamkin

B. I amkin

Petroleum Specialist Supervisor

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Marathon Oil Permian LLC
Mammoth 1 TB Federal Com #010H
Bone Spring
Township: 25 South, Range: 34 East, NMPM
Section 36: E2W2
Township: 26 South, Range: 34 East, NMPM
Section 01: E2W2

Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **May 1, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 30th day of August, 2022.

COMPLISSIONER OF PUBLIC LANDS

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Marathon Oil Permian LLC
Mammoth 1 TB Federal Com #010H
Bone Spring
Township: 25 South, Range: 34 East, NMPM
Section 36: E2W2
Township: 26 South, Range: 34 East, NMPM
Section 01: E2W2

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COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Marathon Oil Permian LLC
Mammoth 1 TB Federal Com #010H
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Township: 25 South, Range: 34 East, NMPM
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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 30th day of August, 2022.

COMMISSIONER OF PUBLIC LAND

NM State Land Office Oil, Gas, & Minerals Division

STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 25 _ 46128

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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, 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 the 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:

	eement (hereinafter referred to as "communitized area") are descri	bed as follows:
Subdivisions E2W2 of (Se	ec 36 T25S R34E) & E2W2	
Sect(s) 01 , T 26S, R	34E , _{NMPM} Lea	County, NM
containing 320	acres, more or less, and this agreement shall include only the	he a
Bone Springs		Formation
or pool, underlying said land	s and the natural gas and associated liquid hydroc	
(hereinafter referred to as "co	ommunitized substances") producible from such formation.	7 AM
ONLINE version	State/Fed/Fee	AM 10: 0

June 2022

Released to Imaging: 10/12/2022 4:15:40 AM

- 2. Attached hereto, and made a part of this agreement for all purposes, is 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 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 leasehold bears to the entire acreage interest committed to this agreement.
- 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 is such failure results from, compliance with any such laws, orders, rules or regulations.
- The date of this agreement is May 10. and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, 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 sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 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 interest 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 lands shall be subject to approval by the

ONLINE version June 2022 State/Fed/Fee

Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The 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. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of 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 written and have set opposite their respective names the date of execution.

Operator MARATHON OIL PERMIAN LLC	Lessees of Record_
_{By} GLEN J. HODGE	
Print name of person ATTORNEY-IN-FACT	
Type of authority	

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

2022 AUG 17 AM 10: 01

ONLINE version June 2022 State/Fed/Fee

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

MARATHON OIL PERMIAN LLC

DATE: 8/15/2022	(Operator and Working Interest Owner) By: Glen J. Hodge, Attorney-in-Fact
DATE:	EOG RESOURCES, INC. (Lessee of Record and Working Interest Owner) By:
DATE: 4-21-2022	Estate of Fred Luthy (Lessee of Record) By:
	OXY USA Inc. (Working Interest Owner)
DATE:	By:

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

State of		
	SS)	
This instrument was acknowledged before me	e on	_
	DATE	
Ву		
Name(s) of Person(s)		
(Seal)		Signature of Notarial Officer
		My commission expires:
Acknowle	edgment in a Representati	ve Capacity
State of TEXAS		
County of HARRIS	SS)	
This instrument was acknowledged before me		
~	DATE	_
By Glen J. Hodge		
Name(s) of Person(s)		
as Attorney-In-Fact	of Marathon Oil	Permian LLC
Type of authority, e.g., officer, trustee, etc	Name of party on b	pehalf of whom instrument was executed
		17 D
		1010
(Seal)		Signature of Notarial Officer
Notary Pub Commission	EY DUVALL lic, State of Texas Expires 07-25-2023	My commission expires:

2022 AUG 17 AM 10: 01

Acknowledgment in an Individual Capacity

State of)	
County of		
This instrument was acknowledged b	pefore me on	_
	DATE	
Ву		
Name(s) of Person(s)		
(Seal)		Signature of Notarial Officer
		My commission expires:
A	Acknowledgment in a Representat	ive Capacity
State of OKLAHOMA)	
State of OKLAHOMA County of TULSA)SS)	
This instrument was acknowledged b		
and the second of the second o	DATE	
By Melissa A Rickman		
Name(s) of Person(s)		
as Vice President, Bank of A	merica of Executor for the	Esate of Fred Luthy
Type of authority, e.g., officer, trustee		pehalf of whom instrument was executed
JANICE K. SANDERS		Janes K Sinders
NOTARY PUBLIC Scall TATE OF OKLAHO MY COMMISSION EXPIRES MAY 01, 2	OMA OO35	Signature of Notarial Officer
MY COMMISSION EXPIRES MAY 01, 2 COMMISSION # 17004188	2023	Signature of Notarial Officer My commission expires: 5-101/2025

