RECEIVED:	REVIEWER:	TYPE:	APP NO:	
		ABOVE THIS TABLE FOR OCD D		NEW LA
		CO OIL CONSERV Cal & Engineering		
	_	ancis Drive, Sant		O CONTRACTOR OF THE PARTY OF TH
	A DAMINISTE	ATIVE APPLICATI	ON CHECKIIST	TALL OF THE PARTY
THIS	CHECKLIST IS MANDATORY FOR AL	L ADMINISTRATIVE APPLICA		DIVISION RULES AND
Applicant: Marath	on Oil Permian LLC		OGRID	Number: <u>372098</u>
Well Name: Colossi	us 18-19 WA Federal Com 1H; Colossus 18-19	TB Federal Com 2H; Colossus 18-19	TB Federal Com 3H API: 30-02	5-49531; 30-025-49529; 30-025-49530
	SW & WC-025 G-08 S263412K; Bone Sp			ode: 96776 & 96672
SUBMIT ACCUR	RATE AND COMPLETE INF	ORMATION REQUI		E TYPE OF APPLICATION
,	ICATION: Check those	,	•	
	n – Spacing Unit – Simult			
	NSL UNSP <sub>(PR</sub>	OJECT AREA) LNS	P(PRORATION UNIT)	)
B Check	one only for [I] or [II]			
	nmingling – Storage – M	easurement		
[., 55	□DHC □CTB ☒PI	LC PC C	ols Dolm	
[II] Inje	ction – Disposal – Pressu	ıre Increase – Enho	anced Oil Recovery	,
]	□wfx □pmx □sv		OR PPR	
	_	<u> </u>		FOR OCD ONLY
2) NOTIFICATIO	N REQUIRED TO: Check	those which apply	<b>'.</b>	Notice Complete
	t operators or lease hol			Molice comblete
	ılty, overriding royalty ov		/ners	Application
	ication requires publishe		_	Content
	ication and/or concurre			Complete
	ication and/or concurre	ent approval by BL	-M	00111010
	ice owner	c 1.c. 1.		
<u>· · · · · · · · · · · · · · · · · · · </u>	Ill of the above, proof o	t notification or pu	iblication is attache	d, and/or,
H. ☐ No n	otice required			
3) CERTIFICATIO	N: I hereby certify that	the information su	hmitted with this an	nlication for
,	e approval is <b>accurate</b> (		•	•
	hat <b>no action</b> will be tal			_
	are submitted to the Div			
	Note: Statement must be comple	ted by an individual with	managerial and/or super	visory canacity
·	tole, dialement most be comple	ica by an inaviacal will	managenarana, or soper.	noty capacity.
			Date	
Adrian Covarrubias			Dale	
Print or Type Name			712 207 2270	
			713-296-3368	
11/11			Phone Number	
14/2//	·		acovarrubias@mara	athonoil com
Signature			e-mail Address	
_				

<u>District I</u> 1625 N. French Drive, Hobbs, NM 88240 <u>District II</u> 811 S. First St., Artesia, NM 88210 District III

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 I	FOR SURFACE	COMMINGLING	G (DIVERSE	OWNERSHIP)					
OPERATOR NAME: Marathon	Oil Permian LLC	-							
OPERATOR ADDRESS: 990 Town APPLICATION TYPE:	& Country Blvd., H	ouston, TX 77024							
☐ Pool Commingling ☐ Lease Comminglin	g Pool and Lease Co	mmingling Off-Lease	Storage and Measur	rement (Only if not Surface	e Commingled)				
	State X Fede		-		- ,				
Is this an Amendment to existing Order	? □Yes ☑No If	"Yes", please include							
Have the Bureau of Land Management	(BLM) and State Land	d office (SLO) been no	tified in writing o	of the proposed comm	ingling				
✓Yes No	(A) <b>DOC</b>	N. COMMINCLIN	<u> </u>						
(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				
WC-025 G-08 S263412K; Bone Spring (96672)	42.3/1750	42.3/1750							
Jabalina; Wolfcamp, SW (96776)	42.3/1750								
		_							
		_							
(2) Are any wells producing at top allowal	oles? □Yes ເ×No								
(4) Measurement type: X Metering									
		SE COMMINGLINGS with the following in							
<ol> <li>Pool Name and Code.</li> <li>Is all production from same source of s</li> <li>Has all interest owners been notified by</li> <li>Measurement type:  Metering </li> </ol>	supply? Yes N certified mail of the pro	Io	□Yes □N	0					
		LEASE COMMIN							
	Please attach sheet	ts with the following in	nformation						
(1) Complete Sections A and E.									
(D	,	ORAGE and MEA							
		ets with the following	information						
<ul><li>(1) Is all production from same source of s</li><li>(2) Include proof of notice to all interest or</li></ul>		Ю							
(E) AD		DRMATION (for all ts with the following in		(pes)					
(1) A schematic diagram of facility, include		is with the following h	iivi mativn						
(2) A plat with lease boundaries showing a (3) Lease Names, Lease and Well Number	•	ions. Include lease number	ers if Federal or Sta	ate lands are involved.					
I hereby certify that the information above is	true and complete to the	e best of my knowledge an	d belief.						
SIGNATURE:	T	ITLE: Regulatory Complia	nce Representative	DATE:					
TYPE OR PRINT NAME Adrian Covarru	ubias		TEL	EPHONE NO.: 713-29	6-3368				
E-MAIL ADDRESS: acovarrubias@ma	rathonoil.com								

SURFACE COMMINGLING Colossus 18-19 Federal Com 1H, 2H, 3H

Marathon Oil Permian LLC is requesting to surface commingle under 19.15.12.10(C) NMAC for Commingling with Diverse Ownership.

The approval of this commingle will not affect the value of oil and gas.

Please see below for details:

Marathon Oil Permian LLC will be using the metering method to measure and allocate production. Please see below for Method of Allocation.

### List of Wells, Leases, and Pools to be commingled:

WELL NAME	API#	LEASE	POOL (CODE)
Colossus 18-19 WA Federal Com 1H	30-025-49531	CA Pending E2 Sec18-T26S-R35E E2 Sec19-T26S-R35E	Jabalina; Wolfcamp, SW (96776)
Colossus 18-19 TB Federal Com 2H	30-025-49529	CA Pending E2 Sec18-T26S-R35E E2 Sec19-T26S-R35E	WC-025 G-08 S263412K; Bone Spring (96672)
Colossus 18-19 TB Federal Com 3H	30-025-49530	CA Pending E2 Sec18-T26S-R35E E2 Sec19-T26S-R35E	WC-025 G-08 S263412K; Bone Spring (96672)

The Colossus 18-19 Federal Com Tank Battery will be located at UL. B-Sec.18-T26S-R35E.

#### **OIL ALLOCATION METHODOLOGY**

Each well has a Coriolis meter at the three-phase separator that measures oil produced by the well. This volume is used to determine the theoretical percentage each well produced and is used to allocate Calculated Production and Total Sales Volumes back to each well.

- A. Theoretical % of production for each well is calculated by dividing each oil meter volume by the sum of the oil meters.
- B. Total Production of the facility is calculated by adding Ending Inventory plus LACT Sales Meter minus Beginning Inventory.
- C. Total Available Sale is calculated by adding Total Production plus Beginning Inventory.
- D. Theoretical % for each well is multiplied by the Total Production and Total Available Sales.
- E. Total Oil Sales is oil measured through the LACT meter. Volumes are verified with the LACT tickets.
- F. Beginning Inventory comes from previous accounting period's Closing Inventory for each well.
- G. Ending Inventory is calculated by measuring the height of oil in the tanks. Ending Inventory for each well is calculated by multiplying the Theoretical % of Production by total of ending inventory.

SURFACE COMMINGLING Colossus 18-19 Federal Com 1H, 2H, 3H

#### GAS ALLOCATION METHODOLOGY

Each well has an orifice meter and a gas lift meter. The facility has a Sales meter that measures volume of gas before it leaves the facility.

- A. Net Well Production is base amount of production not used for gas lift and is calculated by subtracting Gas Lift (GL) metered volume from the Orifice meter readings.
- B. Theoretical % used for the allocation is calculated by dividing the Net Well Production Volume for each well into the sum of the total Net Well Production.
- C. Net Facility Gas is volume of gas sold for royalty purposes and is measured with a meter as it leaves the facility. This volume is verified with purchaser statements.
- D. Theoretical % for each well is multiplied by the Net Facility Gas to determine Sales, Lease Fuel for each well.
- E. Lease Use is the volume of gas used by the equipment on the facility.
- F. Gas used to run other equipment is measured via an orifice meter. Total Lease Use gas is allocated to the well based on the wells Theoretical %.
- G. HP Flare is volume of gas flared from the facility, allocated to wells by Theoretical % for each well times the Flare Meter volume.
- H. Individual Compressor usage is based on manufacturer's usage rate applied to compressor run time. Total Compressor Use is calculated by adding Individual Compressor Usage and allocated to wells by Theoretical %.
- I. Allocated Production is all gas produced by the facility and is calculated by adding Net Facility Gas plus HP Flare plus Lease Use.

### WATER ALLOCATION METHODOLOGY

Each well has a mag meter at the three-phase separator that measures the volume of water produced by the well.

A. Water Production is the volume of water measured at the mag meter.

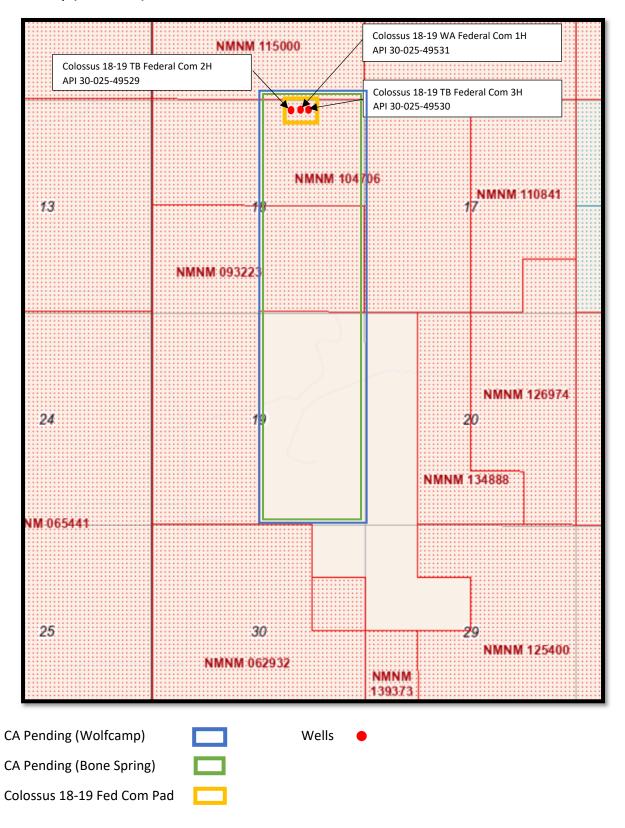
All meter proving and calibration frequencies will be performed as per 19.15.12.10(C)(2) NMAC.

