

District I  
1625 N. French Drive, Hobbs, NM 88240  
District II  
811 S. First St., Artesia, NM 88210  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
District IV  
1220 S. St Francis Dr, Santa Fe, NM  
87505

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

**OIL CONSERVATION DIVISION**  
1220 S. St Francis Drive  
Santa Fe, New Mexico 87505

Submit the original  
application to the Santa Fe  
office with one copy to the  
appropriate District Office.

**APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)**

OPERATOR NAME: MACK ENERGY CORPORATION

OPERATOR ADDRESS: PO BOX 960 ARTESIA, NM 88211-0960

APPLICATION TYPE:

☐ Pool Commingling ☒ Lease Commingling ☐ Pool and Lease Commingling ☐ Off-Lease Storage and Measurement (Only if not Surface Commingling)

LEASE TYPE: ☐ Fee ☐ State ☒ Federal

Is this an Amendment to existing Order? ☐ Yes ☒ No If "Yes", please include the appropriate Order No. \_\_\_\_\_  
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling  
☒ Yes ☐ No

**(A) POOL COMMINGLING**

Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes

- (2) Are any wells producing at top allowables? ☐ Yes ☐ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☐ Yes ☐ No.  
(4) Measurement type: ☐ Metering ☒ Other (Specify)  
(5) Will commingling decrease the value of production? ☐ Yes ☐ No If "yes", describe why commingling should be approved

**(B) LEASE COMMINGLING**

Please attach sheets with the following information

- (1) Pool Name and Code. Round Tank; San Andres 52770  
(2) Is all production from same source of supply? ☒ Yes ☐ No  
(3) Has all interest owners been notified by certified mail of the proposed commingling? ☒ Yes ☐ No  
(4) Measurement type: ☐ Metering ☒ Other (Specify) Periodic well test with allocation meters.

**(C) POOL and LEASE COMMINGLING**

Please attach sheets with the following information

- (1) Complete Sections A and E.

**(D) OFF-LEASE STORAGE and MEASUREMENT**

Please attached sheets with the following information

- (1) Is all production from same source of supply? ☐ Yes ☐ No  
(2) Include proof of notice to all interest owners.

**(E) ADDITIONAL INFORMATION (for all application types)**

Please attach sheets with the following information

- (1) A schematic diagram of facility, including legal location.  
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.  
(3) Lease Names, Lease and Well Numbers, and API Numbers.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE: Jerry W. Sherrell TITLE: REGULATORY SUPERVISOR DATE: 11/30/2022

TYPE OR PRINT NAME Jerry W. Sherrell TELEPHONE NO.: 575-748-1288

E-MAIL ADDRESS: jerrys@mec.com





P.O. Box 960  
Artesia, NM 88211-0960  
Office (575) 748-1288  
Fax (575) 746-9539

November 30, 2022

Oil Conservation Division  
Attn: Dean McClure  
1220 South St. Francis Drive  
Santa Fe, NM 87505

Dear Sir or Madam:

Mack Energy Corporation is requesting administrative approval from the NMOCD for approval for Lease Commingling. Mack Energy Corporation is requesting to produce our Kingston Federal Com 1H Sec. 18 T15S R29E at a CTB to be located at our Saskatoon Federal Com 1H Sec. 18 T15S R29E. All wells produce from the Round Tank; San Andres pool (52770).

This CTB request is for Oil only. Gas production is governed by CTB-887.

Allocation of production will be measured through well testing of individual wells. Wells will be tested once a month for a minimum 24 hours. The CTB is equipped with a test production train. Oil measured by tank gauging and gas measured using a Total Flow Meter. Water will be measured using a turbine meter.

This request is for all leases within this designated project area. Any future in-fill wells will be added using sundry notices and notification for only the wells added.

These leases have different working and override interest's ownership. All affected parties have been notified of this application by hand delivery or via certified mail.

Commingling will not decrease the value of production.

Should you have any questions please contact me @ 575-748-1288.

Sincerely,

A handwritten signature in blue ink that reads "Jerry W. Sherrell".

