RECEIVED:	REVIEWER:	TYPE:	APP NO:	,
		ABOVE THIS TABLE FOR OCD	DIVISION USE ONLY	
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THE		ATIVE APPLICAT		DIVICION DIVICE AND
IHIS	CHECKLIST IS MANDATORY FOR AL REGULATIONS WHICH RE		LATIONS FOR EXCEPTIONS TO THE DIVISION LEVEL IN SANTA F	
Applicant:			OGRII	O Number:
Vell Name:			API:	
ool:			Pool C	Code:
SUBMIT ACCURA	ATE AND COMPLETE INF	ORMATION REQUINDICATED BEL		HE TYPE OF APPLICATION
A. Location	CATION: Check those - Spacing Unit - Simult NSL NSP(PR		on	SD.
[1] Com [ [11] Injec	ne only for [ I ] or [ II ] mingling – Storage – M ] DHC CTB PP tion – Disposal – Pressu ] WFX PMX SV	LC ∐PC ∐( ıre Increase – Enh	OLS	FOR OCD ONLY
A. Offset B. Royal C. Applic D. Notific E. Surfac G. For all	REQUIRED TO: Check operators or lease holicy, overriding royalty overtion requires published ation and/or concurred ation and/or concurred to the above, proof of tice required	ders wners, revenue oved notice ent approval by S ent approval by B	wners LO ELM	Notice Complete Application Content Complete
3) <b>CERTIFICATION</b> administrative understand th	I: I hereby certify that a approval is accurate a at no action will be take re submitted to the Div	and <b>complete</b> to ken on this applic	the best of my kno	wledge. I also
No	ote: Statement must be comple	ted by an individual wit	h managerial and/or supe	ervisory capacity.
			Date	
Print or Type Name				
Patrick			Phone Number	

e-mail Address

Signature



Paula M. Vance Associate Phone (505) 988-4421 Fax (505) 819-5579 pmyance@hollandhart.com

March 15, 2024

### **VIA ONLINE FILING**

Dylan Fuge, Division Director (Acting)
Oil Conservation Division
New Mexico Department of Energy, Minerals and Natural Resources
1220 South Saint Francis Drive
Santa Fe, New Mexico 87505

Re: Application of XTO Energy, Inc. for administrative approval to surface commingle (pool and lease) oil and gas production, off-lease measure, and off-lease store from spacing units comprised of Sections 3, 10, and 15, Township 25 South, Range 29 East, NMPM, Eddy County, New Mexico (the "Lands")

Dear Mr. Fuge:

XTO Energy, Inc. (OGRID No. 5380), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (pool and lease), off-lease storage, off-lease measure, and off-lease market diversely owned oil and gas production at the **Corral Canyon 15 Central Vessel Battery** insofar as all existing and future wells drilled in the following spacing units:

- (a) The 1,919.20-acre, more or less, spacing unit comprised of Sections 3, 10, and 15, in the Purple Sage; Wolfcamp [98220] currently dedicated to the Shanghai Rooster 15-3 Fed 104H (API. No. 30-015-50043), Shanghai Rooster 15-3 Fed 105H (API. No. 30-015-50098), Shanghai Rooster 15-3 Fed 121H (API. No. 30-015-50042), Shanghai Rooster 15-3 Fed 124H (API. No. 30-015-50040), Shanghai Rooster 15-3 Fed 127H (API. No. 30-015-50094), Shanghai Rooster 15-3 Fed 161H (API. No. 30-015-50046), Shanghai Rooster 15-3 Fed 163H (API. No. 30-015-50027), Shanghai Rooster 15-3 Fed 164H (API. No. 30-015-50092), Shanghai Rooster 15-3 Fed 165H (API. No. 30-015-50092), Shanghai Rooster 15-3 Fed 166H (API. No. 30-015-50093), Shanghai Rooster 15-3 Fed 801H (API. No. 30-015-50029), Shanghai Rooster 15-3 Fed 803H (API. No. 30-015-50039), Shanghai Rooster 15-3 Fed 803H (API. No. 30-015-50099);
- (b) The 640-acre, more or less, spacing unit comprised of the E/2 of Section 10 and 15, in the Purple Sage; Wolfcamp [98220] currently dedicated to the **Shanghai Rooster 15-3 Fed 108H** (API. No. 30-015-50101), **Shanghai Rooster 15-3 Fed 804H** (API. No. 30-015-50047) and **Shanghai Rooster 15-3 Fed 806H** (API. No. 30-015-50095);