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

	MARATHON OIL PERMIAN LLC (Operator and Working Interest Owner)
DATE:	By: Glen J. Hodge, Attorney-in-Fact
DATE: <u>5/26/27</u>	EOG RESOURCES, INC. (Lessee of Record and Working Interest Owner) By:
	Estate of Fred Luthy (Lessee of Record)
DATE:	By:

[Acknowledgments are on following page.]

2022 AUG 17 AM 10: 01

Acknowledgment in an Individual Capacity

State of)	
County of	
This instrument was acknowledged before me on	
DATE	
Ву	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgment in a Rep	presentative Capacity
State of CXAS	
County of Milland)ss)	
This instrument was acknowledged before me on	DATE DATE
By Matthew W. Smith	
as Up Name(s) of Person(s) as Up Name(s) of Person(s) of FOG	Resources Inc
Type of authority, e.g., officer trustee, etc Name of 1	party on behalf of whom instrument was executed
	Signature of Notatial Officer
(Seal)	My commission expires: 0-17-2023
TRACY JORDAN Notary Public, State of Texas Comm. Expires 10-17-2023 Notary ID 132215654	,

CULL AUG 17 AM 10: 01

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

MARATHON OIL PERMIAN LLC

	(Operator and Working Interest Owner)
DATE:	By: Glen J. Hodge, Attorney-in-Fact
	EOG RESOURCES, INC. (Lessee of Record and Working Interest Owner)
DATE:	By:
	Estate of Fred Luthy (Lessee of Record)
DATE:	Ву:
	OXY USA Inc. (Working Interest Owner)
DATE: 7-13-2022	By: MC

[Acknowledgments are on following page.]

LULL AUG 17 AM In: n

Acknowledgment in an Individual Capacity

State of)		
County of) ^{SS)}	
This instrument was acknowledged before r	ne on	
	DATE	
Ву		
Name(s) of Person(s)		
(Seal)		Signature of Notarial Officer
		My commission expires:
Aulouse	-l-l	C
	wledgment in a Representativ	е Сарасну
State of EXAS	_)	
County of HATRIS	_)\$\$)	
This instrument was acknowledged before n	ne on July 13, 2022	_
By James Larines		
Name(s) of Person(s)		
as Attorney In-Fact	of DXY DOA INC.	a Delaware corporation.
Type of authority, e.g., officer, trustee, etc		nalf of whom instrument was executed
DELEENA D. LANG Notary Public, State of Texas Comm. Expires 02-18-2026 Notary ID 128179978		Signature of Notarial Officer
with many in		My commission expires: 00 18 2006

EXHIBIT A

To Communitization Agreement dated

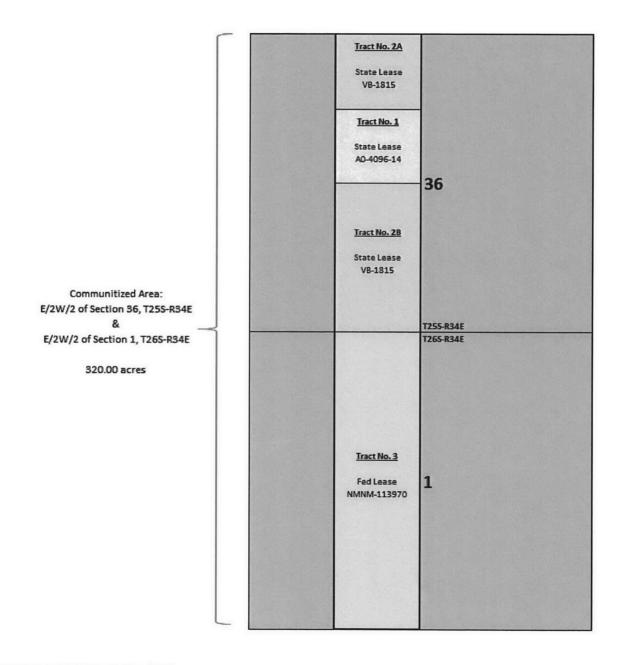
May 1, 2022

Plat of communitized area covering the:

E/2W/2 of Section 36 T25S, R34E, and E/2W/2 of Section 1 T26S, R34E, NMPM, Lea County, NM.