Jerry W. Sherrell  
Production Supervisor  
jerrys@mec.com

JWS/

Enclosures

CTB Well List

Current Producers

Saskatoon Federal Com 1H      30-005-64313 CA NMNM139454

Added Producers

Kingston Federal Com 1H      30-005-64372 CA Submitted

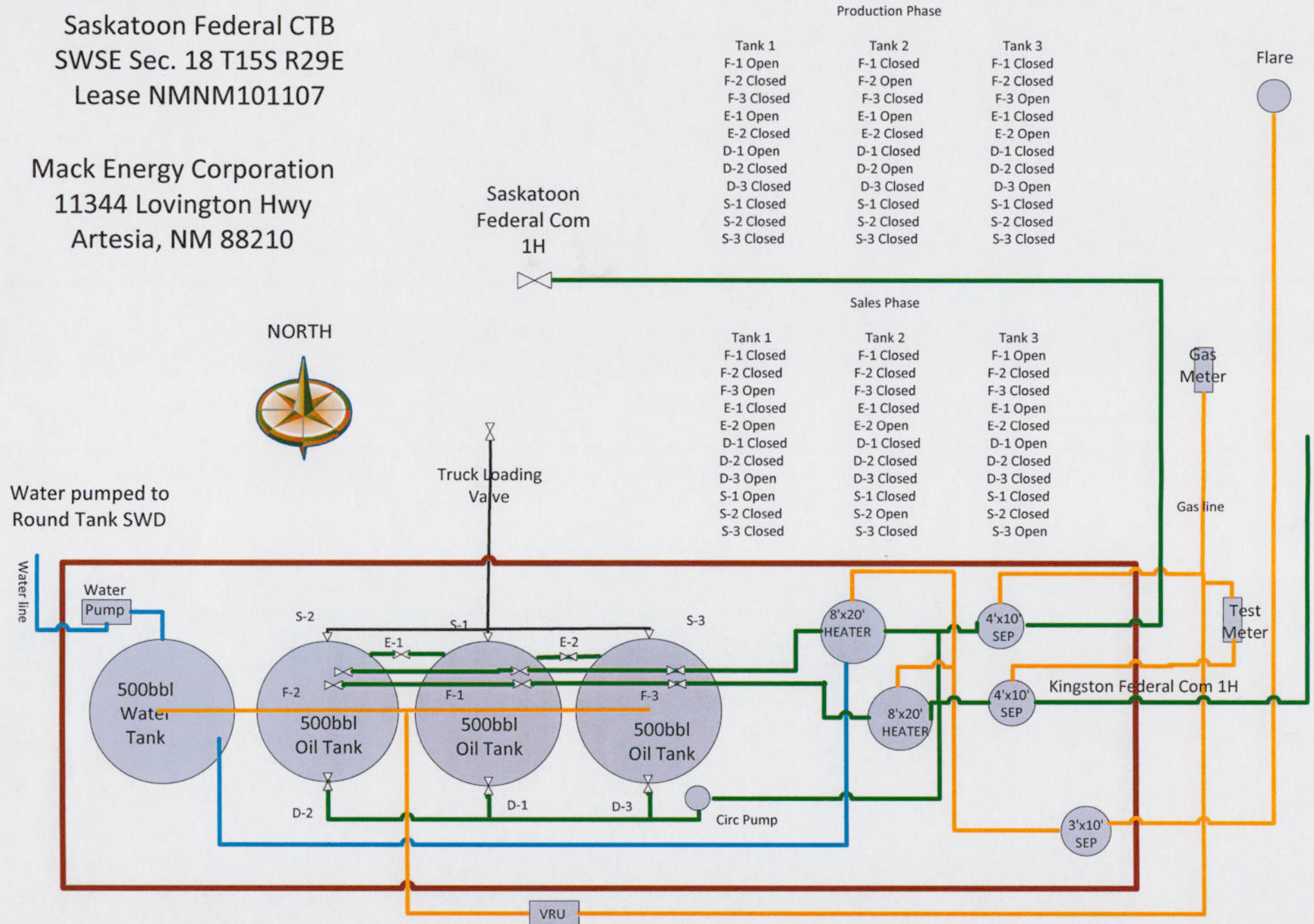






Saskatoon Federal CTB  
SWSE Sec. 18 T15S R29E  
Lease NMNM101107

Mack Energy Corporation  
11344 Lovington Hwy  
Artesia, NM 88210



<u>Affected Parties</u>	<u>Interest Type</u>	<u>Certified Mail Number</u>
Bureau of Land Management 2909 West 2nd Street Rowell, NM 88202-2909	RI	<u>7021 2720 0000 2140 9502</u>
Philp L. White PO Box 25968 Albuquerque, NM 87125	RI	<u>7021 2720 0000 2140 9519</u>
Austin M. White 275 South Fist Street, Apt 8L Brooklyn, NY 11211	RI	<u>7021 2720 0000 2140 9526</u>
Mack Energy Corporation P.O. Box 960 Artesia, NM 88211	WI	<u>HAND DELIVERED</u>
Chase Oil Corporation P.O. Box 1767 Artesia, NM 88211	WI	<u>HAND DELIVERED</u>
RDC Minerals LLC(Formerly Robert C. Chase) P.O. Box 297 Artesia, NM 88211	WI	<u>HAND DELIVERED</u>
Ventana Minerals LLC(Formerly Richard L. Chase) P.O. Box 359 Artesia, NM 88211	WI	<u>HAND DELIVERED</u>
DiaKan Minerals LLC(Formerly Gerene Dianne Chase Ferguson) P.O. Box 693 Artesia, NM 88211	WI	<u>HAND DELIVERED</u>
Sendero Energy LLC P.O. Box 556 Artesia, NM 88211	WI	<u>HAND DELIVERED</u>
M Squared Energy LLC P.O. Box 211 Artesia, NM 88211	WI	<u>HAND DELIVERED</u>
Katz Resources LLC P.O. Box 7015 Goodyear, AZ 85338	WI	<u>HAND DELIVERED</u>





P.O. Box 960  
Artesia, NM 88211-0960  
Office (575) 748-1288  
Fax (575) 746-9539

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**VIA CERTIFIED MAIL 7021 2720 0000 2140 9502**

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November 30, 2022

Bureau of Land Management  
620 East Greene Street  
Carlsbad, NM 88220

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Mack Energy Corporation is requesting administrative approval from the NMOCD for approval for Lease Commingling. Mack Energy Corporation is requesting to produce our Kingston Federal Com 1H Sec. 18 T15S R29E at a CTB to be located at our Saskatoon Federal Com 1H Sec. 18 T15S R29E. All wells produce from the Round Tank; San Andres pool (52770).

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These leases have different working and override interest's ownership. All affected parties have been notified of this application by hand delivery or via certified mail.

Commingling will not decrease the value of production.

Should you have any questions please contact me @ 575-748-1288.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jerry W. Sherrell".

Jerry W. Sherrell  
Production Supervisor  
jerrys@mec.com

JWS/

Enclosures

CTB Well List

Current Producers

Saskatoon Federal Com 1H

30-005-64313 CA NMNM139454

Added Producers

Kingston Federal Com 1H

30-005-64372 CA Submitted



District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
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Phone: (575) 748-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico  
Energy, Minerals & Natural Resources Department  
OIL CONSERVATION DIVISION  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

Form C-102  
Revised August 1, 2011  
Submit one copy to appropriate  
District Office

☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-005-64372</b>	<sup>2</sup> Pool Code <b>52770</b>	<sup>3</sup> Pool Name <b>Round Tank; San Andres</b>
<sup>4</sup> Property Code <b>333514</b>	<sup>5</sup> Property Name <b>KINGSTON FEDERAL COM</b>	<sup>6</sup> Well Number <b>1H</b>
<sup>7</sup> OGRID No. <b>13837</b>	<sup>8</sup> Operator Name <b>MACK ENERGY CORPORATION</b>	<sup>9</sup> Elevation <b>3764.6</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>I</b>	<b>18</b>	<b>15 S</b>	<b>29 E</b>		<b>2202</b>	<b>SOUTH</b>	<b>330</b>	<b>EAST</b>	<b>CHAVES</b>

<sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>19</b>	<b>15 S</b>	<b>29 E</b>		<b>1</b>	<b>SOUTH</b>	<b>330</b>	<b>EAST</b>	<b>CHAVES</b>

<sup>12</sup> Dedicated Acres <b>200</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p><sup>17</sup> OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><b>Deana Weaver</b> 1/25/22</p> <p>Signature _____ Date _____</p> <p><b>Deana Weaver</b></p> <p>Printed Name _____</p> <p><b>dweaver@mec.com</b></p> <p>E-mail Address _____</p>		<p><sup>18</sup> SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p><b>JANUARY 20, 2022</b></p> <p>Date of Survey _____</p> <p><b>WILLIAM F. JARAMILA</b></p> <p>Signature and Seal of Registered Surveyor: _____</p> <p>Certificate Number: <b>WILLIAM F. JARAMILA, PLS 12797</b></p> <p><b>PROFESSIONAL SURVEY NO. 9183A</b></p>	
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RECEIVED

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Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico  
Energy, Minerals & Natural Resources Department  
OIL CONSERVATION DIVISION  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