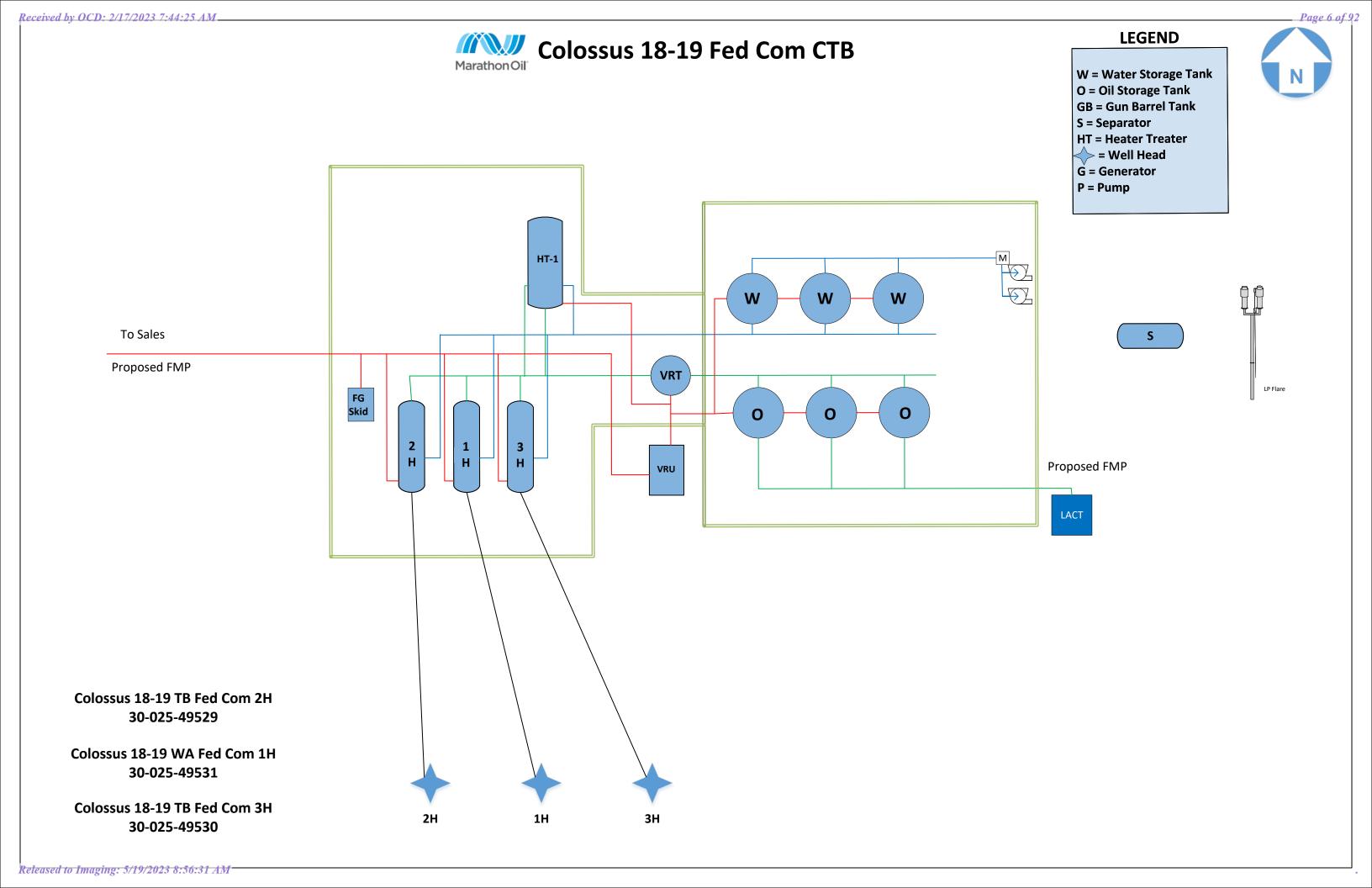
### Attachments:

- Notification to interest owners via Certified Mail
- Notification to BLM
- Notification to State Land Office.
- Lease Map
- Facility Diagram
- C-102 Plats

### SURFACE COMMINGLING Colossus 18-19 Federal Com 1H, 2H, 3H

### Lease Map (T26S-R35E)





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 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

30-025-4953	ŗ	<sup>2</sup> Pool Code	<sup>2</sup> Pool Code <sup>3</sup> Pool Name			
30-025-49531		96776	OUTHWEST			
4 Property Code		5 Pı	roperty Name	<sup>6</sup> Well Number		
331689		COLOSSUS 18-1	1H			
<sup>7</sup> OGRID No.		8 O	perator Name	<sup>9</sup> Elevation		
372098		MARATHON	3258'			
		10 C	fora I parties			

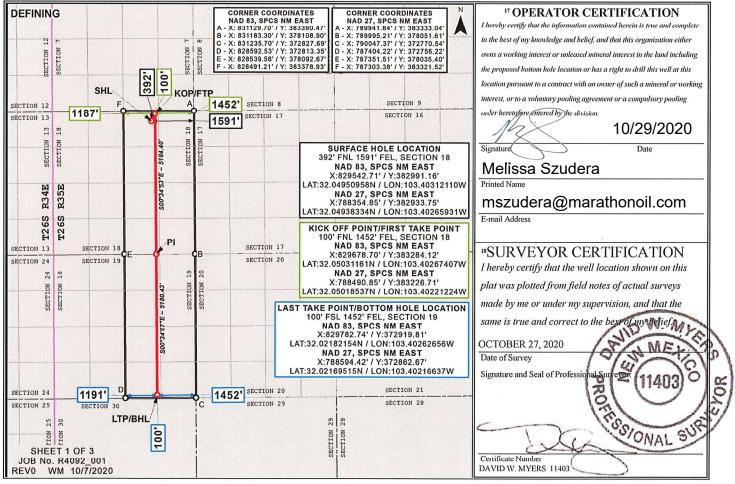
Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County		
В	18	26S	35E		392	NORTH	1591	EAST	LEA		
	77.1.7. 1. 70.7100										

<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
О	19	26S	35E		100	SOUTH	1452	EAST	LEA
12 Dedicated Acres	<sup>13</sup> Joint or	· Infill 14 C	onsolidation	Code 15 Or	der No.				
640.0									

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.



Distances/areas relative to NAD 83 Combined Scale Factor: 0.99985058 Convergence Angle: 00°29'34.804"

<u>District I</u>
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 Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IV</u>

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

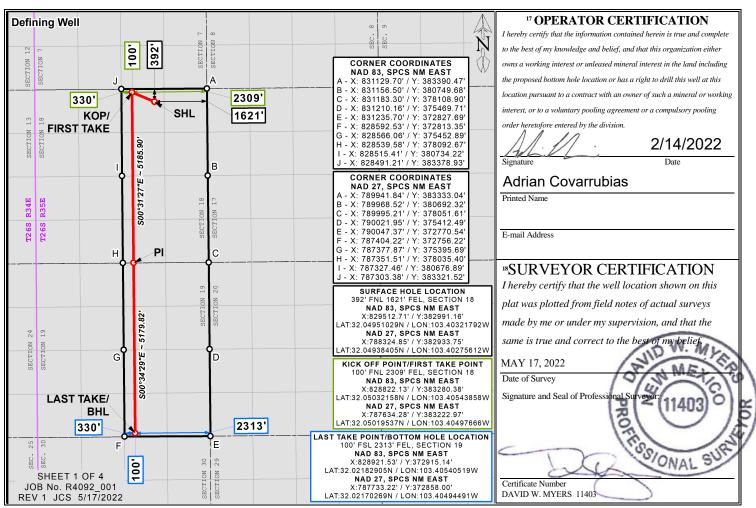
### WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbe	er	<sup>2</sup> Pool Code	<sup>3</sup> Pool Name			
30-025-49529		96672	WC-025 G-08 S263412K; BOI	NE SPRING		
<sup>4</sup> Property Code		<sup>5</sup> P1	operty Name	<sup>6</sup> Well Number		
331688		COLOSSUS 18-1	19 TB FEDERAL COM	2H		
7 OGRID No.		8 O <sub>l</sub>	perator Name	<sup>9</sup> Elevation		
372098		MARATHON	OIL PERMIAN LLC	3258'		

<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
В	18	26S	35E		392	NORTH	1621	EAST	LEA
<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
О	19	26S	35E		100	SOUTH	2313	EAST	LEA
12 Dedicated Acres	12 Dedicated Acres   13 Joint or Infill   14 Consolidation Code   15 Order No.								
640.0									

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.



Distances/areas relative to NAD 83 Combined Scale Factor; 0.99985058 Convergence Angle: 00°29'34.80475"

<u>District I</u>
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 Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IV</u>

1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

640.0

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

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

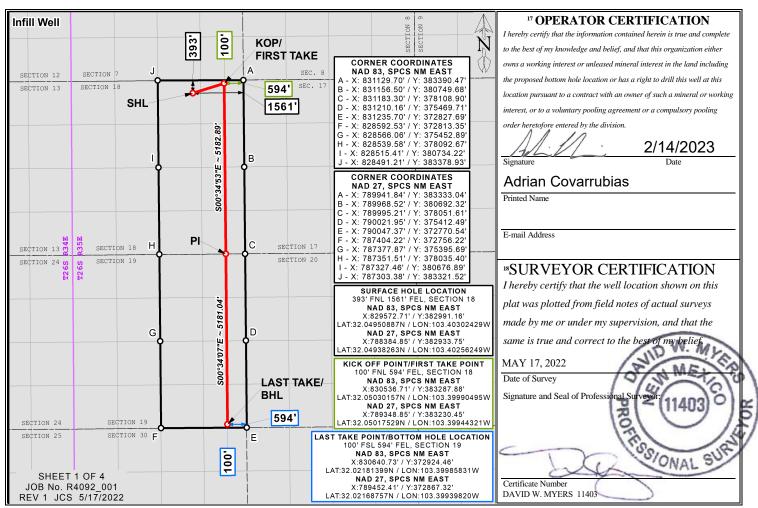
### WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number		<sup>2</sup> Pool Code	<sup>3</sup> Pool Name			
30-025-4930		96672	WC-025 G-08 S263412K; BO	NE SPRING		
<sup>4</sup> Property Code		<sup>5</sup> P1	operty Name	<sup>6</sup> Well Number		
331688		COLOSSUS 18-1	19 TB FEDERAL COM	3H		
7 OGRID No.		8 O <sub>l</sub>	perator Name	<sup>9</sup> Elevation		
372098		MARATHON	OIL PERMIAN LLC	3257'		

<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	
В	18	26S	35E		393	NORTH	1561	EAST	LEA	
<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	
	Section	Township	Range	Lot Iun	r cet ir om the	1 tol the bouth line	r cet ir om the	zasa w est iiie	County	
P	19	26S	35E	Lot Iun	100	SOUTH	594	EAST	LEA	

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.



Distances/areas relative to NAD 83 Combined Scale Factor: 0.99985058 Convergence Angle: 00°29'34.80475"

Karlene Schuman Modrall Sperling Roehl Harris & Sisk P.A. 500 Fourth Street, Suite 1000 Albuquerque NM 87102

### **PS Form 3877**

### Type of Mailing: CERTIFIED MAIL 02/15/2023

Firm Mailing Book ID: 241154

Line	USPS Article Number	Name, Street, City, State, Zip	Post	tage S	Service Fee	RR Fee	Rest.Del.Fee	Reference Contents
1	9314 8699 0430 0104 4279 98	Oxy Y-1 Company 5 Greenway Plaza, Suite 110 Houston TX 77046	\$1	.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
2	9314 8699 0430 0104 4280 01	BEXP II ALPHA, LLC 5914 W COURTYARD DR, SUITE 340 AUSTIN TX 78730	\$1	.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
3	9314 8699 0430 0104 4280 18	BEXP II OMEGA, LLC 5914 W COURTYARD DR, SUITE 340 AUSTIN TX 78730	\$1	.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
4	9314 8699 0430 0104 4280 25	Sharbro Oil Ltd., Co 423 W Main St Artesia NM 88210			\$4.15	\$2.10	\$0.00	81363.0213. Notice
5	9314 8699 0430 0104 4280 32	Oxy USA, Inc. 5 Greenway Plaza, Suite 110 Houston TX 77046	SIQUERQUE, N	50 M <sub>8&gt;</sub>	\$4.15	\$2.10	\$0.00	81363.0213. Notice
6	9314 8699 0430 0104 4280 63			.00	\$4.15	\$2.10	\$0.00	81363.0213. Notice
7	9314 8699 0430 0104 4280 70	Bank of America, N.A., as trustee of the Th Knowles McGinley & Grace McGinley Tru P.O. Box 2546 Fort Worth TX 76113	omas FEB 15 \$1	.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
8	9314 8699 0430 0104 4280 87	Bernard Lee House, Jr 1202 Shirley Ln Midland TX 79705	MAIN OFFICE	500	\$4.15	\$2.10	\$0.00	81363.0213. Notice
9	9314 8699 0430 0104 4280 94	Black Mountain Operating, LLC 500 Main Street, Suite 1200 Fort Worth TX 76102	\$1	.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
10	9314 8699 0430 0104 4281 00	Brigham Minerals, LLC 5914 W. Courtyard Drive, Suite 200 Austin TX 78370	\$1.	.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
11	9314 8699 0430 0104 4281 17	Bugling Bull Investments, LLC 4747 Research Forest Dr, Suite 180-315 The Woodlands TX 77381	\$1.	.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
12	9314 8699 0430 0104 4281 24	Casa Grande Royalty Co., Inc P.O. Box 2305 Midland TX 79702	\$1.	.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
13	9314 8699 0430 0104 4281 31	Debra Kay Pimera P.O. Box 28504 Austin TX 78755	\$1.	.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
14	9314 8699 0430 0104 4281 48	Devon Energy Production Company, LP 333 West Sheridan Avenue Oklahoma City OK 73102	\$1.	.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
15	9314 8699 0430 0104 4281 55	Dorchester Minerals, LP 3838 Oak Lawn Ave, Suite 300 Dallas TX 75219	\$1.	.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice

Karlene Schuman Modrall Sperling Roehl Harris & Sisk P.A. 500 Fourth Street, Suite 1000 Albuquerque NM 87102