Mammoth 1 TB Federal Com #10H:

30-025-46128



Mammoth 1 TB Federal Com #10H State/Fed Communinitization Agreement E/2W/2 Bone Springs

EXHIBIT B

To Communitization Agreement dated May 1, 2022 embracing:

Township 26 South, Range 34 East, N.M.P.M.:

Section 1: E/2W/2 Lea County, New Mexico;

Township 25 South, Range 34 East, N.M.P.M.:

Section 36: E/2W/2 Lea County, New Mexico

Operator of Communitized Area: Marathon Oil Permian LLC

DESCRIPTION OF LEASES COMMITTED:

Tract No. 1

Lease Serial No.:

A0-0496-0014

Lease Date:
April 21, 1931

Lease Term:
10 years

Lessor: State of New Mexico

Original Lessee: Fred Luthy

Present Lessee: Estate of Fred Luthy - 100.00%

Description of Land Committed: Township 25 South, Range 34 East, N.M.P.M.

Section 36: SE/4NW/4 Lea County, New Mexico

Number of Acres: 40.00 Royalty Rate: 12.50%

Cyrene L. Inman, Trustee of the

Franklin Mountain

DESCRIPTION OF LEASES COMMITTED (continued):

Tract No. 2A

Lease Serial No.:

Lease Date:

Lease Term:

Lessor:

Original Lessee:

Present Lessee:

Description of Land Committed:

Number of Acres:

Royalty Rate:

Name of Working Interest Owners:

Name and Percent of ORRI Owners:

VB-1815

March 1, 2010

5 years

State of New Mexico Daniel E. Gonzales

EOG Resources, Inc. - 100.00%

Township 25 South, Range 34 East, N.M.P.M.

Section 36: NE/4NW/4

Lea County, New Mexico 40.00

18.75%

EOG Resources, Inc......100.00%

NONE

Tract No. 2B

Lease Serial No.:

Lease Date:

Lease Term:

Lessor:

Original Lessee:

Present Lessee:

Description of Land Committed:

Number of Acres:

Royalty Rate:

Name of Working Interest Owners: Name and Percent of ORRI Owners: VB-1815

March 1, 2010

5 years

State of New Mexico Daniel E. Gonzales

EOG Resources, Inc. - 100.00%

Township 25 South, Range 34 East, N.M.P.M.

Section 36: E/2SW/4 Lea County, New Mexico 80.00

18.75%

NONE

Mammoth 1 TB Federal Com #10H State/Fed Communinitization Agreement E/2W/2 Bone Springs

DESCRIPTION OF LEASES COMMITTED (continued):

Tract No. 3

Lease Serial No.:

NMNM-113970
Lease Date:
June 1, 2005
Lease Term:
10 years

Lessor: The United States of America Original Lessee: J Bar Cane Inc.

Present Lessee:

Oxy USA Inc.

Description of Land Committed: Township 26 South, Range 34 East, N.M.P.M.

Section 1: E/2W/2

Lea County, New Mexico

Number of Acres: 160.00 Royalty Rate: 12.50%

Name of Working Interest Owners:

Name and Percent of ORRI Owners:

Marathon Oil Permian LLC	100.000000%
OXY USA Inc	7.500000%
CEP Minerals LLC	0.700000%
Post Oak Crown IV, LLC	0.035860%
Post Oak Crown IV-B, LLC	
Wells Fargo Central Pacific Holdings	0.095215%
Crown Oil Partners, LP	0.203429%
Crown Oil Partners IV Management, LP	
Collins & Jones Investments, LLC	0.027271%
LMC Energy	0.004546%
Gerard G. Vavrek	0.004895%
Jesse A. Faught, Jr	0.003314%
H. Jason Wacker	0.003138%
David M. Cromwell	0.003137%
Crown Ventures III, LLC	
Crown Oil Partners IV	
Employee Holdings, LLC	0.008764%
Zunis Energy, LLC	0.510000%
James F. Adelson, Trustee of the	
James F. Adelson Revocable Trust	0.090000%