Paula M. Vance Associate Phone (505) 988-4421 Fax (505) 819-5579 pmvance@hollandhart.com

- (c) The 959.4-acre, more or less, spacing unit comprised of the E/2 of Sections 3, 10, and 15, in the Willow Lake; Bone Spring, Southeast [96217] currently dedicated to the **Shanghai Rooster 15-3 Fed 107H** (API. No. 30-015-50097) and **Shanghai Rooster 15-3 Fed 125H** (API. No. 30-015-50096);
- (d) The 959.8-acre, more or less, spacing unit comprised of the W/2 of Sections 3, 10, and 15, in the Willow Lake; Bone Spring, Southeast [96217] currently dedicated to the **Shanghai Rooster 15-3 Fed 103H** (API. No. 30-015-50045); and
- (e) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools to the Corral Canyon 15 Central Vessel Battery with notice provided only to the owners of interests to be added.

Oil and gas production from these spacing units will be commingled and sold at the **Corral Canyon 15 Central Vessel Battery** ("CVB"), located off of the project area in the S/2 NE/4 of Section 22, requiring approval under 19.15.23.9 NMAC. XTO plans to use the well test method for allocation of production and measurement purposes. Production will flow from the wellbore to either a test separator or bulk (common) production separator. The test separator will separate the gas, oil, and water. Gas production from the test separator will be metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the test separator will be metered using a Coriolis meter. Gas and oil production will then be allocated on a daily basis based on the most recent individual well tests of oil, gas, and water.

**Exhibit 1** is a land plat showing XTO's current development plan, well pads, and the central vessel battery ("Facility Pad") in the subject area. The plat also identifies the wellbores and lease/spacing unit boundaries.

**Exhibit 2** is a completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, that includes a statement from Steven D. Wolfe, Senior Facilities Engineer with XTO, explaining how XTO plans to utilize the well test method and the measurement devices to be utilized, along with a detailed schematic of the surface facilities (Attachment A to the statement).

**Exhibit 3** is a C-102 for each of the wells currently permitted or drilled within the existing spacing units.

**Exhibit 4** includes relevant communitization agreements.

Ownership is diverse between the above-described spacing units, each of which are either subject to a pooling agreement or a pooling order and are therefore considered "leases" as defined by 19.15.12.7(C) NMAC. **Exhibit 5** is a list of the interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest owners that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing.



Paula M. Vance Associate Phone (505) 988-4421 Fax (505) 819-5579 pmvance@hollandhart.com

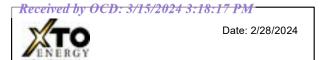
A copy of this application has been provided to the Bureau of Land Management since federal lands are involved.

Thank you for your attention to this matter, and please feel free to call if you have any questions or require additional information.

Sincerely,

Paula M. Vance

ATTORNEY FOR XTO ENERGY, INC.



### **CORRAL CANYON 15 COMMINGLING EXHIBIT**

EDDY COUNTY, NM



Battery

Compressor Station

Well Pad

COM Shanghai Rooster 15-10 Fed WOLFCAMP COM Shanghai Rooster 15-3 Fed 103H BONESPRING