### **PS Form 3877**

### Type of Mailing: CERTIFIED MAIL 02/15/2023

Firm Mailing Book ID: 241154

Line	USPS Article Number	Name, Street, City, State, Zip		Postage	Service Fee	RR Fee	Rest.Del.Fee	Reference Contents
16	9314 8699 0430 0104 4281 62	Easterling New Mexico Minerals, LLC 10 Wind Road Albuquerque NM 87120		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
17	9314 8699 0430 0104 4281 79	ELR Minerals, LLC 5320 Sandywood Ct Carmichael CA 95608		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
18	9314 8699 0430 0104 4281 86	Fortis Minerals II, LLC P.O. Box 470788 Fort Worth TX 76147		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
19	9314 8699 0430 0104 4281 93	GGM Exploration, Inc. P.O. Box 123610 Fort Worth TX 76121		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
20	9314 8699 0430 0104 4282 09	Hamilton Royalty Company II, LLC 420 Throckmortin St, Suite 1150 Fort Worth TX 76102		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
21	9314 8699 0430 0104 4282 16	Harry A. Miller, III 1402 Foxwood Cove Austin TX 78704	SUQUERC	\$1.50 DUE, NMB	\$4.15	\$2.10	\$0.00	81363.0213. Notice
22	9314 8699 0430 0104 4282 23	KMF Land, LLC 1401 Lawrence Street, Suite 1750 Denver CO 80202	1 A A		\$4.15	\$2.10	\$0.00	81363.0213. Notice
23	9314 8699 0430 0104 4282 30	Lance Sears Easterling P.O. Box 674 Columbus TX 78934	FEB 1	\$1.5023	\$4.15	\$2.10	\$0.00	81363.0213. Notice
24	9314 8699 0430 0104 4282 47	Margaret Anne Miller Carrico 2705 Bee Caves Road, Suite 120 Austin TX 78746	MAINOR	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
25	9314 8699 0430 0104 4282 54	Margi Fort Bruns 10316 Country Manor Pl Albuquerque NM 87114		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
26	9314 8699 0430 0104 4282 61	Momentum Minerals Operating, LP. for life Ellen Madera, Carroll Brooker, remainderm: 750 Town & Country Blvd, Suite 420 Houston TX 77024	of Lela a	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
27	9314 8699 0430 0104 4282 78	MSH Family Real Estate Partnership II, LP 4143 Maple Avenue, Suite 500 Dallas TX 75219		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
28	9314 8699 0430 0104 4282 85	Overland Resources, LLC P.O. Box 294 Conroe TX 77305		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
29	9314 8699 0430 0104 4282 92	Pegasus Resources, LLC 2821 West 7th Street, Suite 500 Fort Worth TX 76107		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
30	9314 8699 0430 0104 4283 08	Penasco Petroleum, LLC P.O. Box 2292 Roswell NM 88202		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice

Karlene Schuman Modrall Sperling Roehl Harris & Sisk P.A. 500 Fourth Street, Suite 1000 Albuquerque NM 87102

### **PS Form 3877**

### Type of Mailing: CERTIFIED MAIL 02/15/2023

Firm Mailing Book ID: 241154

Line	USPS Article Number	Name, Street, City, State, Zip	Postage	Service Fee	RR Fee	Rest.Del.Fee	Reference Contents
31	9314 8699 0430 0104 4283 15	Rfort Mineral Properties, LLC 9716 Admiral Emerson Ave Albuquerque NM 87111	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
32	9314 8699 0430 0104 4283 22	Ricky Don Raindl P.O. Box 142454 Erving TX 75014	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
33	9314 8699 0430 0104 4283 39	Riverbend Oil & Gas IX Investments, LLC 500 Dallas Street, Suite 1250 Houston TX 77002	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
34	9314 8699 0430 0104 4283 46	CrownRock Minerals LP, Robert H. Northington Life Estate, remainderman P.O. Box 1497 Marble Falls TX 78654	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
35	9314 8699 0430 0104 4283 53	Robert Mitchell Raindl P.O. Box 853 Tahoka TX 79373	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
36	9314 8699 0430 0104 4283 60	Rolla R. Hinkle, III P.O. Box 2292 Roswell NM 88202	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
37	9314 8699 0430 0104 4283 77	Ross Easterling Mineral Holdings, LLC 1625 Train Dr	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
38	9314 8699 0430 0104 4283 84	Russell H Wickman P.O. Box 10047 Midland TX 79702	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
39	9314 8699 0430 0104 4283 91	Santa Elena Minerals IV, LLC 2821 West 7th Street, Suite 500 Fort Worth TX 76107	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
40	9314 8699 0430 0104 4284 07	SMP Sidecar Titan Mineral Holdings, LP 4143 Maple Avenue, Suite 500 Dallas TX 75219	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
41	9314 8699 0430 0104 4284 14	SMP Titan Flex, LP 4143 Maple Avenue, Suite 500 Dallas TX 75219	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
42	9314 8699 0430 0104 4284 21	SMP Titan Mineral Holdings, LP 4143 Maple Avenue, Suite 500 Dallas TX 75219	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
43	9314 8699 0430 0104 4284 38	Susan Ross Easterling Swaim P.O. Box 1014 Truth or Consequen NM 87901	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
44	9314 8699 0430 0104 4284 45	Talon Oil & Gas III, LLC 3131 McKinney Ave, Suite 750 Dallas TX 75204	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
45	9314 8699 0430 0104 4284 52	The United States of America 301 Dinosaur Trl Santa Fe NM 87508	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice

Karlene Schuman Modrall Sperling Rochl Harris & Sisk P.A. 500 Fourth Street, Suite 1000 Albuquerque NM 87102

### **PS Form 3877**

### Type of Mailing: CERTIFIED MAIL 02/15/2023

Firm Mailing Book ID: 241154

Line	USPS Article Number	Name, Street, City, State, Zip		Postage	Service Fee	RR Fee	Rest.Del.Fee	Reference Contents
46	9314 8699 0430 0104 4284 69	Tommy L. Fort P.O. Box 5356 Midland TX 79704		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
47	9314 8699 0430 0104 4284 76	Ventura Oil & Gas, LLC 308 N Colorado, Suite 200 Midland TX 79701		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
48	9314 8699 0430 0104 4284 83	Viper Energy Partners, LLC 500 W Texas Avenue, Suite 1200 Midland TX 79701		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
49	9314 8699 0430 0104 4284 90	WilderPan, LLC P.O. Box 50088 Midland TX 79710		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
50	9314 8699 0430 0104 4285 06	Brigham Minerals, LLC 5914 W. Courtyard Drive, Suite 200 Austin TX 78370		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
51	9314 8699 0430 0104 4285 13	Enerstar Resources Oil & Gas, LLC P.O. Box 606 Carlsbad NM 88220	JERQUE, NM &	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
52	9314 8699 0430 0104 4285 20	James Baker Oil & Gas 11065 Fern Hollow	FB 15 2023	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
53	9314 8699 0430 0104 4285 37	LJA Charitable Investments, LLC 850 New Burton Road, Suite 201 Dover DE 19904	EB 12 SOS	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
54	9314 8699 0430 0104 4285 44		MAIN OFFICE US	\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
55	9314 8699 0430 0104 4285 51	Santa Elena Minerals IV, LP 400 W Illinois Ave, Suite 1300 Midland TX 79701		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
56	9314 8699 0430 0104 4285 68	Shogoil and Gas Co. II, LLC P.O. Box 29450 Santa Fe NM 87592		\$1.50	\$4.15	\$2.10	\$0.00	81363.0213. Notice
			Totals:	\$84.00	\$232.40	\$117.60	\$0.00	
					Grand	Total:	\$434.00	

List Number of Pieces Listed by Sender Total Number of Pieces Received at Post Office Postmaster: Name of receiving employee

Dated:

Form 3160-5 (June 2019)

### UNITED STATES DEPARTMENT OF THE INTERIOR

FORM APPROVED
OMB No. 1004-0137
Expires: October 31, 2021

BUREAU OF LAND MANAGEMENT	5. Lease Seri

Do not use this f	OTICES AND REPO form for proposals to Use Form 3160-3 (Al	6. If Indian, Allottee or	6. If Indian, Allottee or Tribe Name		
	TRIPLICATE - Other instru		<u></u>	7. If Unit of CA/Agreer	ment, Name and/or No.
1. Type of Well					
Oil Well Gas W	/ell Other	8. Well Name and No.			
2. Name of Operator		9. API Well No.			
3a. Address		10. Field and Pool or E	xploratory Area		
4. Location of Well (Footage, Sec., T.,R	.,M., or Survey Description)	11. Country or Parish, S	State		
12. CHE	CK THE APPROPRIATE BO	OX(ES) TO INDICA	TE NATURE OF N	NOTICE, REPORT OR OTHI	ER DATA
TYPE OF SUBMISSION			ТҮРЕ О	ACTION	
Notice of Intent  Subsequent Report	Acidize Alter Casing Casing Repair	Deepen Hydraulic New Const	Fracturing	Production (Start/Resume) Reclamation Recomplete	Water Shut-Off Well Integrity Other
Final Abandonment Notice	Change Plans Convert to Injection	Plug and A Plug Back	=	Temporarily Abandon Water Disposal	
is ready for final inspection.)	nces must be med only after a	an requirements, inci	uding reciamation	, nave been completed and un	e operator has detennined that the site
14. I hereby certify that the foregoing is	true and correct. Name (Prin				
Signature A.	M.	Date			
	THE SPACE	FOR FEDERA	L OR STATE	OFICE USE	
Approved by  Conditions of approval, if any, are attackertify that the applicant holds legal or expressions.	equitable title to those rights i		Title Office	D	ate
which would entitle the applicant to con  Title 18 U.S.C Section 1001 and Title 43 any false, fictitious or fraudulent statement	3 U.S.C Section 1212, make i			l willfully to make to any dep	artment or agency of the United States

(Instructions on page 2)

### **Additional Information**

### **Batch Well Data**

COLOSSUS 18-19 WA FED COM 1H, US Well Number: 3002549531, Case Number: NMNM104706, Lease Number: NMNM104706, Operator: MARATHON OIL PERMIAN LLC

COLOSSUS 18-19 TB FED COM 2H, US Well Number: 3002549529, Case Number: NMNM104706, Lease Number: NMNM104706, Operator: MARATHON OIL PERMIAN LLC

COLOSSUS 18-19 TB FED COM 3H, US Well Number: 3002549530, Case Number: NMNM104706, Lease Number: NMNM104706, Operator: MARATHON OIL PERMIAN LLC

Marathon Oil Permian LLC is requesting to surface commingle which will fall under 43 CFR 3173.14(a)(1). Please see below for details:

- 43 CFR 3173.14 (a)(1)(iii) The proposed commingling includes production from more than one: Federal unit PA or CA where each unit PA or CA proposed for commingling has the same proportion of Federal interest, and which interest is subject to the same fixed royalty rate and revenue distribution.
- 1) The CAA will not negatively affect the royalty revenue of the federal government.
- 2) List of Leases, Unit PA, or CAs in the proposed CAA.

Well Name	API	CA Lease	Production to Commingle	Federal Royalty Rates	Distribution
Colossus 18-19 WA Federal Com 1H	30-025-49531	Pending Approval (Jabalina; Wolfcamp SW) E2 Sec.18-T26S-R35E & E2 Sec.19-T26S-R35E	OIL, GAS	12.5%	50% Fed; 50% State
Colossus 18-19 TB Federal Com 2H	30-025-49529	Pending Approval (WC-025 G-08 S263412K; Bone Spring) E2 Sec.18-T26S-R35E & E2 Sec.19-T26S-R35E	OIL, GAS	12.5%	50% Fed; 50% State
Colossus 18-19 TB Federal Com 3H	30-025-49530	Pending Approval (BS) (WC-025 G-08 S263412K; Bone Spring) E2 Sec.18-T26S-R35E & E2 Sec.19-T26S-R35E	OIL, GAS	12.5%	50% Fed; 50% State

MASS Serial Register Pages are attached.