JAN 09 2019

Form C-102

Revised August 1, 2011

DISTRICT II-ARTESIA

Copy to appropriate

District Office

AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

As Drilled

* API Number 30-005-64313	* Pool Code 52770	* Pool Name Round Tank; San Andres
* Property Code 321442	* Property Name SASKATOON FEDERAL COM	* Well Number 1H
* OGRID No. 13837	* Operator Name MACK ENERGY CORPORATION	* Elevation 3747.1

## \* Surface Location

UL or lot no.	Section	Township	Range	Lot Ida	Feet from the	North/South line	Feet from the	East/West line	County
O	18	15 S	29 E		960	SOUTH	1675	EAST	CHAVES

## \* Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Ida	Feet from the	North/South line	Feet from the	East/ West line	County
O	19	15 S	29 E		8	SOUTH	1680	EAST	CHAVES

* Dedicated Acres 200	* Joint or Infill	* Consolidation Code	* Order No.
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No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

<p>NW CORNER SEC. 18 LAT. = 33.0232894°N LONG. = 104.0787643°W NWSP EAST (FT) N = 736105.72 E = 619974.38</p> <p>W O CORNER SEC. 18 LAT. = 33.0153130°N LONG. = 104.0767347°W NWSP EAST (FT) N = 733421.99 E = 619990.60</p> <p>SW CORNER SEC. 18 LAT. = 33.0085533°N LONG. = 104.0766764°W NWSP EAST (FT) N = 730744.38 E = 620013.02</p>		<p>SE92°30'E 2761.24 FT N89°51'54"E 2638.82 FT</p> <p>LOT 1 LAT. = 33.0231837°N LONG. = 104.0877384°W NWSP EAST (FT) N = 736076.12 E = 622735.35</p> <p>LOT 2 ELEV. = 3747.1 LAT. = 33.0112770°N (NAD83) LONG. = 104.0649602°W NWSP EAST (FT) N = 731744.84 E = 623686.04</p> <p>LOT 3 LAT. = 33.0096018°N LONG. = 104.0646931°W NWSP EAST (FT) N = 731135.04 E = 623686.89</p> <p>LOT 4 AS-DRILLED FIRST TIER POINT 151° 35' 18" 1678' FEL LAT. = 33.0096018°N LONG. = 104.0646931°W NWSP EAST (FT) N = 731135.04 E = 623686.89</p> <p>SHL 1675' QNF 960'</p>		<p>NE CORNER SEC. 18 LAT. = 33.0231877°N LONG. = 104.0591511°W NWSP EAST (FT) N = 736082.33 E = 625373.48</p> <p>E O CORNER SEC. 18 LAT. = 33.0153381°N LONG. = 104.0591803°W NWSP EAST (FT) N = 733444.71 E = 625371.40</p> <p>SE CORNER SEC. 18 LAT. = 33.0088773°N LONG. = 104.0592070°W NWSP EAST (FT) N = 730802.99 E = 625378.10</p>	
<p>W O CORNER SEC. 19 LAT. = 33.0013356°N LONG. = 104.0766842°W NWSP EAST (FT) N = 728118.34 E = 620019.04</p> <p>SW CORNER SEC. 19 LAT. = 32.9941131°N LONG. = 104.0766827°W NWSP EAST (FT) N = 725490.64 E = 620025.90</p>		<p>SE92°23'W 2678.39 FT S89°22'23"W 2678.39 FT</p> <p>LOT 1 NOTE: LATITUDE AND LONGITUDE COORDINATES ARE SHOWN USING THE NORTH AMERICAN DATUM OF 1983 (NAD83) LISTED NEW MEXICO STATE PLANE/EAST COORDINATES ARE GRID (NAD83) BASIS OF BEARING AND DISTANCES USED ARE NEW MEXICO STATE PLANE/EAST COORDINATES ADJUSTED TO THE SURFACE VERTICAL DATUM NAVD83.</p> <p>LOT 2 AS-DRILLED BOTTOM OF HOLE LAT. = 32.9941801°N LONG. = 104.0646932°W NWSP EAST (FT) N = 725524.18 E = 623700.56</p> <p>LOT 3 AS-DRILLED LAT. = 32.9941801°N LONG. = 104.0646932°W NWSP EAST (FT) N = 725524.18 E = 623700.56</p> <p>LOT 4 AS-DRILLED LAT. = 32.9941801°N LONG. = 104.0646932°W NWSP EAST (FT) N = 725524.18 E = 623700.56</p> <p>QNF 1680'</p>		<p>E O CORNER SEC. 19 LAT. = 33.0014278°N LONG. = 104.0592265°W NWSP EAST (FT) N = 728165.36 E = 625371.02</p> <p>AS-DRILLED LAST TIER POINT 151° 35' 18" 1678' FEL LAT. = 32.9945725°N LONG. = 104.0646934°W NWSP EAST (FT) N = 725665.96 E = 623704.16</p> <p>SE CORNER SEC. 19 LAT. = 32.9941778°N LONG. = 104.0592205°W NWSP EAST (FT) N = 725327.63 E = 625379.72</p>	

## \* OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Deana Weaver 1. 4. 19  
Signature Date

Deana Weaver

Printed Name

dweaver@mec.com

E-mail Address

## \* SURVEYOR CERTIFICATION

I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

OCTOBER 30, 2018  
Date of Survey

Signature and Seal of Registered Surveyor  
Certificate Number FILLIPON F. JARAMILLO PLS 12797

SURVEY NO. 5969A



## COMMUNITIZATION AGREEMENT

Contract No. \_\_\_\_\_

THIS AGREEMENT, entered into as of the 1<sup>st</sup> day of December, 2022, 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 15 South, Range 29 East, N.M.P.M.  
Section 18: SE/4SE/4  
Section 19: E/2E/2  
Chaves County, New Mexico

containing 200 acres, and this agreement shall include only the San Andres formation underlying said lands and the crude oil and associated natural gas, 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 Mack Energy Corporation, P.O. Box 960, Artesia, NM 88211-0960. 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 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 regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of  $1/8^{\text{th}}$  or  $12 \frac{1}{2}$  percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed, and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining  $7/8^{\text{th}}$  should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of the communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

Any party acquiring a Federal lease of the unleased Federal lands included in the communitized area established hereunder, will be subject to this Agreement as of the effective date of the Federal leases to said party (ies). Upon issuance of the Federal lease and payment of its proportionate cost of the well, including drilling, completing, and equipping the well, the acquiring party (ies) shall own the working interest described in the Tract, as described on Exhibit "B", and shall have the rights and obligations of said working interest as to the effective date of the Federal lease.