COM Shanghai Rooster 15-3 Fed 107, 125H BONESPRING

COM Shanghai Rooster 15-3 Fed WOLFCAMP

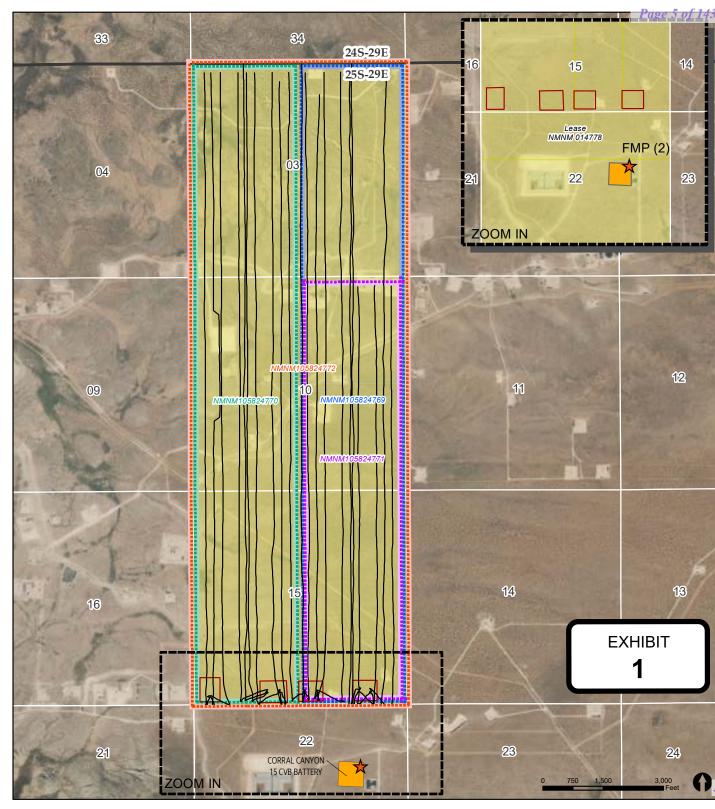
XTO Federal Lease

### Wells

SHANGHAI ROOSTER 15-10 FED 108H SHANGHAI ROOSTER 15-10 FED 804H SHANGHAI ROOSTER 15-10 FED 806H SHANGHAI ROOSTER 15-3 FED 103H SHANGHAI ROOSTER 15-3 FED 104H SHANGHAI ROOSTER 15-3 FED 105H SHANGHAI ROOSTER 15-3 FED 107H SHANGHAI ROOSTER 15-3 FED 121H SHANGHAI ROOSTER 15-3 FED 124H SHANGHAI ROOSTER 15-3 FED 125H SHANGHAI ROOSTER 15-3 FED 126H

SHANGHAI ROOSTER 15-3 FED 127H SHANGHAI ROOSTER 15-3 FED 161H SHANGHAI ROOSTER 15-3 FED 163H SHANGHAI ROOSTER 15-3 FED 164H SHANGHAI ROOSTER 15-3 FED 165H SHANGHAI ROOSTER 15-3 FED 166H SHANGHAI ROOSTER 15-3 FED 801H SHANGHAI ROOSTER 15-3 FED 802H SHANGHAI ROOSTER 15-3 FED 803H SHANGHAI ROOSTER 15-3 FED 805H

### Location **EDDY** LEA **Corral Canyon 15** NM TX LOVING WINKLER Released to Imaging: 6/14/2024 3:49:03 PM



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

### OIL CONSERVATION DIVISION

1220 S. St Francis Drive Santa Fe, New Mexico 87505

**EXHIBIT** Revised

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

APPLICA	TION FOR SURFACE	COMMINGLING	(DIVERSE	OWNERSHIP)	
OPERATOR NAME:	XTO Energy, Inc.				11 11
OPERATOR ADDRESS:	6401 Holiday Hill Road, Midla	nd, TX 79707			
APPLICATION TYPE:					
Pool Commingling Lease	Commingling Pool and Lease Co	mmingling SOff-Lease	Storage and Measur	ement (Only if not Surfa-	ce Commingled)
LEASE TYPE:					
	ing Order? ☐Yes ☒No If				- 11
Have the Bureau of Land Mai	nagement (BLM) and State Land	office (SLO) been not	titied in writing o	of the proposed comin	ningling
F3 144 F3114	(A) POO	L COMMINGLIN	c		
		s with the following in			
· ·	Gravities / BTU of	Calculated Gravities /		Calculated Value of	
(1) Pool Names and Codes	Non-Commingled Production	BTU of Commingled Production		Commingled Production	Volumes
WILLOW LAKE; BONE SPRIN	G,			\$78.78/bbl	1000/BPD
SOUTHEAST - 96217	45/1159	49/1275		\$1.90/mcf	3090/MCFD
Purple Sage; Wolfcamp - 98220	50/1295	1			4500/BPD
	30/12/3	-			21,000/MCFD
		-	<u> </u>		
		-			
(2) Are any wells producing at		<u> </u>	<u> </u>	<del></del>	<u> </u>
(3) Has all interest owners beer	notified by certified mail of the pro	posed commingling?	Yes □No.		
(4) Measurement type:  Measureme	etering	est Method			
(5) Will commingling decrease	the value of production? Yes	⊠No If "yes", descri	be why commingli	ng should be approved	
		SE COMMINGLIN		<u>.</u>	-:
	Please attach sheets	s with the following in	<u>iformation</u>		
<ol> <li>Pool Name and Code.</li> <li>Is all production from same</li> </ol>	source of supply?				
	notified by certified mail of the prop		□Yes □No	)	
(4) Measurement type: Met		0 0			
· · · · · · · · · · · · · · · · · · ·	(C) POOL and	LEASE COMMIN	GLING		
	Please attach sheets	with the following in	formation		····· · • • · · · · • · · · · · · · · ·
(1) Complete Sections A and E.				<del></del>	
	(D) OFF-LEASE ST	ORAGE and MEAS	SUREMENT		_
		ts with the following i	nformation		
(1) Is all production from same	— —	>			
(2) Include proof of notice to al	interest owners.				
	(E) ADDITIONAL INFO	RMATION (for all	application tv	pes)	
		with the following in			
•	lity, including legal location.				
· •	showing all well and facility location	ons. Include lease number	rs if Federal or Stat	e lands are involved.	
(3) Lease Names, Lease and Wo	Il Numbers, and API Numbers.				
I hereby certify that the information SIGNATURE:	n above is true and complete to the	best of my knowledge and fLE:Regulatory Mana		DATE:_ <b>_3/</b>	/24
TYPE OR PRINT NAMEAn	anda Garcia		ТЕГЕРНО	NE NO.: (505) 787-0	508
	a garcia@exxonmobil.com				