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**Serial Number** 

01 12-22-1987;101STAT1330;30USC181 ET SEQ Case Type 312021: O&G LSE COMP PD -1987

Commodity 459: OIL & GAS Case Disposition: AUTHORIZED

Total Acres: 645.600

NMNM 093223

Case File Juris:

Serial Number:	NMNM 093223		
Int Rel	% Interest		

Name & Address					Int Rel	% Interest
BLACK ROCK CAPITAL INC	16623 CANTRELL RD STE 18	LITTLE ROCK	AR	722234247	LESSEE	50.000000000
BLACK SHALE MINERALS LLC	5006 STATE HIGHWAY 31 N	LONGVIEW	TX	75603	OPERATING RIGHTS	0.000000000
CHEVRON MIDCONTINENT LP	6301 DEAUVILLE	MIDLAND	TX	797062964	OPERATING RIGHTS	0.000000000
MARATHON OIL PERMIAN LLC	990 TOWN AND COUNTRY BLVD	HOUSTON	TX	77024	OPERATING RIGHTS	0.000000000
MARATHON OIL PERMIAN LLC	990 TOWN AND COUNTRY BLVD	HOUSTON	TX	77024	LESSEE	50.000000000

Serial Number: NMNM-- - 093223 Mer Twp Rng Sec SType **Suff Subdivision District/Field Office** County Mgmt Agency Nr 0260S 0350E 018 LOTS 3,4; CARLSBAD FIELD OFFICE LEA BUREAU OF LAND MGMT 23 E2SW,SE; CARLSBAD FIELD OFFICE BUREAU OF LAND MGMT 0260S 0350E 018 ALIQ LEA 23 23 0260S 0350E 019 LOTS 1,2,3,4; CARLSBAD FIELD OFFICE LEA **BUREAU OF LAND MGMT** 0260S 0350E 23 019 ALIO E2W2; CARLSBAD FIELD OFFICE LEA BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands Serial Number: NMNM-- - 093223

Serial Number: NMNM-- - 093223

Act Date	Act Code	e Action Txt	Action Remarks	Pending Off
4/19/1994	387	CASE ESTABLISHED	9404074;	
4/20/1994	191	SALE HELD		
4/20/1994	267	BID RECEIVED	\$584630.00;	
4/20/1994	392	MONIES RECEIVED	\$1292.00;	
4/28/1994	392	MONIES RECEIVED	\$583338.00;	
5/20/1994	237	LEASE ISSUED		
5/20/1994	974	AUTOMATED RECORD VERIF	DGT/MV	
5/27/1994	600	RECORDS NOTED		
6/01/1994	496	FUND CODE	05;145003	
6/01/1994	530	RLTY RATE - 12 1/2%		
6/01/1994	868	EFFECTIVE DATE		
6/16/1994	963	CASE MICROFILMED/SCANNED	LFP	
6/23/1994	111	RENTAL RECEIVED	\$969.00;11/MULTIPLE	

Run Date/Time: 1/6/2023 12:31 PM (MASS) Serial Register Page Page 2 Of 5
Serial Number: NMNM-- - 093223

				Serial Number: NMNM 093223
Act Date	Act Code	e Action Txt	Action Remarks	Pending Off
08/08/1994	140	ASGN FILED	CASAGRANDA/SHOGRIN	
12/14/1994	139	ASGN APPROVED	EFF 09/01/94;	
12/14/1994	974	AUTOMATED RECORD VERIF	BTM/BTM	
05/12/1995	084	RENTAL RECEIVED BY ONRR	\$969.00;21/000000333	
05/20/1996	084	RENTAL RECEIVED BY ONRR	\$969.00;21/000000340	
05/28/1997	084	RENTAL RECEIVED BY ONRR	\$969.00;21/000000345	
03/31/1998	084	RENTAL RECEIVED BY ONRR	\$969.00;21/000000011	
05/10/1999	084	RENTAL RECEIVED BY ONRR	\$1,292.00;21/00000000	
04/20/2000	084	RENTAL RECEIVED BY ONRR	\$1292;21/17	
06/06/2000	140	ASGN FILED	CASAGRANDA/DOLLY	
07/11/2000	899	TRF OF ORR FILED		
08/04/2000	139	ASGN APPROVED	EFF 07/01/00;	
08/04/2000	974	AUTOMATED RECORD VERIF	JLV	
05/02/2001	084	RENTAL RECEIVED BY ONRR	\$1292;21/8	
03/24/2003	940	NAME CHANGE RECOGNIZED	DOLLY PETRO/JUMBOAMER	
05/23/2003	140	ASGN FILED	SHOGOIL AND GAS CO;1	
05/23/2003	140	ASGN FILED	ESTATE OF FRANK L S;1	
08/06/2003	139	ASGN APPROVED	EFF 06/01/03;2	
08/06/2003	139	ASGN APPROVED	1EFF 06/01/03;1	
08/06/2003	974	AUTOMATED RECORD VERIF	MV	
11/28/2003	376	BOND FILED	JUMBO PET CORP	
12/05/2003	909	BOND ACCEPTED	NMB000134;JUMBO PET	
12/05/2003	974	AUTOMATED RECORD VERIF	KAT	
05/20/2004	899	TRF OF ORR FILED	JUMBO AMER/B MITCHELL	
05/31/2004	235	EXTENDED	THRU 05/31/2006;	
10/23/2004	974	AUTOMATED RECORD VERIF	LBO	
12/13/2004	899	TRF OF ORR FILED	2	
12/13/2004	899	TRF OF ORR FILED	1	
02/12/2005	650	HELD BY PROD - ACTUAL	/1/	
08/29/2005	643	PRODUCTION DETERMINATION	/1/	
08/29/2005	658	MEMO OF 1ST PROD-ACTUAL	/1/#1 MADERA 19 FED;	
11/02/2005	899	TRF OF ORR FILED	3	
11/02/2005	899	TRF OF ORR FILED	4	
11/02/2005	899	TRF OF ORR FILED	1	
11/02/2005	899	TRF OF ORR FILED	2	
04/27/2009	140	ASGN FILED	JUMBO AME/ZEBREX AM;1	
05/29/2009	140	ASGN FILED	ZEBREX AM/SHACKELFO;1	
05/29/2009	140	ASGN FILED	CLEO AMER/SHACKELFO;1	
05/29/2009	140	ASGN FILED	JUMBO AME/SHACKELFO;1	

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Serial Number: NMNM-- - 093223

				Serial Number: NMNM 093223
Act Date	Act Code	Action Txt	Action Remarks	Pending Off
06/30/2009	974	AUTOMATED RECORD VERIF	ANN	
08/25/2009	974	AUTOMATED RECORD VERIF	ANN	
09/22/2009	104	ADDTL INFO RQSTD	CORR 04/27/09 RT;	
09/22/2009	974	AUTOMATED RECORD VERIF	MV	
10/07/2009	103	ADDTL INFO RECD	04/27/09 RT;	
10/15/2009	139	ASGN APPROVED	EFF 05/01/09	
10/15/2009	974	AUTOMATED RECORD VERIF	MV	
10/21/2009	139	ASGN APPROVED	EFF 06/01/09;3	
10/21/2009	139	ASGN APPROVED	EFF 06/01/09;2	
10/21/2009	139	ASGN APPROVED	EFF 06/01/09;1	
10/21/2009	974	AUTOMATED RECORD VERIF	ANN	
04/12/2010	899	TRF OF ORR FILED	1	
10/18/2010	899	TRF OF ORR FILED	1	
06/17/2011	140	ASGN FILED	SHACKELFO/BLACK ROC;1	
08/04/2011	139	ASGN APPROVED	EFF 07/01/11;	
08/04/2011	974	AUTOMATED RECORD VERIF	RAYO/RAYO	
04/27/2012	932	TRF OPER RGTS FILED	BLACK ROC/RMR OPERA;1	
05/02/2012	940	NAME CHANGE RECOGNIZED	BLACKROCK/BLACKROCKCA	
05/02/2012	974	AUTOMATED RECORD VERIF	ANN	
07/19/2012	933	TRF OPER RGTS APPROVED	EFF 05/01/12;	
07/19/2012	974	AUTOMATED RECORD VERIF	LR	
08/03/2015	140	ASGN FILED	BLACK ROC/BLACK SHA;1	
08/03/2015	932	TRF OPER RGTS FILED	RMR OPERA/BLACK SHA;1	
08/03/2015	932	TRF OPER RGTS FILED	BLACK ROC/BLACK SHA;1	
08/03/2015	932	TRF OPER RGTS FILED	BLACK ROC/CHEVRON M;1	
09/10/2015	139	ASGN APPROVED	EFF 09/01/15;	
09/10/2015	933	TRF OPER RGTS APPROVED	EFF 09/01/15;4	
09/10/2015	933	TRF OPER RGTS APPROVED	EFF 09/01/15;1	
09/10/2015	933	TRF OPER RGTS APPROVED	EFF 09/01/15;2	
09/10/2015	933	TRF OPER RGTS APPROVED	EFF 09/01/15;3	
03/08/2016	066	BANKRUPTCY FILED	RMR OPERATING LLC	
03/08/2016	066	BANKRUPTCY FILED	BLACK ROCK CAPITAL IN	
06/06/2016	140	ASGN FILED	BLACK SHA/BLACK MOU;1	
08/04/2016	139	ASGN APPROVED	EFF 07/01/16;	
08/04/2016	974	AUTOMATED RECORD VERIF	MJD	
08/05/2016	932	TRF OPER RGTS FILED	BLACK SAH/BLACK MOU;1	
10/26/2016	932	TRF OPER RGTS FILED	BLACK SHA/BLACK MOU;1	
11/23/2016	932	TRF OPER RGTS FILED	RMR OPERA/BLACK MOU;1	
11/23/2016	932	TRF OPER RGTS FILED	BLACK ROC/BLACK MOU;1	

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Page 4 Of 5
Serial Number: NMNM-- - 093223

				Seriai Number: Nivinivi 093223		
Act Date	Act Co	de Action Txt	Action Remarks	Pending Off		
12/16/2016	933	TRF OPER RGTS APPROVED	EFF 11/01/16;			
12/16/2016	974	AUTOMATED RECORD VERIF	JA			
01/23/2017	933	TRF OPER RGTS APPROVED	EFF 09/01/16;			
01/23/2017	974	AUTOMATED RECORD VERIF	DME			
01/24/2017	933	TRF OPER RGTS APPROVED	EFF 12/01/16;1			
01/24/2017	933	TRF OPER RGTS APPROVED	EFF 12/01/16;2			
01/24/2017	974	AUTOMATED RECORD VERIF	EMR			
02/14/2017	932	TRF OPER RGTS FILED	BLACK MOU/TALON OIL;1			
03/09/2017	933	TRF OPER RGTS APPROVED	EFF 03/01/17;			
03/09/2017	974	AUTOMATED RECORD VERIF	RCC			
07/24/2017	932	TRF OPER RGTS FILED	BLACK MOU/MARATHON;1			
07/24/2017	932	TRF OPER RGTS FILED	TALON OIL/MARATHON;1			
08/25/2017	933	TRF OPER RGTS APPROVED	EFF 08/01/17;			
08/25/2017	974	AUTOMATED RECORD VERIF	RCC			
08/29/2017	933	TRF OPER RGTS APPROVED	EFF 08/01/17;			
08/29/2017	974	AUTOMATED RECORD VERIF	RCC			
02/14/2018	140	ASGN FILED	BLACK MOU/MARATHON;1			
03/15/2018	139	ASGN APPROVED	EFF 03/01/18;			
03/15/2018	974	AUTOMATED RECORD VERIF	RCC			
06/24/2019	899	TRF OF ORR FILED	1			
06/24/2019	899	TRF OF ORR FILED	5			
06/24/2019	899	TRF OF ORR FILED	4			
06/24/2019	899	TRF OF ORR FILED	2			
06/24/2019	899	TRF OF ORR FILED	3			
08/19/2019	899	TRF OF ORR FILED	1			
10/17/2019	899	TRF OF ORR FILED	1			
04/16/2020	899	TRF OF ORR FILED	1			
04/16/2020	899	TRF OF ORR FILED	2			

Line Number	Remark Text	Serial Number: NMNM 093223
0002	BONDED OPERATORS/LESSEES/TRANSFEREES:	
0003	10/15/2009 - JUMBO NMB000134/SW	
0004	08/04/2011 - JUMBO AMERICAN PETR CORP NMB000134 S/W	
0005	SHACKELFOR OIL CO NM2156 S/W	
0006	07/19/2012 - RMR OPERATING LLC NMB000818 INDIVIDUAL	
0007	RMR OPER LLC NMB000818 INDV BOND \$50K	
0008	01/23/2017 BLACK MTN OPTG LLC BONDED NMB001326 SW	
0009	03/09/17 - BONDED OPERATOR NMB001326 SW	

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Line Number Remark Text Serial Number: NMNM-- - 093223

0010 08/25/2017 - MARATHON WYB002107 NW;

Run Date/Time: 1/6/2023 12:27 PM (MASS) Serial Register Page Page 1 Of 3

Serial Number Total Acres:

NMNM 104706

01 12-22-1987;101STAT1330;30USC181 ET SEQ Case Type 312021: O&G LSE COMP PD -1987

Commodity 459: OIL & GAS Case Disposition: AUTHORIZED

Case File Juris:

Serial Number: NMNM-- - 104706

681.600

				_		
Name & Address					Int Rel	% Interest
SHARBRO OIL LTD CO	PO BOX 840	ARTESIA	NM	882110840	LESSEE	4.000000000
TITUS OIL AND GAS PRODUCTION II LLC	100 THROCKMORTON ST STE 1630	FORT WORTH	TX	761022846	LESSEE	76.000000000
TITUS OIL AND GAS PRODUCTION II LLC	100 THROCKMORTON ST STE 1630	FORT WORTH	TX	761022846	OPERATING RIGHTS	0.000000000
OXY Y-1 CO	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	OPERATING RIGHTS	0.000000000
SHARBRO OIL LTD CO	PO BOX 840	ARTESIA	NM	882110840	OPERATING RIGHTS	0.000000000
OXY Y-1 CO	5 GREENWAY PLZ STE 110	HOUSTON	TX	770460521	LESSEE	20.000000000