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 non-communitized 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 non-communitized 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 December 1, 2022 and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Operator:

**Mack Energy Corporation**

By: Staci D. Sanders

Staci D. Sanders  
Vice President - Land

Date: 11/8/2022

Lessee of Record & Working Interest Owner

**Chase Oil Corporation**

By: Staci D. Sanders

Staci D. Sanders, Vice President-Land

Date: 11/8/2022



Working Interest Owners:**Robert C. Chase**By: 

Robert C. Chase

Date: 11/9/2022**Richard L. Chase**By: 

Staci D. Sanders, Attorney-in-Fact

Date: 11/9/2022**<sup>Dianne</sup>  
Gerene ~~Diane~~ Chase Ferguson**By: 

Crissa D. Carter, Attorney-in-Fact

Date: 11/9/2022**Sendero Energy LLC**By: 

Matt Brewer, Manager

Date: 11/9/2022**M Squared Energy LLC**By: 

W. Lee Livingston, Manager

Date: 11/9/2022**Katz Resources LLC**

By: \_\_\_\_\_

Charles Sadler, Manager

Date: \_\_\_\_\_

Working Interest Owners:**Robert C. Chase**By: \_\_\_\_\_  
Robert C. Chase

Date: \_\_\_\_\_

**Richard L. Chase**By: \_\_\_\_\_  
Staci D. Sanders, Attorney-in-Fact

Date: \_\_\_\_\_

**Gerene Diane Chase Ferguson**By: \_\_\_\_\_  
Crissa D. Carter, Attorney-in-Fact


Date: \_\_\_\_\_

**Sendero Energy LLC**By: \_\_\_\_\_  
Matt Brewer, Manager

Date: \_\_\_\_\_

**M Squared Energy LLC**By: \_\_\_\_\_  
W. Lee Livingston, Manager

Date: \_\_\_\_\_

**Katz Resources LLC**By:  \_\_\_\_\_  
Charles Sadler, ManagerDate: 11/17/22



## ACKNOWLEDGEMENTS

STATE OF NEW MEXICO §

COUNTY OF EDDY §

This instrument was acknowledged before me on this 8<sup>th</sup> day of November, 2022, by Staci D. Sanders, Vice President-Land of **Mack Energy Corporation**, a New Mexico corporation, on behalf of said corporation.

TAMBRA RENEE HUGHES  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
COMMISSION # 1062377  
COMMISSION EXPIRES: 09-19-2023

*Tambra Renee Hughes*  
Notary Public

STATE OF NEW MEXICO §

COUNTY OF EDDY §

This instrument was acknowledged before me on this 8<sup>th</sup> day of November, 2022, by Staci D. Sanders, Vice President-Land of **Chase Oil Corporation**, a New Mexico corporation, on behalf of said corporation.

TAMBRA RENEE HUGHES  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
COMMISSION # 1062377  
COMMISSION EXPIRES: 09-19-2023

*Tambra Renee Hughes*  
Notary Public

STATE OF NEW MEXICO §

COUNTY OF EDDY §

This instrument was acknowledged before me on this 9<sup>th</sup> day of November, 2022, by **Robert C. Chase**.

TAMBRA RENEE HUGHES  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
COMMISSION # 1062377  
COMMISSION EXPIRES: 09-19-2023

*Tambra Renee Hughes*  
Notary Public

STATE OF NEW MEXICO §

COUNTY OF EDDY §

This instrument was acknowledged before me on this 9<sup>th</sup> day of November, 2022, by Staci D. Sanders, Attorney-in-Fact for **Richard L. Chase**.

TAMBRA RENEE HUGHES  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
COMMISSION # 1062377  
COMMISSION EXPIRES: 09-19-2023

*Tambra Renee Hughes*  
Notary Public



STATE OF NEW MEXICO §

COUNTY OF EDDY §

This instrument was acknowledged before me on this 9<sup>th</sup> day of November, 2022,  
by Crissa D. Carter, Attorney-in-Fact for Gerene Diane Chase Ferguson.  
Dianne

TAMBRA RENEE HUGHES  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
COMMISSION # 1062377  
COMMISSION EXPIRES: 09-19-2023

Tambra Renee Hughes  
Notary Public

STATE OF NEW MEXICO §

COUNTY OF EDDY §

This instrument was acknowledged before me on this 9<sup>th</sup> day of November, 2022,  
by Matt Brewer, as Manager of **Sendero Energy LLC**, a New Mexico limited liability company,  
on behalf of said company.

TAMBRA RENEE HUGHES  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
COMMISSION # 1062377  
COMMISSION EXPIRES: 09-19-2023

Tambra Renee Hughes  
Notary Public

STATE OF NEW MEXICO §

COUNTY OF EDDY §

This instrument was acknowledged before me on this 9<sup>th</sup> day of November, 2022,  
by W. Lee Livingston, as Manager of **M Squared Energy LLC**, a New Mexico limited liability  
company, on behalf of said company.

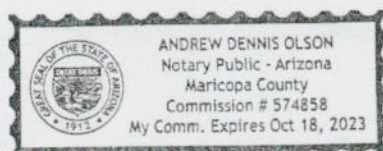
TAMBRA RENEE HUGHES  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
COMMISSION # 1062377  
COMMISSION EXPIRES: 09-19-2023

Tambra Renee Hughes  
Notary Public

STATE OF ARIZONA §

COUNTY OF Maricopa §

This instrument was acknowledged before me on this 17<sup>th</sup> day of November, 2022,  
by Charles Sadler, as Manager of **Katz Resources LLC**, a New Mexico limited liability company,  
on behalf of said company.



Andrew Dennis Olson  
Notary Public



**EXHIBIT A**

Attached to and made a part of that certain Communitization Agreement dated effective December 1, 2022, covering the SE/4SE/4 of Section 18 and the E/2E/2 of Section 19, Township 15 South, Range 29 East, N.M.P.M., Chaves County, New Mexico.

Plat of Communitized Area  
**Kingston Federal Com #1H – API #30-005-64372**



● SHL: 2202' FSL & 330' FEL, Sec. 18-T15S-R29E

FTP: 1220' FSL & 330' FEL, Sec. 18-T15S-R29E

LTP: 100' FSL & 330' FEL, Sec. 19-T15S-R29E

● BHL: 1' FSL & 330' FEL, Sec. 19-T15S-R29E

**EXHIBIT B**

Attached to and made a part of that certain Communitization Agreement dated effective December 1, 2022, covering the SE/4SE/4 of Section 18 and the E/2E/2 of Section 19, Township 15 South, Range 29 East, N.M.P.M., Chaves County, New Mexico.