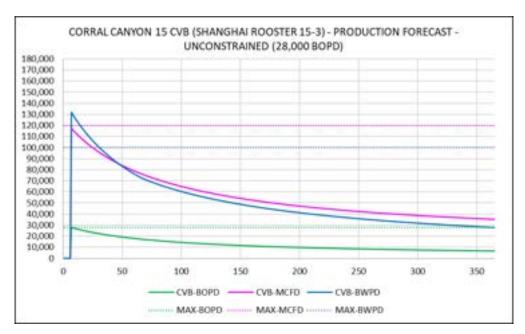
### **Facility Process Flow and Measurement**

The production from each well will flow from its respective surface hole location through a flowline to an inlet header on the west side of the facility. The layout of the Facility is shown on the included Site Flow Diagram (SFD) "CORRAL CANYON 15 CVB\_0 SHT. 1 & 2.pfd", see Attachment A. The inlet header directs the well production into either a test separator or bulk (common) production separator. If a well is not directed to the test separator, the flow is directed into the bulk production separator.

The test separator is a horizontal vessel where the gas, oil, and water are separated and measured. The test separator has been designed to handle the Initial Production (IP) Rates of the wells and accurately measure the fluids. The gas flow is measured using an orifice meter and the flow is calculated using an electronic flow meter (EFM) for pressure, temperature, and composition compensation. The oil flow is measured using a Coriolis flow meter. The water flow is measured using a mag meter. One well can be tested every day. A test consists of purging out the previous well fluids for 8 hours followed by testing the current well for 12 hours. The Well Test Method used follows the American Petroleum Institute's Manual of Petroleum Measurement Standards, Chapter 20 (API MPMS 20.1)

### **Reservoir Forecasted Declines**

The horizontal wells have been hydraulically fractured and exhibit hyperbolic oil production decline behavior as shown below.



These wells may produce high volumes for a short three-month period and are then expected to decline for the remaining life of each well. After the initial period of hyperbolic decline, production stabilizes at a more predictable exponential decline rate.