Serial Number: NMNM-- - 104706 **Suff Subdivision** Mer Twp Rng Sec SType **District/ Field Office** County Mgmt Agency Nr 0260S 0350E 017 ALIQ W2; CARLSBAD FIELD OFFICE LEA BUREAU OF LAND MGMT 23 CARLSBAD FIELD OFFICE LEA **BUREAU OF LAND MGMT** 23 0260S 0350E 018 LOTS 1,2; NE,E2NW; CARLSBAD FIELD OFFICE **BUREAU OF LAND MGMT** 23 0260S 0350E 018 ALIQ LEA 0260S 0350E SENE; CARLSBAD FIELD OFFICE LEA BUREAU OF LAND MGMT 23 030 ALIQ

Relinquished/Withdrawn Lands Serial Number: NMNM-- - 104706

Serial Number: NMNM-- - 104706

Act Date	Act Code	Action Txt	Action Remarks	Pending Off
04/18/2000	387	CASE ESTABLISHED	200004160	
04/19/2000	191	SALE HELD		
04/19/2000	267	BID RECEIVED	\$150232.00;	
04/19/2000	392	MONIES RECEIVED	\$150232.00;	
05/30/2000	237	LEASE ISSUED		
05/30/2000	974	AUTOMATED RECORD VERIF	BCO	
06/01/2000	496	FUND CODE	05;145003	
06/01/2000	530	RLTY RATE - 12 1/2%		
06/01/2000	868	EFFECTIVE DATE		
07/13/2000	084	RENTAL RECEIVED BY ONRR	\$1068;11/MULTIPLE	
04/16/2001	084	RENTAL RECEIVED BY ONRR	\$1068;21/994	
01/17/2002	963	CASE MICROFILMED/SCANNED		

Run Date/Time: 1/6/2023 12:27 PM (MASS) Serial Register Page Page 2 Of 3

Serial Number: NMNM-- - 104706

				Serial Number: NMNM 104706
Act Date	Act Code	Action Txt	Action Remarks	Pending Off
04/01/2010	677	SUS OPS OR PROD/PMT REQD		
04/13/2010	673	SUS OPS/PROD APLN FILED		
05/20/2010	974	AUTOMATED RECORD VERIF	ВСО	
06/15/2010	235	EXTENDED	THRU 08/15/2012;	
06/15/2010	678	SUSP LIFTED		
07/02/2010	140	ASGN FILED	YATES DRI/YATES PET;1	
08/27/2010	140	ASGN FILED	MYCO INDU/SHARBRO O;1	
11/03/2010	238	LEASE MODIFIED-AMENDED	ACREAGE CORRECTED;	
11/03/2010	379	REFUND AUTHORIZED	\$525.00;	
11/16/2010	379	REFUND AUTHORIZED	\$6,330.00;	
01/05/2011	650	HELD BY PROD - ACTUAL	/1/	
01/14/2011	974	AUTOMATED RECORD VERIF	BCO	
02/24/2011	643	PRODUCTION DETERMINATION	/1/	
02/24/2011	658	MEMO OF 1ST PROD-ACTUAL	/1/#1H RNEGAD BPG;	
05/12/2011	940	NAME CHANGE RECOGNIZED	YATES DRL CO/OXY Y-1	
05/13/2011	139	ASGN APPROVED	EFF 08/01/10;	
05/13/2011	974	AUTOMATED RECORD VERIF	MV	
06/14/2011	139	ASGN APPROVED	EFF 09/01/10;	
06/14/2011	974	AUTOMATED RECORD VERIF	LBO	
10/20/2016	932	TRF OPER RGTS FILED	YATES IND/EOG RESOU;1	
12/01/2016	817	MERGER RECOGNIZED	YATES PETRO/EOG Y RES	
12/01/2016	940	NAME CHANGE RECOGNIZED	ABO PETRO/EOG A RESOU	
12/01/2016	940	NAME CHANGE RECOGNIZED	MYCO INDUST/EOG M RES	
01/23/2017	933	TRF OPER RGTS APPROVED	EFF 11/01/16;	
01/23/2017	974	AUTOMATED RECORD VERIF	MJD	
11/29/2018	932	TRF OPER RGTS FILED	OXY Y-1/DEVON ENERG;1	
01/01/2019	817	MERGER RECOGNIZED	EOG Y/EOG RESOURCE IN	
01/01/2019	817	MERGER RECOGNIZED	EOG RES ASSET/EOG RE	
01/01/2019	817	MERGER RECOGNIZED	EOG A/EOG RESOURCE IN	
01/01/2019	817	MERGER RECOGNIZED	EOG M/EOG RESOURCE IN	
04/22/2019	933	TRF OPER RGTS APPROVED	EFF 12/01/18;	
04/22/2019	974	AUTOMATED RECORD VERIF	PM	
05/09/2019	899	TRF OF ORR FILED	1	
05/09/2019	932	TRF OPER RGTS FILED	TITUS OIL/DEVON ENE;1	
08/12/2019	933	TRF OPER RGTS APPROVED	EFF 06/01/19;	
08/12/2019	974	AUTOMATED RECORD VERIF	AMV	
01/09/2020	140	ASGN FILED	EOG RESOU/TITUS OIL;1	
01/09/2020	932	TRF OPER RGTS FILED	EOG RESOU/TITUS OIL;1	
11/16/2020	139	ASGN APPROVED	EFF 02/01/20;	

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Act Date	Act Co	de Action Txt	Action Remarks	Pending Off
11/16/2020	933	TRF OPER RGTS APPROVED	EFF 02/01/20;	
11/16/2020	974	AUTOMATED RECORD VERIF	КВ	

Line Number	Remark Text	Serial Number: NMNM 104706
0002	05/13/11 YATES BONDED LESSEE NMB000434/NW	
0003	01/23/17 - TRANSFEREE BONDED EOG RESOURCES NM2308 NW	
0004	08/12/19 - DEVON ENERGY PROD CO LP NMB000801 S/W NM	
0005	11/16/20 DENIED OR AND RT INCORRECT PERCENTAGE	
0006		
0007	12/08/2020 - OPERATING RIGHTS ADJUDICATED;	
0008	SEE WORKSHEET.	
0009		

3) Proposed Allocation

### 3a) OIL ALLOCATION METHODOLOGY

Each well has a Coriolis meter at the three-phase separator that measures oil produced by the well. This volume is used to determine the theoretical percentage each well produced and is used to allocate Calculated Production and Total Sales Volumes back to each well.

- a) Theoretical % of production for each well is calculated by dividing each oil meter volume by the sum of the oil meters.
- b) Total Production of the facility is calculated by adding Ending Inventory plus LACT Sales Meter (FMP) minus Beginning Inventory.
- c) Total Available Sale is calculated by adding Total Production plus Beginning Inventory.
- d) Theoretical % for each well is multiplied by the Total Production and Total Available Sales.
- e) Total Oil Sales is oil measured through the LACT Sales (FMP) meter. Volumes are verified with the LACT tickets.
- f) Beginning Inventory comes from previous accounting period's Closing Inventory for each well.
- g) Ending Inventory is calculated by measuring the height of oil in the tanks. Ending Inventory for each well is calculated by multiplying the Theoretical % of Production by total of ending inventory.

#### **GAS ALLOCATION**

Each well has an orifice meter and a gas lift meter. The facility has a Sales meter (FMP) that measures volume of gas before it leaves the facility.

- a) Net Well Production is base amount of production not used for gas lift and is calculated by subtracting Gas Lift (GL) metered volume from the Orifice meter readings.
- b) Theoretical % used for the allocation is calculated by dividing the Net Well Production Volume for each well into the sum of the total Net Well Production.
- c) Net Facility Gas (FMP) is volume of gas sold for royalty purposes and is measured with a meter as it leaves the facility. This volume is verified with purchaser statements.
- d) Theoretical % for each well is multiplied by the Net Facility Gas (FMP) to determine Sales, Lease Fuel for each well.
- e) Lease Use is the volume of gas used by the equipment on the facility.
- f) Gas used to run other equipment is measured via an orifice meter. Total Lease Use gas is allocated to the well based on the wells Theoretical %.
- g) HP Flare is volume of gas flared from the facility, allocated to wells by Theoretical % for each well times the Flare Meter volume.
- h) Individual Compressor usage is based on manufacturer's usage rate applied to compressor run time. Total Compressor Use is calculated by adding Individual Compressor Usage and allocated to wells by Theoretical %.
- i) Allocated Production is all gas produced by the facility and is calculated by adding Net Facility Gas plus HP Flare plus Lease Use.

### WATER ALLOCATION

Each well has a mag meter at the three-phase separator that measures the volume of water produced by the well.

a) Water Production is the volume of water measured at the mag meter.

- 3c) All allocation meters will meet FMP Regulations as per Subpart 3174 and Subpart 3175.
- 3d) No other operators is involved in this commingle request.

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#### **Oil Allocation Examples**

Manually Entered Metered Volumes from Meter Statements and Tank Inventories from Gauged Tanks Allocated Volumes for reporting on OGOR

#### ALLOCATION METHODOLOGY USED TO DETERMINE ALLOCATED PRODUCTION AND SALES TO EACH WELL

THEORETICAL % OF PRODUCTION
ALLOCATED WELL PRODUCTION
ALLOCATED AVAILABLE SALES
THEORETICAL % OF AVAILABLE SALES

ALLOCATED SALES
TOTAL PRODUCTION
TOTAL AVAILABLE SALES
LACT SALES METER (FMP)
BEGINNING INVENTORY

ENDING INVENTORY

Measures Volume of oil from the separator on each individual well used as basis for prorating Total Production and Ending Inventory to each well

Theoretical % is calculated by dividing Oil meter Volume for each well into sum of oil meters from the facility

Allocated total production for each well (Total Production \* Theoretical % of Production) Allocated available sales for each well (Allocated Well Production + Beginning Inventory) Allocation % of available sales for each well (Availabe Sales / Total Available for Sales) LACT Sales Meter (FMP) allocated to each well based on Theoretical % of Available Sales

Total Production is the theoretical production for the Facility, (LACT Sales + Ending Inventory - Beginning Inventory)

Formula to calculate total for sale on the facility (Total Production + Beginning Inventory)

Measures Volume of oil sold through FMP to purchaser

Inventory from previous accounting period's calculate ending inventories. In the Case of new Facility during any accounting period, open inventory equals zero

Theoretical % of production multiplied by combined volume from the oil tanks at Facility for each well

WELL NAME	OIL METER	THEORETICAL % OF PRODUCTION	ALLOCATED WELL PRODUCTION	ALLOCATED AVAILABLE SALES	THEORETICAL % OF AVAILABLE SALES	ALLOCATED SALES	BEGINNING INVENTORY	ENDING INVENTORY
Colossus 18-19 WA Fed Com 1H	8767.82	0.400610981	8427.23	8748.67	0.400139432	8334.61	321.44	414.55
Colossus 18-19 TB Fed Com 2H	8418.24	0.3846383	8091.23	8389.31	0.383703303	7992.26	298.08	398.02
Colossus 18-19 TB Fed Com 3H	4700.06	0.214750719	4517.48	4726.07	0.216157264	4502.40	208.59	222.22
FACILITY TOTALS	21886	1	21035.94	21864	1	20829.26	828	1034.79

 TOTAL PRODUCTION
 21036

 TOTAL AVAILABLE SALES
 21864

 LACT SALES METER (FMP)
 20829.26

 BEGINNING INVENTORY
 828

 ENDING INVENTORY
 1034.79

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#### **Gas Allocation Examples**

LEASE USE METER

TOTAL PRODUCTION

TOTAL COMPRESSOR USE

Manually Entered Metered Volumes from Meter Statements and Tank Inventories from Gauged Allocated Volumes for reproting on OGOR

#### ALLOCATION METHODOLOGY USED TO DETERMINE TOTAL NET CTB GAS VOLUME FOR CTB ROYALTY PURPOSES

ORIFICE METER Measures the gas from the separator on each individual well GL METER GAS LIFT Measures the volume of gas that was injected into the well for gas lift

NET WELL PRODUCTION Formula to calculate the volume of native gas the well produced (Orifice Meter - Gas Lift Meter)

THEORETICAL % Allocation % calculated by Net Well Production for each well divided by total Net Well Production for facility

NET FACILITY GAS (FMP) Facility Check meter, term used for meter that measures the volume of gas that leaves the facility, considered the FMP of the facility ALLOCATED SALES Allocation of Net Faciliy Gas to each well calculated by multiplying Nat Facility Gas times Theoretical %

LEASE USE METER Equipment on lease that uses gas produced by the facility to operate (heater, pilot)