**Kingston Federal Com #1H – API #30-005-64372**

**Operator of Communitized Area: Mack Energy Corporation**

**DESCRIPTION OF LEASES COMMITTED****TRACT NO. 1**

Lease Serial No.:	NMNM-101107															
Description of Lands Committed:	<u>T15S, R29E, NMPM</u> Section 18: SE/4SE/4 Section 19: NE/4NE/4															
Number of Acres:	80 acres															
Current Lessee of Record:	Chase Oil Corporation															
Name and Percent of WI Owners:	<table border="0"> <tr> <td>Chase Oil Corporation</td> <td>82.0%</td> </tr> <tr> <td>Robert C. Chase</td> <td>5.0%</td> </tr> <tr> <td>Richard L. Chase</td> <td>5.0%</td> </tr> <tr> <td>Gerene Dianne Chase Ferguson</td> <td>5.0%</td> </tr> <tr> <td>Sendero Energy LLC</td> <td>1.0%</td> </tr> <tr> <td>Katz Resources LLC</td> <td>1.0%</td> </tr> <tr> <td>M Squared Energy LLC</td> <td>1.0%</td> </tr> </table>		Chase Oil Corporation	82.0%	Robert C. Chase	5.0%	Richard L. Chase	5.0%	Gerene Dianne Chase Ferguson	5.0%	Sendero Energy LLC	1.0%	Katz Resources LLC	1.0%	M Squared Energy LLC	1.0%
Chase Oil Corporation	82.0%															
Robert C. Chase	5.0%															
Richard L. Chase	5.0%															
Gerene Dianne Chase Ferguson	5.0%															
Sendero Energy LLC	1.0%															
Katz Resources LLC	1.0%															
M Squared Energy LLC	1.0%															

**TRACT NO. 2**

Serial No.:	NMNM-131579									
Description of Lands Committed:	<u>T15S, R29E, NMPM</u> Section 19: SE/4NE/4									
Number of Acres:	40 acres									
Current Lessee of Record:	Chase Oil Corporation									
Name and Percent of WI Owners:	<table border="0"> <tr> <td>Chase Oil Corporation</td> <td>97.0%</td> </tr> <tr> <td>Sendero Energy LLC</td> <td>1.0%</td> </tr> <tr> <td>Katz Resources LLC</td> <td>1.0%</td> </tr> <tr> <td>M Squared Energy LLC</td> <td>1.0%</td> </tr> </table>		Chase Oil Corporation	97.0%	Sendero Energy LLC	1.0%	Katz Resources LLC	1.0%	M Squared Energy LLC	1.0%
Chase Oil Corporation	97.0%									
Sendero Energy LLC	1.0%									
Katz Resources LLC	1.0%									
M Squared Energy LLC	1.0%									



**TRACT NO. 3**

Serial No.: NMNM-132677

Description of Lands Committed: T15S, R29E, NMPM  
Section 19: NE/4SE/4

Number of Acres: 40 acres

Current Lessee of Record: Chase Oil Corporation

Name and Percent of WI Owners: Chase Oil Corporation 97.0%  
Sendero Energy LLC 1.0%  
Katz Resources LLC 1.0%  
M Squared Energy LLC 1.0%

**TRACT NO. 4**

Serial No.: NMNM-137446

Description of Lands Committed: T15S, R29E, NMPM  
Section 19: SE/4SE/4

Number of Acres: 40 acres

Current Lessee of Record: Chase Oil Corporation

Name and Percent of WI Owners: Chase Oil Corporation 97.0%  
Sendero Energy LLC 1.0%  
Katz Resources LLC 1.0%  
M Squared Energy LLC 1.0%

**RECAPITULATION**

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	80.00	40.00%
Tract No. 2	40.00	20.00%
Tract No. 3	40.00	20.00%
Tract No. 4	40.00	20.00%
Total	200.00	100.00%

**DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
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<b>Authority</b>	<b>Total Acres</b>	<b>Serial Number</b>
02-25-1920;041STAT0437;30USC181;MINERAL LEASING ACT OF 1920	200.0000	NMNM105678121
	<b>Case File Jurisdiction</b>	<b>Legacy Serial No</b>
	ROSWELL FO	NMNM 139454
<b>Product Type</b> 318310 COMMUNITIZATION AGREEMENT		
<b>Commodity</b> Oil & Gas		<b>Lease Issued Date</b>
<b>Case Disposition</b> AUTHORIZED		

**CASE DETAILS**

NMNM105678121

Case Name	C-8295593	Split Estate	Fed Min Interest
Effective Date	12/01/2018	Split Estate Acres	Future Min Interest No
Expiration Date		Royalty Rate	Future Min Interest Date
Land Type	Acquired	Royalty Rate Other	Acquired Royalty Interest
Formation Name	SAN ANDRES	Approval Date	Held In a Producing Unit No
Parcel Number		Sale Date	Number of Active Wells
Parcel Status		Sales Status	
Participating Area		Total Bonus Amount 0.00	Production Determination Producing
Related Agreement		Tract Number	Lease Suspended No
Application Type		Fund Code	Total Rental Amount

**CASE CUSTOMERS**

NMNM105678121

Name & Mailing Address	Interest Relationship	Percent Interest
MACK ENERGY CORP ROSWELL FIELD OFFICE	ARTESIA NM 88211-0960 ROSWELL NM 88201-1287	100.000000 0.000000

**LAND RECORDS**

NMNM105678121

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	District / Field Office	County	Mgmt Agency
23	0150S	0290E	018	Aliquot		SWSE	PECOS DISTRICT OFFICE ROSWELL FIELD OFFICE	CHAVES	BUREAU OF LAND MGMT
23	0150S	0290E	019	Aliquot		W2E2	PECOS DISTRICT OFFICE ROSWELL FIELD OFFICE	CHAVES	BUREAU OF LAND MGMT

**CASE ACTIONS**

Action Date	Date Filed	Action Name	Action Status	Action Information	NMNM105678121
12/01/2018	12/01/2018	EFFECTIVE DATE	APPROVED/ACCEPTED	Action Remarks: /A/	
12/10/2018	12/10/2018	ACRES-FED INT 100%	APPROVED/ACCEPTED	Action Remarks: 200.00;100.00%	
12/10/2018	12/10/2018	CASE ESTABLISHED	APPROVED/ACCEPTED		
12/10/2018	12/10/2018	FORMATION	APPROVED/ACCEPTED	Action Remarks: SAN ANDRES;	
12/10/2018	12/10/2018	PROPOSAL RECEIVED	APPROVED/ACCEPTED	Action Remarks: CA RECEIVED;	
12/10/2018	12/10/2018	REFERENCE NUMBER	APPROVED/ACCEPTED	Action Remarks: SASKATOON FED 1H;	
12/11/2018	12/11/2018	AGREEMENT / PA APPROVED	APPROVED/ACCEPTED		
12/26/2018	12/26/2018	AGRMT PRODUCING	APPROVED/ACCEPTED	Action Remarks: SASKATOON FED COM 1H;	
01/28/2019	01/28/2019	AGRMT VALIDATED	APPROVED/ACCEPTED		

**ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO**

NMNM105678121

Lease Serial Number	Lease Legacy Serial Number	Case Disposition	Type	Tract No	Commitment Status	Commitment Status Effective Date	Acres	Allocation Percent
NMNM105729506	NMNM 101107	AUTHORIZED	FEDERAL	01		12/01/2018	40.0000	20.000000
NMNM105397856	NMNM 131579	AUTHORIZED	FEDERAL	02		12/01/2018	80.0000	40.000000
NMNM105309745	NMNM 132677	AUTHORIZED	FEDERAL	02		12/01/2018	40.0000	20.000000
NMNM105677472	NMNM 137446	AUTHORIZED	FEDERAL	02		12/01/2018	40.0000	20.000000

**LEGACY CASE REMARKS**

NMNM105678121

Legacy Case Remarks includes remarks made for the case in LR2000 up until March 14, 2022. These Case Remarks will no longer be updated in

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM  
HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.



DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page  
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MLRS. This section of the SRP is obsolete. Please reference the MLRS website for more information and refer to the Case Actions section - Action Information on this report for similar data.

Line Number	Remark Text
0001	/A/RECAPULATION EFFECTIVE
0002	TR# LEASE SERIAL NO AC COMMITTED %INTEREST
0003	1 NMNM101107 40.00 20.00%
0004	2 NMNM131579 80.00 40.00%
0005	2 NMNM132677 40.00 20.00%
0006	2 NMNM137446 40.00 20.00%
0007	TOTAL 200.00 100.00%

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM  
HISTORICAL INFORMATION MAY ONLY BE ACCESSIBLE THROUGH THE MLRS WEBSITE.

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 SW/4 SE/4 of section 18, T. 15 S., R. 29 E., NMPM and W/2 E/2 of Section 19, T. 15 S., R. 29 E, NMPM, as to all producible hydrocarbons from the San Andres formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Roswell Field Office pursuant to Item 9 of the approved Communitization Agreement.

- 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: December 11, 2018



Ruben Sanchez  
Assistant Field Manager  
Lands and Minerals

Effective: December 01, 2018

Contract No.: Com. Agr. NMNM-139454



COMMUNITIZATION AGREEMENT  
Contract No. NM NM 139454

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such Parties being hereinafter referred to as "parties hereto."

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 15 South, Range 29 East, N.M.P.M.  
Section 18: SW/4 SE/4  
Section 19: W/2 E/2  
Chaves County, New Mexico

containing 200 acres, and this agreement shall include the San Andres Formation underlying said lands and the crude oil and associated natural gas, 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 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 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 regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease



committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders rules or regulations.
10. The date of this agreement is December 1, 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 occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of

which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

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:

**Mack Energy Corporation**

By: Staci D. Sanders  
Staci D. Sanders  
Vice President - Land

Date: 11/30/18

Record Title Owner & Working Interest Owner:

**Chase Oil Corporation**

By: Staci D. Sanders  
Staci D. Sanders  
Vice President - Land

Date: 11/30/18

Working Interest Owners:

**Robert C. Chase**

By: Robert C. Chase  
Robert C. Chase

Date: 12/5/18

**Ventana Minerals LLC**

By: Staci D. Sanders  
Staci D. Sanders, Attorney-in-Fact

Date: 11/30/18

**DiaKan Minerals LLC**

By: Courtney Manning  
Courtney Manning, Attorney-in-Fact

Date: 12/4/18



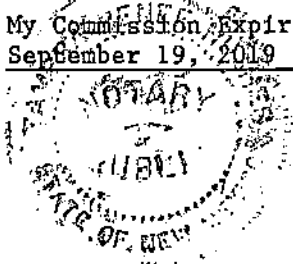
## ACKNOWLEDGEMENTS

STATE OF NEW MEXICO §

COUNTY OF EDDY §

This instrument was acknowledged before me on this 30<sup>th</sup> day of November, 2018, by Staci D. Sanders, Vice President-Land for Mack Energy Corporation, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:  
September 19, 2019



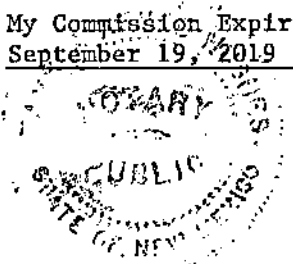
Janetia Renee Hughes  
Notary Public

STATE OF NEW MEXICO §

COUNTY OF EDDY §

This instrument was acknowledged before me on this 30<sup>th</sup> day of November, 2018, by Staci D. Sanders, Vice President-Land for Chase Oil Corporation, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:  
September 19, 2019



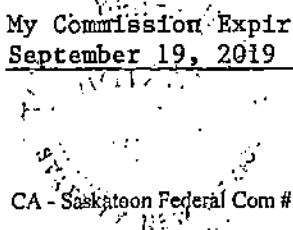
Janetia Renee Hughes  
Notary Public

STATE OF NEW MEXICO §

COUNTY OF EDDY §

This instrument was acknowledged before me on this 5<sup>th</sup> day of December, 2018, by Robert C. Chase.

My Commission Expires:  
September 19, 2019



Janetia Renee Hughes  
Notary Public

CA - Saskatoon Federal Com #1H (API #30-005-64313)

Page 5 of 10

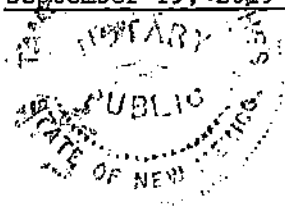
RECEIVED Bureau of Land Management  
DEC 10 2018 PM 1:38

STATE OF NEW MEXICO §

COUNTY OF EDDY §

This instrument was acknowledged before me on this 30<sup>th</sup> day of November, 2018,  
by Staci D. Sanders as Attorney-in-Fact of **Ventana Minerals LLC**, a New Mexico limited  
liability company, on behalf of said company.

My Commission Expires:  
September 19, 2019



Jamilla Renee Hughes  
Notary Public

STATE OF NEW MEXICO §

COUNTY OF EDDY §

This instrument was acknowledged before me on this 4<sup>th</sup> day of December, 2018,  
by Courtney Lanning as Attorney-in-Fact of **DiaKan Minerals LLC**, a Texas limited liability  
company, on behalf of said company.