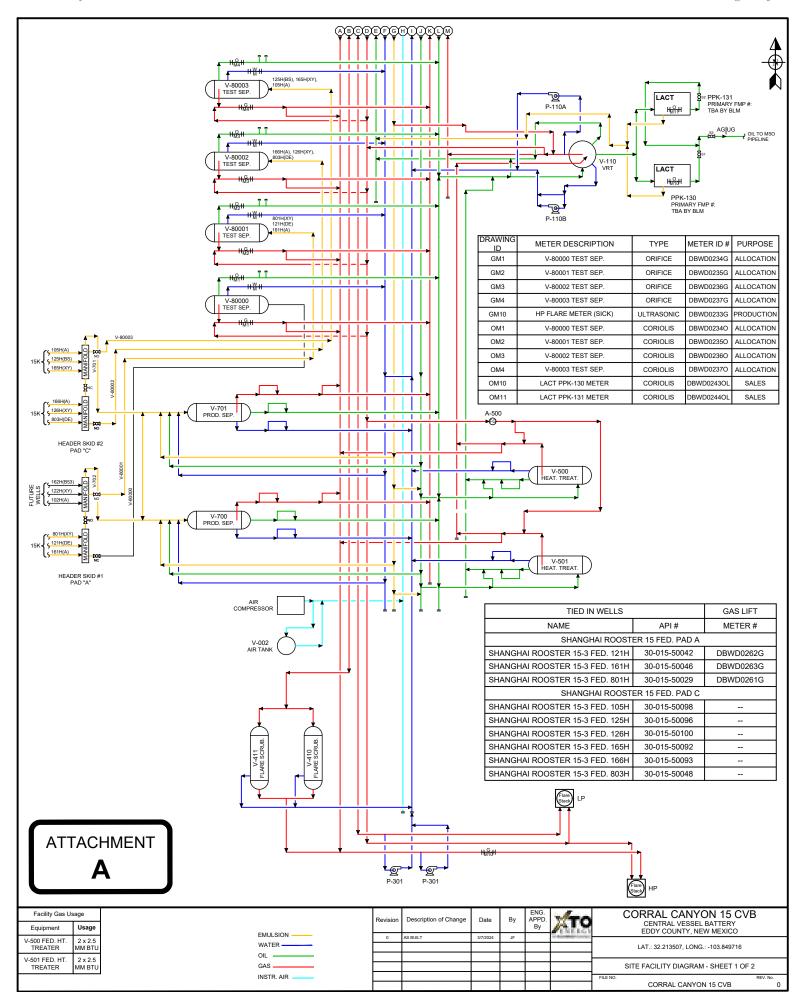
### **Production and Allocation**

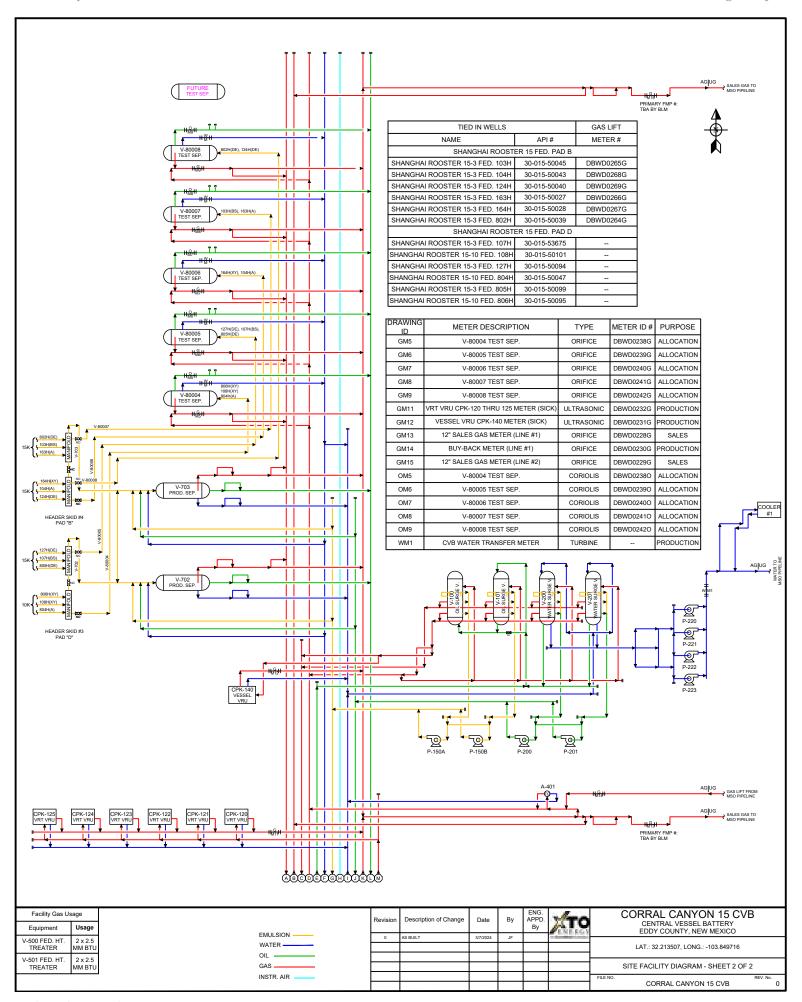
Based on the decline rates, the wells will be tested at differing frequencies for optimum accuracy. Based on the production decline, the following three periods will be used to determine well test frequency:

- Range 1 Initial Production Period from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; minimum 10 well tests/per month
- Range 2 Plateau Period the end of the initial production period to the peak decline rate; minimum 3 well tests/per month
- Range 3 Decline Period the end of plateau period until will is plugged and abandoned; minimum 3 well tests/per month

All the Test Data is collected into our Production Accounting System for Allocation.