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	40.00	12.50%
Tract No. 2A	40.00	12.50%
Tract No. 2B	80.00	25.00%
Tract No. 3	160.00	50.00%
Totals	320.00	100.00%

Commissioner of State Lands
Stephanie Garcia Richard
310 OLD SANTA FE TRAIL, P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

RECEIVED

OCT 0 4 2022

Land Department Houston TX

Samuel Cox Marathon Oil Permian LL 990 Town + Country Blvd Houston, TX 77024



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico Commissioner of Public Lands

310 OLD SANTA FE TRAIL P.O. BOX 1148 SANTA FE, NEW MEXICO 87504-1148 COMMISSIONER'S OFFICE

Phone (505) 827-5760 Fax (505) 827-5766 www.nmstatelands.org

August 30th, 2022

Samuel Cox Marathon Oil Permian LLC 990 Town & Country Blvd Houston, TX 77024

Re:

Communitization Agreement Approval

Mammoth 1 WA Federal Com #002H

Vertical Extent: Wolfcamp

Township: 25 South, Range 34 East, NMPM

Section 36: W2

Township: 26 South, Range 34 East, NMPM

Section 01: W2

Lea County, New Mexico

Dear Mr. Cox,

The Commissioner of Public Lands has this date approved the Mammoth 1 WA Federal Com #002H Communitization Agreement for the Wolfcamp formation effective 05-01-2022. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Baylen Lamkin at (505) 827-6628.

Sincerely,

Baylen Lamkin

B. Lamkin

Petroleum Specialist Supervisor

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

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Wolfcamp
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Section 01: W2

Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated May 1, 2022, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 30th day of August, 2022.

tyw C- K/COMPIISSIONER OF PUBLIC LANDS

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Marathon Oil Permian LLC
Mammoth 1 WA Federal Com #002H
Wolfcamp
Township: 25 South, Range: 34 East, NMPM
Section 36: W2
Township: 26 South, Range: 34 East, NMPM
Section 01: W2

Lea County, New Mexico

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Marathon Oil Permian LLC
Mammoth 1 WA Federal Com #002H
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Township: 25 South, Range: 34 East, NMPM
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Township: 26 South, Range: 34 East, NMPM Section 01: W2

Lea County, New Mexico

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 30th day of August, 2022.

COMMISSIONER OF PUBLIC LANDS

Tymu Cok

NM State Land Office Oil, Gas, & Minerals Division

STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 25 _ 46130 30-025-46133

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 portions 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 Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such 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 land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, 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 the 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 agreeme Subdivisions W2 of (Sec 36	ent (hereinafter referred to as "communitized area") are descri T25S R34E) & W2	bed as follows	:
Sect(s) 01 , T 26S , R 34		County, NN	_, Л
containing 640 acr	res, more or less, and this agreement shall include only t	_ •	2
or pool, underlying said lands an	natural gas and associated liquid hydrod		-
(hereinafter referred to as "comm	nunitized substances") producible from such formation.	17 814	
ONLINE	State/Fed/Fee	0.	1

ONLINE version June 2022

- 2. Attached hereto, and made a part of this agreement for all purposes, is 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 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 three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, 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 and the State of New Mexico, 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 leasehold bears to the entire acreage interest committed to this agreement.
- 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.

ONLINE version June 2022

- 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 is such failure results from, compliance with any such laws, orders, rules or regulations.
- The date of this agreement is May _____Month _____Day, _____Year, 10. and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-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; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, 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 sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 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 interest 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 lands shall be subject to approval by the

ONLINE version June 2022 State/Fed/Fee

- Secretary of the Interior, and as to State of New Mexico lands shall be subject to approval by the Commissioner.
- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The 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. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of 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 written and have set opposite their respective names the date of execution.