ALLOCATED LEASE FUEL Allocation of Lease Use to each well calculated by multiplying Lease Use times Theoretical %

HP FL METER HIGH PRESSURE Measures the high pressure flare volumes from CTB ALLOCATED HP FLARE

776.13

4495

Allocation of HP Flare to each well calcualted by multiplying HP Flare Meter times Theoretical %

COMP USAGE

TOTAL COMPRESSOR USE Used to compress the gas prior to injection - calculated by adding each Compressor Usage COMPRESSOR USAGE

Amount of gas used per compressor calculated by mulitplying the number of days used times the manufactureres Usage Rate ALLOCATED COMPRESOR  $Allocation \ of \ Total \ Compressor \ Use \ to \ each \ well \ calculated \ by \ multiplying \ Total \ Compressor \ Use \ times \ Theoretical \ \%$ TOTAL PRODUCTION Total Gas produced from facility calculated by adding Net Facility Gas, HP Flare, Lease Use, and Compressor Use

ALLOCATED PRODUCTION Allocation of Total Production for each well calculated by multiplying Total Production by Theoretical %

WELL NAME	CA LEASE # PENDING E2 S.18-T26S-35E & E2 S.19-T26S-R35E	CA LEASE # PENDING W2E2 S.18-T26S-35E & W2E2 S.19-T26S-R35E	CA LEASE # PENDING E2E2 S.18-T26S-R35E & E2E2 S.19-T26S-R35E	ORIFICE METER READING	GAS LIFT METER READING	NET WELL PRODUCTION	THEORETICAL %	ALLOCATED SALES	ALLOCATED LEASE FUEL	ALLOCATED HP FLARE	ALLOCATED COMPRESSOR	ALLOCATIO PRODUCTIO
Colossus 18-19 WA Fed Com 1H	Х			23370.59	12569.96	10800.63	0.40	10143.88	314.06	200.89	1818.92	12478
Colossus 18-19 TB Fed Com 2H		Х		26364.98	14037.4	12327.58	0.46	11577.98	358.47	229.29	2076.07	14242
Colossus 18-19 TB Fed Com 3H			Х	14780.16	11217.37	3562.79	0.13	3346.15	103.60	66.27	600.01	4116
TOTALS				64516	37825	26691	1	25068	776	496	4495	30836
FACILITY METER NAME	METER READINGS			COMPRESSOR 1	COMPRESSOR 2							
NET FACILITY GAS (FMP)	25068		DAYS	31	31							
HP FLARE METER	496.44		USAGE RATE (MCFD)	35	110	Ī						

1085

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### **Water Allocation Examples**

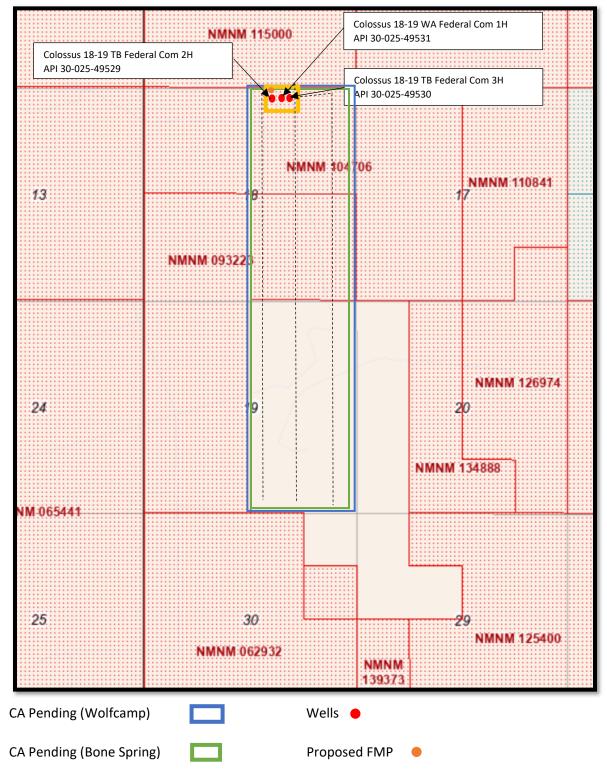
Manually Entered Metered Volumes from Meter Statements and Tank Inventories from Gauged Tanks
Allocated Volumes for reproting on OGOR

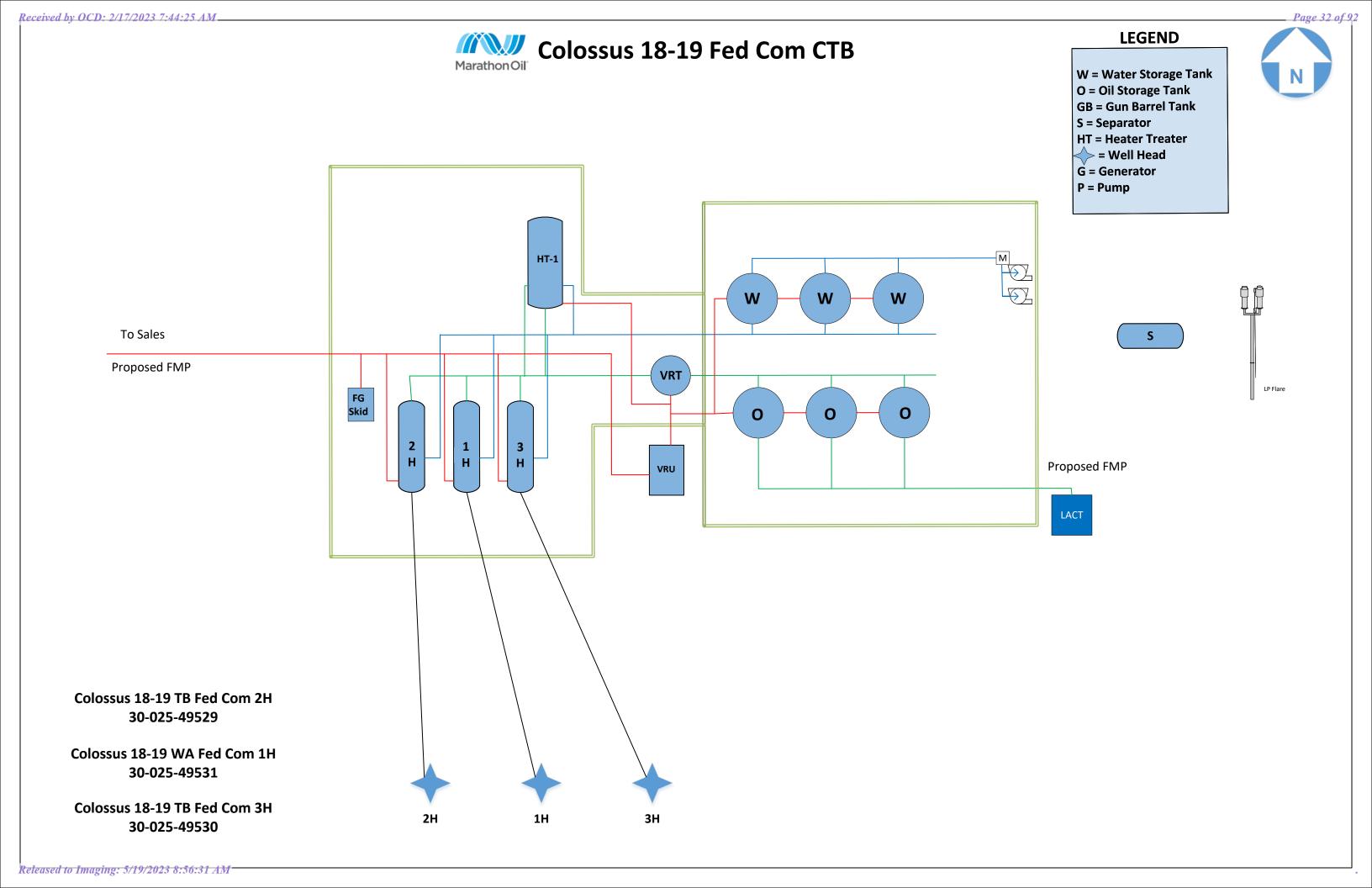
### ALLOCATION METHODOLOGY USED TO DETERMINE ALLOCATED WATER PRODUCTION AND WATER TRANSFERRED OFF THE CTB TO EACH WELL

WATER METER Measures Volume of water from the separator on each individual well used as basis for prorating CTB Allocated Production and Ending Tank Inventory to each well

WELL NAME	WATER METER
Colossus 18-19 WA Fed Com 1H	15447.5
Colossus 18-19 TB Fed Com 2H	14151.63
Colossus 18-19 TB Fed Com 3H	5043.41
FACILITY TOTALS	34643

### 4) Topographic Map (T26S-35E)

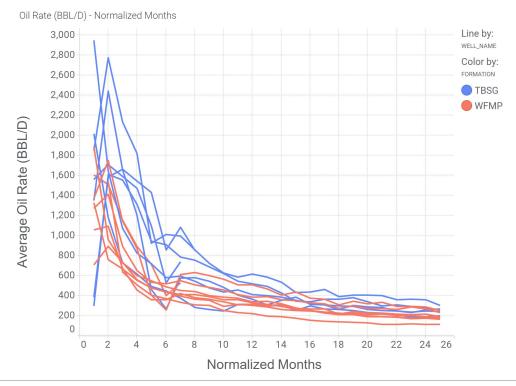




5) All CAs in the proposed CAA are capable of production in paying quantities. Please see attached Public Data Oil Rates and Oil Type Curves.

### Public Data Oil Rates per Bench (Monthly)

Ruby (2-26S-34E) and Billiken (6-26S-35E)

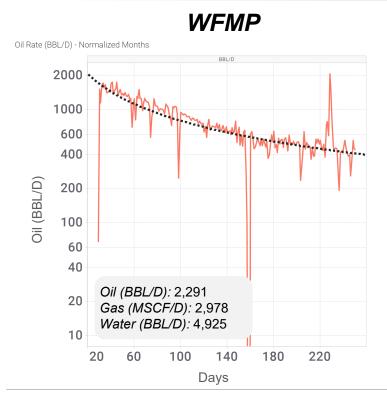


<sup>\*</sup>Normalized to 10,000' lateral length

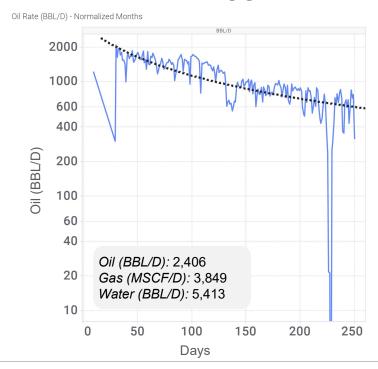


### **Oil Type Curve**

### Based on Ruby and Billiken Offsets









<sup>\*</sup>Normalized to 10,000' lateral length

- 6) Gas Analysis
  - a. Not Required since applying CAA under 3173.14(a)(1)
- 7) All proposed FMPs are located on lease at the well pad.
- 8) No new surface disturbance is included as part of the proposed CAA.
- 9) Additional documentation as required under 3174.15 (f-j) relating to right of way grant applications:

### 3174.15(f)

Surface use plan not required since no new surface disturbance is proposed for the FMP and its associated facility is located on BLM-managed land within the boundaries of the CAs.

### 3174.15(g)

ROW Applications not required since no new surface disturbance is proposed for the FMP and its associated facility is located on-lease.

### 3174.15(h)

Written approval form surface-management agency is not required since no new surface disturbance is proposed for the FMP and its associated facilities are located on proposed CAA lease.

### 3174.15(i)

ROW grant application is not required since the proposed surface facility is not on Indian land.

### 3174.15(j)

No gas analysis required since applying under 3173.14(a)(1) – Please see Item 6 above.

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of November, 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:
  - E/2 of Section 18, Township 26 South, Range 35 East, and E/2 of Section 19, Township 26 South, Range 35 East, NMPM, Lea County, New Mexico
  - Containing **640.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the crude oil and associated natural gas hereafter referred to as "communitized substances," producible from such formation.
- 2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if

- any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Marathon Oil Permian LLC, 990 Town & Country Blvd., Houston, TX, 77024. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and operating rights owners in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement. If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ 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 7/8th 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 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 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 the 1st day of November, 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 occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement. 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.
- 13. 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.
- 14. <u>Nondiscrimination</u>. 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.