My Commission Expires:  
September 19, 2019



Jamilla Renee Hughes  
Notary Public

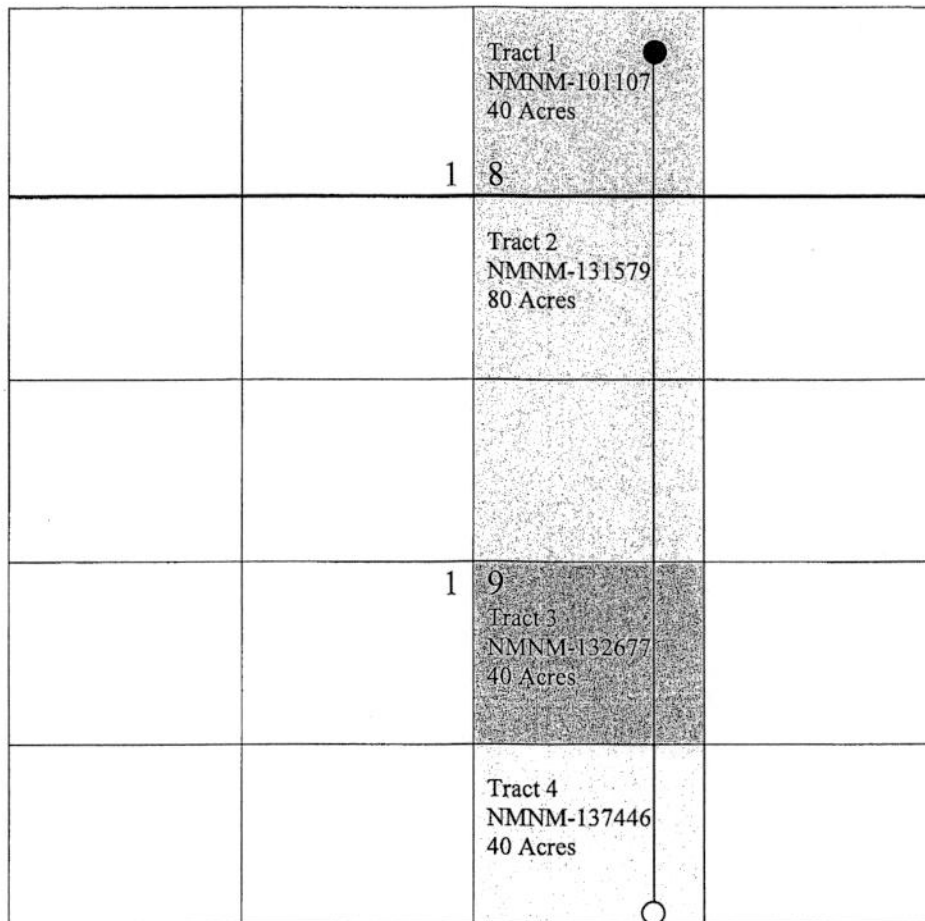


**EXHIBIT "A"**

Attached to and made a part of that certain Communitization Agreement dated effective December 1, 2018, covering the SW/4 SE/4 of Section 18 and the W/2 E/2 of Section 19, Township 15 South, Range 29 East, N.M.P.M., Chaves County, New Mexico.

Plat of Communitized Area

**Saskatoon Federal Com #1H Well (API #30-005-64313)**



- SHL: 960' FSL & 1675' FEL, Sec. 18-T15S-R29E
- FTP: 351' FSL & 1684' FEL, Sec. 18-T15S-R29E
- LTP: 151' FSL & 1676' FEL, Sec. 19-T15S-R29E
- BHL: 8' FSL & 1680' FEL, Sec. 19-T15S-R29E

**EXHIBIT "B"**

Attached to and made a part of that certain Communitization Agreement dated effective December 1, 2018, covering the SW/4 SE/4 of Section 18 and the W/2 E/2 of Section 19, Township 15 South, Range 29 East, N.M.P.M., Chaves County, New Mexico.

***Saskatoon Federal Com #1H Well (API #30-005-64313)***

**Operator of Communitized Area:** Mack Energy Corporation

Description of Leases CommittedTract #1

Serial No.: NMNM-101107  
 Lease Date: September 1, 1998  
 Lease Term: 10 years  
 Lessor: United States of America  
 Original Lessee: Daniel E. Gonzales  
 Number of Acres: 40 acres  
 Royalty Rate: 12.5%  
 Description of Lands Committed: T15S, R29E, NMPM  
 Section 18: SW/4 SE/4

Present Lessee:

Chase Oil Corporation	100.0000000	%
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Name and Percent of WI Owners:

Chase Oil Corporation	85.0000000	%
Robert C. Chase	5.0000000	%
Ventana Minerals LLC	5.0000000	%
DiaKan Minerals LLC	5.0000000	%

Tract #2:

Serial No.: NMNM-131579  
 Lease Date: February 1, 2014  
 Lease Term: 10 years  
 Lessor: United States of America  
 Original Lessee: Philip L. White  
 Number of Acres: 80 acres  
 Royalty Rate: 12.5%  
 Description of Lands Committed: T15S, R29E, NMPM  
 Section 19: W/2 NE/4

## Present Lessee:

Chase Oil Corporation	100.0000000	%
-----------------------	-------------	---

## Name and Percent of WI Owners:

Chase Oil Corporation	85.0000000	%
Robert C. Chase	5.0000000	%
Ventana Minerals LLC	5.0000000	%
DiaKan Minerals LLC	5.0000000	%

Tract #3:

Serial No.: NMNM-132677  
 Lease Date: September 1, 1998  
 Lease Term: 10 years  
 Lessor: United States of America  
 Original Lessee: Daniel E. Gonzales  
 Number of Acres: 40 acres  
 Royalty Rate: 12.5%  
 Description of Lands Committed: T15S, R29E, NMPM  
 Section 19: NW/4 SE/4

## Present Lessee:

Chase Oil Corporation	100.0000000	%
-----------------------	-------------	---

## Name and Percent of WI Owners:

Chase Oil Corporation	85.0000000	%
Robert C. Chase	5.0000000	%
Ventana Minerals LLC	5.0000000	%
DiaKan Minerals LLC	5.0000000	%



Tract #4:

Serial No.: NMNM-137446  
 Lease Date: April 1, 2018  
 Lease Term: 10 years  
 Lessor: United States of America  
 Original Lessee: Philip L. White  
 Number of Acres: 40 acres  
 Royalty Rate: 12.5%  
 Description of Lands Committed: T15S, R29E, NMPM  
 Section 19: SW/4 SE/4  
 Present Lessee:

Chase Oil Corporation 100.0000000 %

## Name and Percent of WI Owners:

Chase Oil Corporation 85.0000000 %  
 Robert C. Chase 5.0000000 %  
 Ventana Minerals LLC 5.0000000 %  
 DiaKan Minerals LLC 5.0000000 %

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00	20.00%
2	80.00	40.00%
3	40.00	20.00%
4	40.00	20.00%
Total	200.00 Acres	100.00%

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

**NEW MEXICO OIL CONSERVATION DIVISION**  
 - Geological & Engineering Bureau -  
 1220 South St. Francis Drive, Santa Fe, NM 87505