Using The Well Test Method for Allocation will avoid considerable additional costs to install the additional Test Separators needed to provide constant metering for the diversely owned tracts. To adequately install Test Separators for each well would require equipment designed for the Peak Production, which would be over design for the period commencing only a few months after the Peak due to the rapid production decline. Commingle approval will allow XTO to efficiently and effectively market production from the subject acreage.





<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 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



Submit one copy to appropriate

District Office

■ AMENDED REPORT

### WELL LOCATION AND ACREAGE DEDICATION PLAT

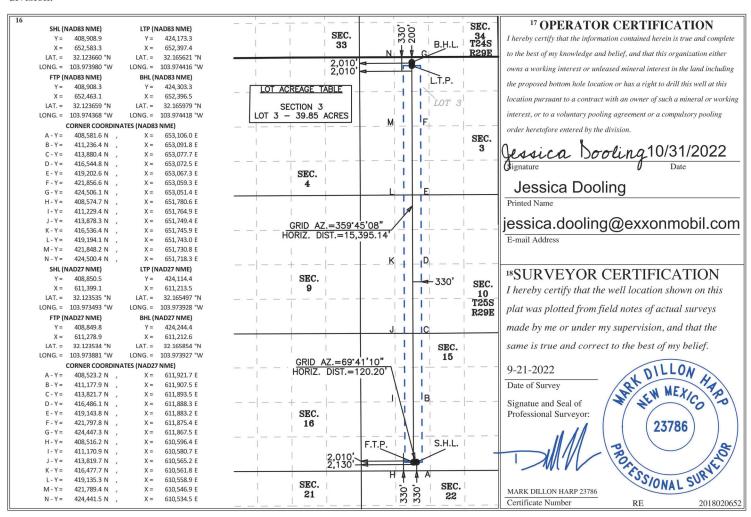
<sup>1</sup> API Number 30-015-	er 50043	<sup>2</sup> Pool Code 98220	Purple Sage; Wolfcamp					
<sup>4</sup> Property Code		<sup>5</sup> Property Name						
		SHANGHAI ROOSTER 15-3 FED 104H						
7 OGRID No.	<sup>8</sup> Operator Name <sup>9</sup> Elevation							
005380		XTO ENERGY, INC. 3,056'						

### <sup>10</sup> Surface Location

UL or lo	no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
1	1	15	25 S	29 E		330	SOUTH	2,130	WEST	EDDY

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

UL or lot no.	Section	n Township Range		Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
3	3	3 25 S 29 E			200	NORTH	2,010	WEST	EDDY
12 Dedicated Acres	3 Joint or Infill 14 Consolidation Co		Code 15 Or	der No.					
959.8									



UL or lot no.

District I 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 <u>District II</u> 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 <u>District III</u> 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

Section

15

Township

25 S

## 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

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### WELL LOCATION AND ACREAGE DEDICATION PLAT

PRE-PERF PLA		I			
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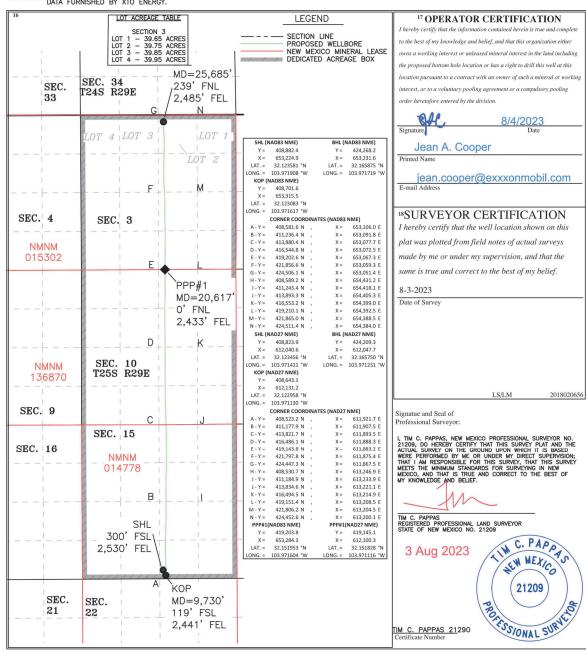
<sup>1</sup> API Numb 30-015-500		<sup>2</sup> Pool Code 98220	PURPLE SAGE; WOLFCAMP						
<sup>4</sup> Property Code		5 Pr	operty Name	<sup>6</sup> Well Number					
333342		SHANGHAI ROOSTER 15-3 FED							
7 OGRID No.		<sup>8</sup> Operator Name							
005380		XTO ENERGY, INC.							
	<sup>10</sup> Surface Location								