Marathon Oil I		rathon Oil Permian LLC	
Date		Ву:	Stephen J. Thompson, Attorney-in-fact
	ACKNOWL	EDGE	MENT
STATE OF TEXAS	)		
COUNTY OF HARRIS	) ss. )		
This instrument was acknown Thompson, as attorney-in-liability company.			by Stephen J.  Dil Permian LLC, a Delaware limited
		No	tary Public's Signature
(SEAL)		No	tary's Registration Number
		110	iary s Registration runnoer

## LESSEES OF RECORD AND OPERATING RIGHTS OWNERS

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

	Marathon Oil Permian LLC		
Date		By:	Stephen J. Thompson, Attorney-in-fact
	ACKNOWLED	GEN	MENT
STATE OF TEXAS	)		
COUNTY OF HARRIS	) ss. )		
This instrument was ackno Thompson, as attorney-in-liability company.		ion C	by Stephen J.  Dil Permian LLC, a Delaware limited
		Not	ary Public's Signature
(SEAL)		Not	ary's Registration Number

	Sharbro Oil Ltd. Co.
Date	By:
	Name:
	Title:
A GYDYONY DY	
ACKNOWLEI	DGEMENT
STATE OF)	
) ss.	
This instrument was acknowledged before me on _	by
, as	on behalf of Sharbro Oil
Ltd. Co.	
	2.111.4.61
	Notary Public's Signature
(SEAL)	
	Notary's Registration Number

	Titus Oil and Gas Production II LLC
	By:
Date	Name:
	Title:
ACKNO	WLEDGEMENT
STATE OF)	
) ss. COUNTY OF)	
This instrument was acknowledged before n	ne on by
Gas Production II LLC.	ne on by on behalf of <b>Titus Oil and</b>
	Notary Public's Signature
(SEAL)	
	Notary's Registration Number

	Black Rock Capital Inc.
	By:
Date	Name:
	Title:
ACKNOWLEI	<b>DGEMENT</b>
STATE OF)	
) ss.	
This instrument was acknowledged before me on, as	by on behalf of <b>Black Rock</b>
Capital Inc.	on consist of Baron recen
	Notary Public's Signature
(SEAL)	Notary's Registration Number

# LESSEE OF RECORD / OPERATING RIGHTS OWNER

	OXY Y-1 Company
	By:
Date	Name:
	Title:
ACKNOWL	EDGEMENT
STATE OF)	
) ss. COUNTY OF)	
This instrument was acknowledged before me or , as,	n by
Company.	on behan of <b>OAT 1-1</b>
	Notary Public's Signature
(SEAL)	Notary's Registration Number

# WORKING INTEREST OWNER

	OXY USA Inc.
	By:
Date	Name:
	Title:
ACKNOWLEI	OGEMENT
STATE OF) ) ss.	
COUNTY OF)	
This instrument was acknowledged before me on, as	by
, as	on behalf of OXY USA Inc.
	Notary Public's Signature
(SEAL)	
	Notary's Registration Number

# **OPERATING RIGHTS OWNER**

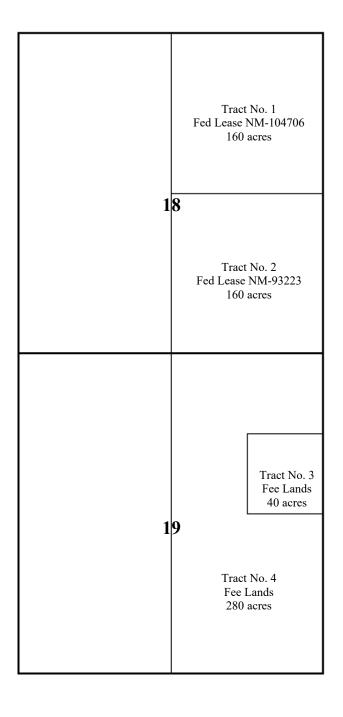
	Sharbro Energy, LLC
Date	By: Name: Title:
ACKNOV	VLEDGEMENT
STATE OF)	
) ss.	
This instrument was acknowledged before me	e on by on behalf of <b>Sharbro</b>
Energy, LLC.	on centar or sharpro
	Notary Public's Signature
(SEAL)	Notary's Registration Number

## EXHIBIT "A"

Plat of communitized area covering **640.00** acres in E/2 of Section 18, Township 26 South, Range 35 East, and E/2 of Section 19, Township 26 South, Range 35 East, NMPM, Lea County, New Mexico.

Colossus 18 19 TB Fed Com #002H / 30-025-49529

Colossus 18 19 TB Fed Com #003H / 30-025-49530



## EXHIBIT "B"

To Communitization Agreement Dated this 1st day of November, 2022 embracing the following described land in E/2 of Section 18, Township 26 South, Range 35 East, and E/2 of Section 19, Township 26 South, Range 35 East, NMPM, Lea County, New Mexico.

Operator of Communitized Area: Marathon Oil Permian LLC

## DESCRIPTION OF LEASES COMMITTED

## Tract No. 1

Lease Serial No.: NMNM-104706

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 18: NE/4

Lea County, New Mexico

Number of Acres: 160.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Current Lessee(s) of Record: Titus Oil & Gas Production II LLC......76.00%

> Sharbro Oil Ltd. Company......4.00% Marathon Oil Permian LLC......77.00%

Name of Operating Rights Owners:

OXY Y-1 Company......20.00% Sharbro Energy, LLC......3.00%

Marathon Oil Permian LLC, OXY Y-1 Company **ORRI Owners:** 

## Tract No. 2

NMNM-93223 Lease Serial No.:

Township 26 South, Range 35 East, N.M.P.M. Description of Land Committed:

Section 18: SE/4

Lea County, New Mexico

Number of Acres: 160.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Marathon Oil Permian LLC.....50.00% Current Lessee(s) of Record:

> Black Rock Capital Inc......50.00% Marathon Oil Permian LLC......100.00%

Name of Operating Rights Owners: **ORRI Owners:** 

Marathon Oil Permian LLC, Brigham Minerals LLC,

Enerstar Resources Oil & Gas, LLC, James Baker Oil &

Gas, LJA Charitable Investments, LLC, Mitchell

Exploration, Inc, Santa Elena Minerals IV, LP, Shogoil and

Gas Co. II, LLC, Viper Energy Partners, LLC

# Tract No. 3

## Lease No. 1

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4

Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1152/609

Lessor: Bernard Lee House, Jr.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 2

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1152/613

Lessor: Harry August Miller, Jr.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 3

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1152/615 Lessor: Jean M. Banks

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 4

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4

Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1154/284 Lessor: Orla Petco, Inc

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 5

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1155/294

Lessor: Caprock Minerals, LLC

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 6

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1155/297

Lessor: Harry A. Miller, III

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 7

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4

Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1159/722

Lessor: Texas Bank, as Trustee of the Grace Glennon McGinley

Trust et al.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 8

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1152/611

Lessor: Clifton Wilderspin

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 9

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1166/103

Lessor: Margaret Anne Miller Carrico

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC......................95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 10

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1172/362 Lessor: Frieda J. Watts

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......................95.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 11

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1237/180

Lessor: Robert H. Northington

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......................95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 12

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1313/478

Lessor: Devon Energy Production Company, L.P.
Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

## Tract No. 4

Lease No. 1

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1155/215

Lessor: Theodore Marshall Brough, Jr.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 2

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1166/10

Lessor: Arthur William Brough

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 3

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1156/329

Lessor: Charles Henderson Brough

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 4

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1211/739

Lessor: Beckham Ranch, Inc.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......................95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 5

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1300/329

Lessor: Lance Sears Easterling

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 6

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1300/331

Lessor: Lela Ellen Madera

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 7

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1300/335

Lessor: Elizabeth Lucille Rectenwald

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 8

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1300/339

Lessor: Katherine Ross Madera
Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 9

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1300/341

Lessor: Matt Vessel, as personal representative of the Estate of

Thomasina Vessel

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 10

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1300/343

Lessor: Bennet T. Easterling

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 11

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1351/235

Lessor: Susan Ross Easterling Swaim

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......................95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 12

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1355/30

Lessor: Ross E. Easterling, Jr.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 13

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1356/206

Lessor: Harry Ward Brough, Jr.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 14

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1362/523

Lessor: Dorchester Minerals, L.P.
Present Lessee: Marathon Oil Permian LLC

ORRI Owners: None

Lease No. 15

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22344

Recorded: 1370/612

Lessor: EFS Royalty Partners L.P.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc.....5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

# RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	160.00	25.00%
Tract No. 2	160.00	25.00%
Tract No. 3	280.00	43.75%
Tract No. 4	40.00	6.25%
Totals	640.00	100.00%

<u>Federal</u>	Communitization	<u>1 Agreement</u>

Contract No.	

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of November, 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:

E/2 of Section 18, Township 26 South, Range 35 East, and E/2 of Section 19, Township 26 South, Range 35 East, NMPM, Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the natural gas and associated liquid hydrocarbons hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil

- and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. The Operator of the communitized area shall be Marathon Oil Permian LLC, 990 Town & Country Blvd., Houston, TX, 77024. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and operating rights owners in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement. If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ 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 7/8th 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 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 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 the 1st day of November, 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 occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement. 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.
- 13. 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.
- 14. <u>Nondiscrimination</u>. 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.

		Ma	rathon Oil Permian LLC
Date		Ву:	Stephen J. Thompson, Attorney-in-fact
	ACKNOWLE	DGE	MENT
STATE OF TEXAS	)		
COUNTY OF HARRIS	) ss. )		
This instrument was acknown Thompson, as attorney-in-liability company.			by Stephen J.  Dil Permian LLC, a Delaware limited
		No	tary Public's Signature
(SEAL)		Not	tary's Registration Number
		140	my 5 10515tiation i validor

## LESSEES OF RECORD AND OPERATING RIGHTS OWNERS

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

	Marathon Oil Permian LLC		athon Oil Permian LLC
Date		By:	Stephen J. Thompson, Attorney-in-fact
	ACKNOWLED	GEN	1ENT
STATE OF TEXAS COUNTY OF HARRIS	) ) ss. )		
This instrument was ackno Thompson, as attorney-in-liability company.	wledged before me on _ fact on behalf of <b>Marath</b>	ion O	by Stephen J. vil Permian LLC, a Delaware limited
		Nota	ary Public's Signature
(SEAL)		Nota	ary's Registration Number

	Sharbro Oil Ltd. Co.
	By:
Date	Name:
	Title:
ACKNOWLEI	DGEMENT
STATE OF)	
) ss. COUNTY OF)	
This instrument was acknowledged before me on, as	by
, as	on behalf of Sharbro Oil
Ltd. Co.	
	Notary Public's Signature
(SEAL)	
	Notary's Registration Number

	Titus Oil and Gas Production II LLC
Date	By:
	Title:
ACKNOWLEI	OGEMENT
STATE OF) ss.	
COUNTY OF)	
This instrument was acknowledged before me on _ , as	by on behalf of <b>Titus Oil and</b>
Gas Production II LLC.	
	Notary Public's Signature
(SEAL)	Notary Fublic's Signature
(SD/1D)	Notary's Registration Number

	Black Rock Capital Inc.
	By:
Date	Name:
	Title:
ACKNOWLEI	DGEMENT
STATE OF)	
) ss. COUNTY OF)	
This instrument was acknowledged before me on, as	by on behalf of <b>Black Rock</b>
Capital Inc.	
	Notary Public's Signature
(SEAL)	Notary's Registration Number

# LESSEE OF RECORD / OPERATING RIGHTS OWNER

	OXY Y-1 Company
Date	By:Name:_
	Title:
ACKNOWLE	DGEMENT
STATE OF)	
) ss.	
This instrument was acknowledged before me on, as	by on behalf of <b>OXY V-1</b>
Company.	on behalf of <b>OAT 1-1</b>
	Notary Public's Signature
(SEAL)	Notary's Registration Number

# WORKING INTEREST OWNER

	OXY USA Inc.	
Date	By:	
	Title:	
	ACKNOWLEDGEMENT	
STATE OF)	ss.	
COUNTY OF)	55.	
This instrument was acknowled	ged before me on by as on behalf of <b>OXY</b> U	J <b>SA Inc.</b>
	Notary Public's Signature	
(SEAL)	Notary's Registration Number	

# **OPERATING RIGHTS OWNER**

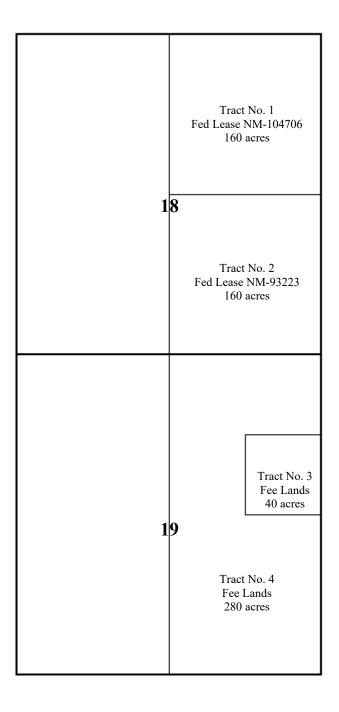
	Sharbro Energy, LLC
Date	By:Name:
ACKNOWLEI	Title:
STATE OF) ) ss.	
COUNTY OF)	
This instrument was acknowledged before me on _	by
, as	on behalf of <b>Sharbro</b>
Energy, LLC.	
	Notary Public's Signature
(SEAL)	
	Notary's Registration Number

#### EXHIBIT "A"

Plat of communitized area covering **640.00** acres in E/2 of Section 18, Township 26 South, Range 35 East, and E/2 of Section 19, Township 26 South, Range 35 East, NMPM, Lea County, New Mexico.