**ADMINISTRATIVE APPLICATION CHECKLIST**

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND  
 REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

**Applicant:** Mack Energy Corporation **OGRID Number:** 013837  
**Well Name:** Kingston Federal Com 1H **API:** 30-005-64372  
**Pool:** Round Tank; San Andres **Pool Code:** 52770

**SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION  
 INDICATED BELOW**

**1) TYPE OF APPLICATION:** Check those which apply for [A]**A. Location - Spacing Unit - Simultaneous Dedication**

☐ NSL ☐ NSP (PROJECT AREA) ☐ NSP (PRORATION UNIT) ☐ SD

**B. Check one only for [ I ] or [ II ]****[ I ] Commingling - Storage - Measurement**

☐ DHC ☒ CTB ☐ PLC ☐ PC ☐ OLS ☐ OLM

**[ II ] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery**

☐ WFX ☐ PMX ☐ SWD ☐ IPI ☐ EOR ☐ PPR

**2) NOTIFICATION REQUIRED TO:** Check those which apply.

- A. ☐ Offset operators or lease holders  
 B. ☒ Royalty, overriding royalty owners, revenue owners  
 C. ☐ Application requires published notice  
 D. ☐ Notification and/or concurrent approval by SLO  
 E. ☒ Notification and/or concurrent approval by BLM  
 F. ☐ Surface owner  
 G. ☒ For all of the above, proof of notification or publication is attached, and/or,  
 H. ☐ No notice required

**FOR OCD ONLY**

☐ Notice Complete  
☐ Application  
 Content  
 Complete

- 3) CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate and complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

Jerry W. Sherrell  
 \_\_\_\_\_  
 Print or Type Name

\_\_\_\_\_  
 Signature

11/30/22  
 \_\_\_\_\_  
 Date

575-748-1288  
 \_\_\_\_\_  
 Phone Number

jerrys@mec.com  
 \_\_\_\_\_  
 e-mail Address

**From:** [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)  
**To:** [Jerry Sherrell](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle Q](#); [Walls, Christopher](#)  
**Subject:** Approved Administrative Order CTB-1089  
**Date:** Friday, March 24, 2023 11:14:33 AM  
**Attachments:** [CTB1089 Order.pdf](#)

---

NMOCD has issued Administrative Order CTB-1089 which authorizes Mack Energy Corp (13837) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-005-64313	Saskatoon Federal Com #1H	SW/4 SE/4	18-15S-29E	52770
		W/2 E/2	19-15S-29E	
30-005-64372	Kingston Federal Com #1H	SE/4 SE/4	18-15S-29E	52770
		E/2 E/2	19-15S-29E	

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.

Dean McClure  
Petroleum Engineer, Oil Conservation Division  
New Mexico Energy, Minerals and Natural Resources Department  
(505) 469-8211



**STATE OF NEW MEXICO  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT  
OIL CONSERVATION DIVISION**

**APPLICATION FOR SURFACE COMMINGLING  
SUBMITTED BY MACK ENERGY CORPORATION**

**ORDER NO. CTB-1089**

**ORDER**

The Director of the New Mexico Oil Conservation Division (“OCD”), having considered the application and the recommendation of the OCD Engineering Bureau, issues the following Order.

**FINDINGS OF FACT**

1. Mack Energy Corporation (“Applicant”) submitted a complete application to surface commingle the oil production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
6. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“Pooled Area”), as described in Exhibit B.

**CONCLUSIONS OF LAW**

7. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
8. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.

9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
10. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
11. Commingling of oil production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
12. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

1. Applicant is authorized to surface commingle oil production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure oil production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

Applicant is authorized to surface commingle oil production from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A.

Applicant is authorized to store and measure oil production off-lease from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

2. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s). If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B until the Proposed Agreement which includes the Pooled Area is approved. After

the Proposed Agreement is approved, the oil production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

3. The allocation of oil production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
4. The oil production for each well identified in Exhibit A shall be allocated by conducting a minimum of one (1) well test per month.

Applicant shall conduct a well test by separating and measuring the oil production from that well for a minimum of twenty-four (24) consecutive hours.

The well test requirements of this Order shall be suspended for any well shut-in for a period that continues for more than thirty (30) days until the well commences production.

5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall calibrate the meters used to measure or allocate oil production in accordance with 19.15.12.10.C.(2) NMAC.
7. If the commingling of oil production from any pool, lease, or well reduces the value of the commingled oil production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
8. If a well is not included in Exhibit A but produces from a pool and lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil production to it, and the location(s) that commingling of its production will occur.
9. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
10. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).



11. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION**



**DYLAN M. FUGE  
DIRECTOR (ACTING)**

**DATE:** 3/24/23

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: **CTB-1089**

Operator: **Mack Energy Corp (13837)**

Central Tank Battery: **Saskatoon Federal Central Tank Battery**

Central Tank Battery Location: **UL O, Section 18, Township 15 South, Range 29 East**

Gas Title Transfer Meter Location:

### Pools

Pool Name	Pool Code
<b>ROUND TANK;SAN ANDRES</b>	<b>52770</b>

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA San Andres NMNM 105678121 (139454)	SW/4 SE/4	18-15S-29E
	W/2 E/2	19-15S-29E
NMNM 105729506 (101107)	SE/4 SE/4	18-15S-29E
	NE/4 NE/4	19-15S-29E
NMNM 105397856 (131579)	SE/4 NE/4	19-15S-29E
NMNM 105309745 (132677)	NE/4 SE/4	19-15S-29E
NMNM 105677472 (137446)	SE/4 SE/4	19-15S-29E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-005-64313	Saskatoon Federal Com #1H	SW/4 SE/4	18-15S-29E	52770
		W/2 E/2	19-15S-29E	
30-005-64372	Kingston Federal Com #1H	SE/4 SE/4	18-15S-29E	52770
		E/2 E/2	19-15S-29E	

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit B

Order: **CTB-1089**  
Operator: **Mack Energy Corp (13837)**

### Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA San Andres BLM	SE/4 SE/4 E/2 E/2	18-15S-29E 19-15S-29E	200	A

### Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 105729506 (101107)	SE/4 SE/4 NE/4 NE/4	18-15S-29E 19-15S-29E	80	A
NMNM 105397856 (131579)	SE/4 NE/4	19-15S-29E	40	A
NMNM 105309745 (132677)	NE/4 SE/4	19-15S-29E	40	A
NMNM 105677472 (137446)	SE/4 SE/4	19-15S-29E	40	A



**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  
**District IV**  
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 162640

CONDITIONS

Operator:  MACK ENERGY CORP P.O. Box 960 Artesia, NM 882110960	OGRID:  13837
	Action Number:  162640
	Action Type:  [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	3/29/2023