Operator MARATHON OIL PERMIAN LLC Lessees of Record	
By GLEN J. HODGE	
Print name of person ATTORNEY-IN-FACT	3
Type of authority	
	202
Attach additional page(s) if need	2 022 AUG
	7
[Acknowledgments are on following	g page.]
	ö
	C/T

ONLINE version June 2022 **IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written and have set opposite their respective names the date of execution.

DATE: 8/15/2022	MARATHON OIL PERMIAN LLC (Operator and Working Interest Owner) By: Glen J. Hodge, Attorney-in-Fact
DATE: 5/26/22	EOG RESOURCES, INC. (Lessee of Record and Working Interest Owner) By:
	Estate of Fred Luthy (Lessee of Record)
DATE:	Ву:

[Acknowledgments are on following page.]

2022 AUG 17 AM 9: 55

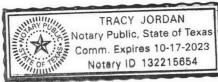
	Acknow	ledgment	in an	Individual	Capacit
--	--------	----------	-------	------------	---------

State of	
County of	
This instrument was acknowledged before me on	
DATE	
Ву	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgment in a Repres	entative Canacity
10/10	
State of (x,y) (x,y) (x,y) (x,y) (x,y) (x,y) (x,y) (x,y)	
8/15/0	7877
This instrument was acknowledged before me on	
DATE	E
By 61en J. Modge	
Name(s) of Person(s) as Afformy-i'n-Fact of Morall Type of outhority as a officer trustee etc.	on Oil Permon, LCC
Type of authority, e.g., officer, trustee, etc Name of part	ty on behalf of whom instrument was executed
	RP
(Seal)	Signature of Notarial Officer
	My commission expires:
FARLEY DUVALL Notary Public, State of Texas Commission Expires 07-25-2023 Notary ID 13210347-2	

ZUZZ AUG 17 AM 9: 55

Acknowledgment in an Individual Capacity

State of)	
County of) ^{SS)}	
This instrument was acknowledged be	fore me on	
	DATE	
Ву		
Name(s) of Person(s)		
(Seal)		Signature of Notarial Officer
		My commission expires:
A	cknowledgment in a Rep	presentative Capacity
State of Lexay)	
County of Molard)SS)	
This instrument was acknowledged be	fore me on	
	I	DATE
By Matthew W Snit	h	
as Mame(s) of Person(s)	att of £167	Reserves Inc
Type of authority, e.g., officer, trustee,	etc Name of p	party on behalf of whom instrument was executed
		May fore
(Seal)		Signature of Notarial Officer
		My commission expires: 0-17-2023



2022 AUG 17 AM 9: 55

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

	MARATHON OIL PERMIAN LLC (Operator and Working Interest Owner)
DATE:	By: Glen J. Hodge, Attorney-in-Fact
	EOG RESOURCES, INC. (Lessee of Record and Working Interest Owner)
DATE:	By:
DATE: 6-21-2022	Estate of Fred Luthy (Lessee of Record) By:
	OXY USA Inc. (Working Interest Owner)
DATE:	By:

[Acknowledgments are on following page.]

2022 AUG 17 AM 9: 55

Acknowledgment in an Ind	lividual	Capacity
--------------------------	----------	----------

State of)	
County of) SS)	
This instrument was acknowledged before me on	
DATE	
Ву	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgment in a Represent	tative Capacity
State of OKLAHOMA	
County of TULSA	
This instrument was acknowledged before me on 6/21/2022	
DATE	
By Melissa A Rickman	
$\frac{\text{Name(s) of Person(s)}}{\text{as}} \underbrace{\text{Vice President, Bank of America}}_{of Executor for the second sec$	ne Estate of Fred Luthy
Type of authority, e.g., officer, trustee, etc Name of party o	
JANICE K. SANDERS NOTARY PUBLIC - STATE OF OKLAHOMA MY COMMISSION EXPIRES MAY 01, 2025	My commission expires: 5/01/2025

2022 AUG 17 AM 9: 55

COMMISSION # 17004188

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

	MARATHON OIL PERMIAN LLC (Operator and Working Interest Owner)
DATE:	By: Glen J. Hodge, Attorney-in-Fact
	EOG RESOURCES, INC. (Lessee of Record and Working Interest Owner)
DATE:	By:
	Estate of Fred Luthy (Lessee of Record)
DATE:	Ву:
DATE: 7-13-2028	
	[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