 Range
 Lot Idn
 Feet from the
 North/South line
 Feet from the
 East/West line
 County

 29 E
 300
 SOUTH
 2,530
 EAST
 EDDY

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

-	Bottom Hote Education in Bifferent From Surface									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
2	3	25 S	29 E		239	NORTH	2,485	EAST	EDDY	
12 Dedicated Acres	<sup>13</sup> Joint or	r Infill 14 C	Consolidation	Code 15 Or	der No.					
1,919.20										



District I
1625 N. French Dr., Hobbs, NM 88240
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District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (\$05) 476-3460 Fax: (\$05) 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

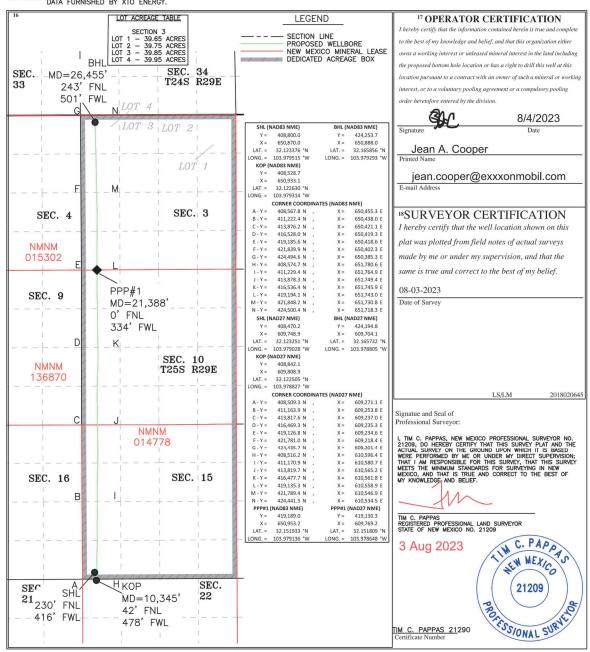
☐ AMENDED REPORT

PRE-PERF PLAT

### WELL LOCATION AND ACREAGE DEDICATION PLAT

	WE	LL LOCATION AND	ACKEAGE DEDICATION FLAT					
<sup>1</sup> API Numbe	er	<sup>2</sup> Pool Code	<sup>3</sup> Pool Name					
30-015-5004	42	98220	PURPLE SAGE; WOLFCAMP (GAS)					
<sup>4</sup> Property Code		<sup>5</sup> Property Name						
333342		SHANGHAI ROOSTER 15-3 FED						
7 OGRID No.		<sup>8</sup> Operator Name						
005380		XTO ENERGY, INC.						

	<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			
M	15	25 S	29 E		230	SOUTH	416	WEST	EDDY			
	<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 Cor								County				
4	3	25 S	29 E		243	NORTH	501	WEST	EDDY			
12 Dedicated Acres	13 Joint or	r Infill 14 C	Consolidation	Code 15 Or	der No.							
1,919.20												



UL or lot no

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

<u>District III</u>
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

Section Township

25 S

Rang

29 E

Lot Idn

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

	PR	E-F	РΕ.	RF	PΙ	$_{AT}$
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County

EDDY

1	<sup>1</sup> API Number <sup>2</sup> Pool Code <sup>3</sup> Pool Name							me			
30	0-015-5004	98220 PURPLE SAGE; WOLFCAMP									
<sup>4</sup> Property Code <sup>5</sup> Property Name									6 1	Well Number	
333342 SHANGHAI ROOSTER 15-3 FED								124H			
7 OGRID	<sup>7</sup> OGRID No. <sup>8</sup> Operator Name							<sup>9</sup> Elevation			
00538	0	XTO ENERGY, INC						3,056'			
	<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	
N	15	25 S	29 E		300	SOUTH	2,130	WEST		EDDY	
			11 Bo	ttom Hol	e Location If	Different From	n Surface				

12 Dedicated Acres 1.3 Joint or Infill 1.4 Consolidation Code 1.5 Order No.
1,919.20 1.3 Joint or Infill 1.4 Consolidation Code 1.5 Order No.