Colossus 18 19 WA Fed Com #001H / 30-025-49531

Colossus 18 19 WA Fed Com #004H / 30-025-49532



#### EXHIBIT "B"

To Communitization Agreement Dated this 1<sup>st</sup> day of November, 2022 embracing the following described land in E/2 of Section 18, Township 26 South, Range 35 East, and E/2 of Section 19, Township 26 South, Range 35 East, NMPM, Lea County, New Mexico.

Operator of Communitized Area: Marathon Oil Permian LLC

#### DESCRIPTION OF LEASES COMMITTED

#### Tract No. 1

Lease Serial No.: NMNM-104706

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 18: NE/4

Lea County, New Mexico

Number of Acres: 160.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Current Lessee(s) of Record: Titus Oil & Gas Production II LLC......76.00%

ORRI Owners: Marathon Oil Permian LLC, OXY Y-1 Company

#### Tract No. 2

Lease Serial No.: NMNM-93223

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 18: SE/4

Lea County, New Mexico

Number of Acres: 160.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Current Lessee(s) of Record: Marathon Oil Permian LLC......50.00%

Name of Operating Rights Owners: Marathon O

ORRI Owners: Marathon Oil Permian LLC, Brigham Minerals LLC,

Enerstar Resources Oil & Gas, LLC, James Baker Oil &

Gas, LJA Charitable Investments, LLC, Mitchell

Exploration, Inc, Santa Elena Minerals IV, LP, Shogoil and

Gas Co. II, LLC, Viper Energy Partners, LLC

## Tract No. 3

Lease No. 1

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4

Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1152/609

Lessor: Bernard Lee House, Jr.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 2

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1152/613

Lessor: Harry August Miller, Jr.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 3

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1152/615 Lessor: Jean M. Banks

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......................95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 4

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4

Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1154/284 Lessor: Orla Petco, Inc

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 5

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1155/294

Lessor: Caprock Minerals, LLC

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 6

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1155/297

Lessor: Harry A. Miller, III

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 7

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4

Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1159/722

Lessor: Texas Bank, as Trustee of the Grace Glennon McGinley

Trust et al.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 8

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1152/611

Lessor: Clifton Wilderspin

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 9

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1166/103

Lessor: Margaret Anne Miller Carrico

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC......................95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 10

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1172/362 Lessor: Frieda J. Watts

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 11

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1237/180

Lessor: Robert H. Northington

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......................95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 12

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: SE/4 NE/4 Lea County, New Mexico

Number of Acres: 40.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1313/478

Lessor: Devon Energy Production Company, L.P.
Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

#### Tract No. 4

Lease No. 1

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1155/215

Lessor: Theodore Marshall Brough, Jr.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 2

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1166/10

Lessor: Arthur William Brough

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 3

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1156/329

Lessor: Charles Henderson Brough

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 4

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1211/739

Lessor: Beckham Ranch, Inc.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......................95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 5

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1300/329

Lessor: Lance Sears Easterling

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......................95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 6

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1300/331

Lessor: Lela Ellen Madera

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 7

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1300/335

Lessor: Elizabeth Lucille Rectenwald

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 8

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1300/339

Lessor: Katherine Ross Madera
Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 9

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1300/341

Lessor: Matt Vessel, as personal representative of the Estate of

Thomasina Vessel

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 10

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1300/343

Lessor: Bennet T. Easterling

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 11

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1351/235

Lessor: Susan Ross Easterling Swaim

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 12

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1355/30

Lessor: Ross E. Easterling, Jr.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 13

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1356/206

Lessor: Harry Ward Brough, Jr.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

Lease No. 14

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1362/523

Lessor: Dorchester Minerals, L.P.
Present Lessee: Marathon Oil Permian LLC

ORRI Owners: None

Lease No. 15

Description of Land Committed: Township 26 South, Range 35 East, N.M.P.M.

Section 19: N/2 NE/4, SW/4 NE/4, and SE/4

Lea County, New Mexico

Number of Acres: 280.00

Authority to Pool: NMOCD Compulsory Pooling Order No. R-22223

Recorded: 1370/612

Lessor: EFS Royalty Partners L.P.

Present Lessee: Marathon Oil Permian LLC, Oxy USA Inc.

Name of Working Interest Owners: Marathon Oil Permian LLC.......95.00%

Oxy USA Inc......5.00%

ORRI Owners: Marathon Oil Permian LLC, LJA Charitable Investments,

LLC

# RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No. 1	160.00	25.00%
Tract No. 2	160.00	25.00%
Tract No. 3	280.00	43.75%
Tract No. 4	40.00	6.25%
Totals	640.00	100.00%

# Affidavit of Publication

STATE OF NEW MEXICO COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

> Beginning with the issue dated February 17, 2023 and ending with the issue dated February 17, 2023.

Publisher

Sworn and subscribed to before me this 17th day of February 2023.

luxa l

Business Manager

My commission expires January 29, 2027

STATE OF NEW MEXICO **NOTARY PUBLIC** GUSSIE RUTH BLACK **COMMISSION # 1087526** COMMISSION EXPIRES 01/29/2027

This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

#### **LEGAL NOTICE** February 17, 2023

Application of Marathon Oil Permian LLC for Surface Commingle, Lea County, New Mexico: Notice to all affected parties, as well as the heirs and devisees of: Oxy Y-1 Company; BEXP II ALPHA, LLC; BEXP II OMEGA, LLC; Sharbro Oil Ltd., Co; Oxy USA, Inc.; Arthur William Brough; Bank of America N.A., as trustee of the Thomas Knowles McGinley and Grace Gennon McGinley Trust B; Bernard Lee House, Jr.; Black Mountain Operating, LLC; Brigham Minerals, LLC; Bugling Bull Investments, LLC; casa Grande Royalty Co., Inc.; Debra Kay Pimera; Devon Energy Production Company, LP; Dorchester Minerals, LP; Easterling New Mexico Minerals, LLC; ELR Minerals, LLC; Forthester Minerals, II; KMF Land, LLC; Lance Sears Easterling; Margaret Anne Miller, III; KMF Land, LLC; Lance Sears Easterling; Margaret Anne Miller Carrico; Margi Fort Bruns; Momentum Minerals Operating, LP., fort the life of Lela Ellen Madera, Carroll Dean Brooker, remainderman; MSH Family Real Estate Partnership II, LP; Overland Resources, LLC; Pegasus Resources, LLC; Penasco Petroleum, LLC; Rfort Mineral Properties, LLC; Ricky Don Raindl, Riverbend Oil & Gas IX Investments, LLC; Robert H. Northington, Life Estate, Hinkle, III; Ross Easterling Mineral Holdings, LLC; Russell H. Wickman; Santa Elena Minerals, IV, LLC; SMP Sidecar Titan Mineral Holdings, LP; SMP Titan Elena Minerals, IV, LLC; SMP Sidecar Titan Mineral Holdings, LP; Smp Titan Clour, Santa Elena Minerals IV, LLC; The United States of America; Tommy L. Fort; Ventura Oil & Gas, LLC; Viper Energy Partners, LLC; WilderPan, LLC; Brigham Minerals, LLC; Incestar Resources Oil & Gas, LLC; James Baker Oil & Gas, LLC; of Marathon Oil Permian LLC; Application for Surface Commingle, Marathon Oil Permian LLC, 990 Town & Country Blvd., Houston, TX 77024 is applying to the New Mexico Oil Conservation Division for administrative approval to surface commingle according to the provisions of NMAC 19.15.12.10 from the Colossus 18-19 WA Federal Com 1H (API 30-025-4953); Colossus 18-19 TB Federal Com 1H (API 30-025-49529); Coloss Application of Marathon Oil Permian LLC for Surface Commingle, Lea

01104570

00275859

**DOLORES SERNA** MODRALL, SPERLING, ROEHL, HARRIS & P. O. BOX 2168 ALBUQUERQUE, NM 87103-2168

From: McClure, Dean, EMNRD on behalf of Engineer, OCD, EMNRD

To: <u>Covarrubias, Adrian (MRO)</u>

Cc: McClure, Dean, EMNRD; Kautz, Paul, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; Paradis, Kyle O; Walls,

Christopher

Subject:Approved Administrative Order PLC-890Date:Friday, May 19, 2023 8:28:37 AM

Attachments: PLC890 Order.pdf

NMOCD has issued Administrative Order PLC-890 which authorizes Marathon Oil Permian, LLC (372098) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-49531	Colossus 18 19 WA Federal Com	E/2	18-26S-35E	0(77(
30-025-49531	#1 <b>H</b>	<b>E/2</b>	19-26S-35E	96776
20 025 40520	Colossus 18 19 TB Federal Com	W/2 E/2	18-26S-35E	96672
30-025-49529	#2H	W/2 E/2	19-26S-35E	966/2
30-025-49530	Colossus 18 19 TB Federal Com	E/2 E/2	18-26S-35E	06672
	#3H	E/2 E/2	19-26S-35E	96672

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 MARATHON OIL PERMIAN, LLC

**ORDER NO. PLC-890** 

#### **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. Marathon Oil Permian, LLC ("Applicant") submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A ("Application").
- 2. Applicant proposed a method to allocate the oil and gas 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 and gas 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 certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
- 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.

Order No. PLC-890 Page 1 of 3

- 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 and gas 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 and gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure oil and gas 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.

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 and gas 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 and gas 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 and gas 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.

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- 3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
- 4. 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.
- 5. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
- 6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
- 7. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas 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 and gas 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. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 9. 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).
- 10. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**DATE:** 5/14/2023

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

DYLAM MAFUGE

**DIRECTOR** 

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#### State of New Mexico Energy, Minerals and Natural Resources Department

# Exhibit A

Order: PLC-890

**Operator: Marathon Oil Permian, LLC (372098)** 

Central Tank Battery: Colossus 18 19 Federal Com Central Tank Battery
Central Tank Battery Location: UL B, Section 18, Township 26 South, Range 35 East
Gas Title Transfer Meter Location: UL B, Section 18, Township 26 South, Range 35 East

#### **Pools**

Pool Name Pool Code
WC-025 G-08 S263412K;BONE SPRING 96672
JABALINA;WOLFCAMP, SOUTHWEST 96776

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

Lease	UL or Q/Q	S-T-R
NMNM 105477832 (104706)	<b>NE/4</b>	18-26S-35E
NMNM 105312203 (093223)	<b>SE/4</b>	18-26S-35E
Fee	E/2 minus H	19-26S-35E
Fee	Н	19-26S-35E

#### Wells

VV CIIS				
Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-49531	Colossus 18 19 WA Federal Com #1H	<b>E/2</b>	18-26S-35E	96776
30-023-47331	50-025-49551 Colossus 16 19 WA Federal Colli #1ff	$\mathbf{E}/2$	19-26S-35E	90770
30-025-49529	Colossus 18 19 TB Federal Com #2H	W/2 E/2	18-26S-35E	96672
50-025-49529 Colossus 18 19 1B rederal Colli F	Colossus 18 19 1B rederal Com #2H	W/2 E/2	19-26S-35E	90072
30-025-49530	Colossus 18 19 TB Federal Com #3H	E/2 E/2	18-26S-35E	96672
30-025-49530		E/2 E/2	19-26S-35E	90072

## State of New Mexico Energy, Minerals and Natural Resources Department

# Exhibit B

Order: PLC-890

**Operator: Marathon Oil Permian, LLC (372098)** 

Pooled Areas				
Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring BLM	E/2	18-26S-35E	640	<b>A</b>
CA bone Spring bew	E/2	19-26S-35E	040	A
CA Wolfcamp BLM	<b>E/2</b>	18-26S-35E	640	В
CA WORKAMP BEM	F/2	19-26S-35E	040	D

# **Leases Comprising Pooled Areas**

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 105477832 (104706)	NE/4	18-26S-35E	160	A
NMNM 105312203 (093223)	SE/4	18-26S-35E	160	A
Fee	E/2 minus H	19-26S-35E	280	A
Fee	H	19-26S-35E	40	A
NMNM 105477832 (104706)	NE/4	18-26S-35E	160	В
NMNM 105312203 (093223)	SE/4	18-26S-35E	160	В
Fee	E/2 minus H	19-26S-35E	280	В
Fee	Н	19-26S-35E	40	В

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 187442

#### **CONDITIONS**

Operator:	OGRID:
MARATHON OIL PERMIAN LLC	372098
990 Town & Country Blvd.	Action Number:
Houston, TX 77024	187442
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

#### CONDITIONS

Created By	Condition	Condition Date
dmcclur	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.	5/19/2023