State of)	
County of) SS)	
This instrument was acknowledged before me on _	
	DATE
Ву	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledge	nent in a Representative Capacity
State of TEXAS	
County of HATTY ()SS)	
This instrument was acknowledged before me on _	JULY 13,2022
By Janus Laning Name(s) of Person(s)	
as Attorney In Fact o	F DXYLXA INC., a relavate corporation.
Type of authority, e.g., officer, trustee, etc	Name of party on behalf of whom instrument was executed
DELEENA D. LANG Notary Public, State of Texas Comm. Expires 02-18-2026 Notary ID 128179978	Signature of Notarial Officer
	My commission expires: 62/18/2026

EXHIBIT A

To Communitization Agreement dated

May 1, 2022

Plat of communitized area covering the:

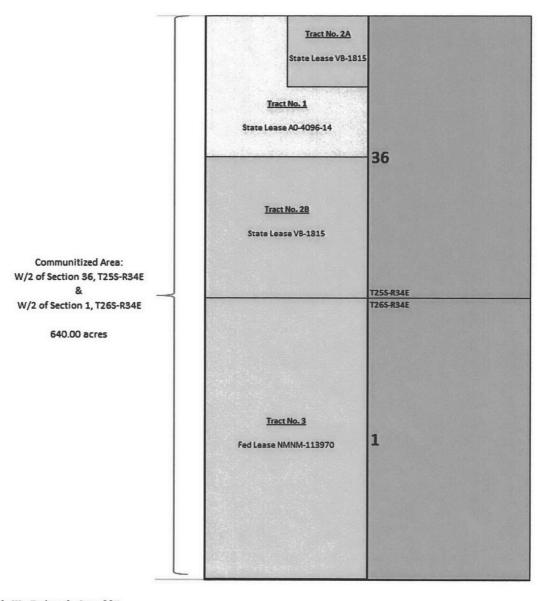
W/2 of Section 36 T25S, R34E, and W/2 of Section 1 T26S, R34E, NMPM, Lea County, NM.

Mammoth 1 WA Federal Com #2H:

30-025-46130

Mammoth 1 WA Federal Com #7H:

30-025-46133



Mammoth 1 WA Federal Com #2H Mammoth 1 WA Federal Com #7H State/Fed Communinitization Agreement W/2 Wolfcamp

EXHIBIT B

To Communitization Agreement dated May 1, 2022 embracing:

Township 26 South, Range 34 East, N.M.P.M.:

Section 1: W/2

Lea County, New Mexico;

Township 25 South, Range 34 East, N.M.P.M.:

Section 36: W/2

Lea County, New Mexico

Operator of Communitized Area: Marathon Oil Permian LLC

DESCRIPTION OF LEASES COMMITTED:

Tract No. 1

Lease Serial No.:

A0-0496-0014

Lease Date:

April 21, 1931

Lease Term:

10 years

Lessor: State of New Mexico

Original Lessee: Fred Luthy

Present Lessee: Estate of Fred Luthy - 100.00%

Description of Land Committed: Township 25 South, Range 34 East, N.M.P.M.

Section 36: W/2NW/4 & SE/4NW/4

Lea County, New Mexico

Number of Acres: 120.00 Royalty Rate: 12.50%

Cyrene L. Inman, Trustee of the

Franklin Mountain

DESCRIPTION OF LEASES COMMITTED (continued):

Tract No. 2A

Lease Serial No.: VB-1815
Lease Date: March 1, 2010
Lease Term: 5 years

Lessor: State of New Mexico
Original Lessee: Daniel E. Gonzales

Present Lessee: EOG Resources, Inc. - 100.00%

Description of Land Committed: Township 25 South, Range 34 East, N.M.P.M.

Section 36: NE/4NW/4 Lea County, New Mexico

Number of Acres: 40.00 Royalty Rate: 18.75%

Name and Percent of ORRI Owners: NONE

Tract No. 2B

Lease Serial No.: VB-1815
Lease Date: March 1, 2010

Lease Term: 5 years

Lessor: State of New Mexico Original Lessee: Daniel E. Gonzales

Present Lessee: EOG Resources, Inc. - 100.00%

Description of Land Committed: <u>Township 25 South, Range 34 East, N.M.P.M.</u>

Section 36: SW/4

Lea County, New Mexico

Number of Acres: 160.00 Royalty Rate: 18.75%

Name and Percent of ORRI Owners: NONE

Mammoth 1 WA Federal Com #2H Mammoth 1 WA Federal Com #7H State/Fed Communinitization Agreement W/2 Wolfcamp

DESCRIPTION OF LEASES COMMITTED (continued):

Tract No. 3

Lease Serial No.:

Lease Date:

Lease Term:

NMNM-113970

June 1, 2005

10 years

Lessor: The United States of America

Original Lessee:

Present Lessee:

OXY USA Inc.

Description of Land Committed: <u>Township 26 South, Range 34 East, N.M.P.M.</u>

Section 1: W/2

Lea County, New Mexico

Number of Acres: 320.00 Royalty Rate: 12.50%

Name of Working Interest Owners: Name and Percent of ORRI Owners:

Marathon Oil Permian LLC	100.000000%
OXY USA Inc	
CEP Minerals LLC	0.700000%
Post Oak Crown IV, LLC	
Post Oak Crown IV-B, LLC	0.212533%
Wells Fargo Central Pacific Holdings	
Crown Oil Partners, LP	
Crown Oil Partners IV Management, LP	0.096606%
Collins & Jones Investments, LLC	0.027271%
LMC Energy	
Gerard G. Vavrek	
Jesse A. Faught, Jr	
H. Jason Wacker	
David M. Cromwell	0.003137%
Crown Ventures III, LLC	
Crown Oil Partners IV	
Employee Holdings, LLC	0.008764%
Zunis Energy, LLC	0.510000%
James F. Adelson, Trustee of the	
James F. Adelson Revocable Trust	0.090000%

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	120.00	18.75%
Tract No. 2A	40.00	6.25%
Tract No. 2B	160.00	25.00%
Tract No. 3	320.00	50.00%
Totals	640.00	100.00%

Commissioner of State Lands
Stephanie Garcia Richard
310 OLD SANTA FE TRAIL, P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

RECEIVED

OCT 0 6 2022

Land Department Houston TX

Samuel Cox Marathon Oil Permian 2 990 Town + Country Blvd Houston, TX 77024

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720

District II 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720

District III 1000 Rio Brazos Rd., Aztec, NM 87410 Phone:(505) 334-6178 Fax:(505) 334-6170

1220 S. St Francis Dr., Santa Fe, NM 87505 Phone:(505) 476-3470 Fax:(505) 476-3462

State of New Mexico Energy, Minerals and Natural Resources Oil Conservation Division 1220 S. St Francis Dr. **Santa Fe, NM 87505**

COMMENTS

Action 150283

COMMENTS

Operator:	OGRID:		
MARATHON OIL PERMIAN LLC	372098		
990 Town & Country Blvd.	Action Number:		
Houston, TX 77024	150283		
	Action Type:		
	[IM-SD] Admin Order Support Doc (ENG) (IM-AAO)		

COMMENTS

Created By	Comment	Comment Date
dmcclure	SLO CA approvals received via email from the Operator	10/12/2022

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720 District II

811 S. First St., Artesia, NM 88210 Phone:(575) 748-1283 Fax:(575) 748-9720 District III

1000 Rio Brazos Rd., Aztec, NM 87410 Phone:(505) 334-6178 Fax:(505) 334-6170

1220 S. St Francis Dr., Santa Fe, NM 87505 Phone:(505) 476-3470 Fax:(505) 476-3462

State of New Mexico Energy, Minerals and Natural Resources Oil Conservation Division 1220 S. St Francis Dr. **Santa Fe, NM 87505**

CONDITIONS

Action 150283

CONDITIONS

Operator:	OGRID:
MARATHON OIL PERMIAN LLC	372098
990 Town & Country Blvd. Houston, TX 77024	Action Number: 150283
	Action Type: [IM-SD] Admin Order Support Doc (ENG) (IM-AAO)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	None	10/12/2022