North/South line

NORTH

Feet from the

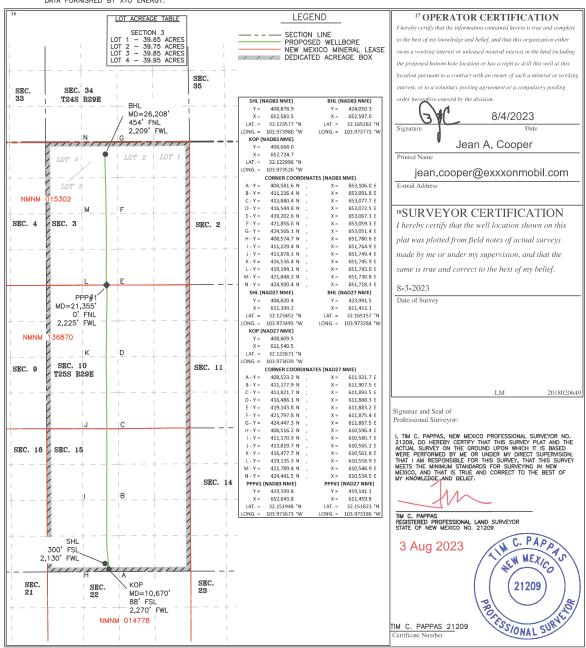
2.209

East/West line

WEST

Feet from the

454



<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

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

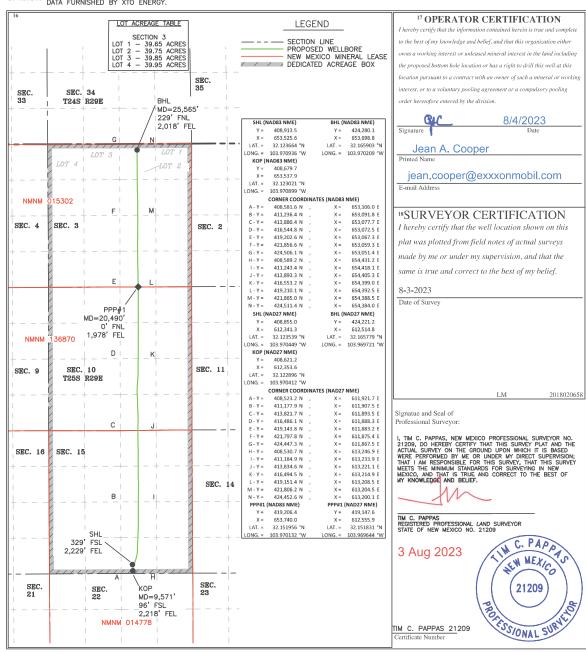
■ AMENDED REPORT

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 8750

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

		WELL LOCATION AND ACREAGE DEDICATION PLAT						
<sup>1</sup> API Number		<sup>2</sup> Pool Code	<sup>3</sup> Pool Name					
30-015-50100		98220	PURPLE SAGE; WOLFCAMP (GAS)					
<sup>4</sup> Property Code		<sup>5</sup> Pr	<sup>6</sup> Well Number					
333342		SHANGHAI	126H					
7 OGRID No.		8 OI	<sup>9</sup> Elevation					
005380		XTO I	3,076'					

<sup>10</sup> Surface Location UL or lot no. East/West line Section Township Rang Lot Idn Feet from the North/South line Feet from the County 0 15 25 S 29 E 329 SOUTH 2.229 EAST EDDY <sup>11</sup> Bottom Hole Location If Different From Surface Section Township UL or lot no Feet from the North/South line Feet from the East/West line County 25 S 29 E 229 NORTH 2.018 EDDY EAST 12 Dedicated Acres Joint or Infill Consolidation Code Order No. 1.919.20



### Eddy 5 Rooster Shanghai Eddy Unit Canyon Corral Energy XT0 8.013

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 <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

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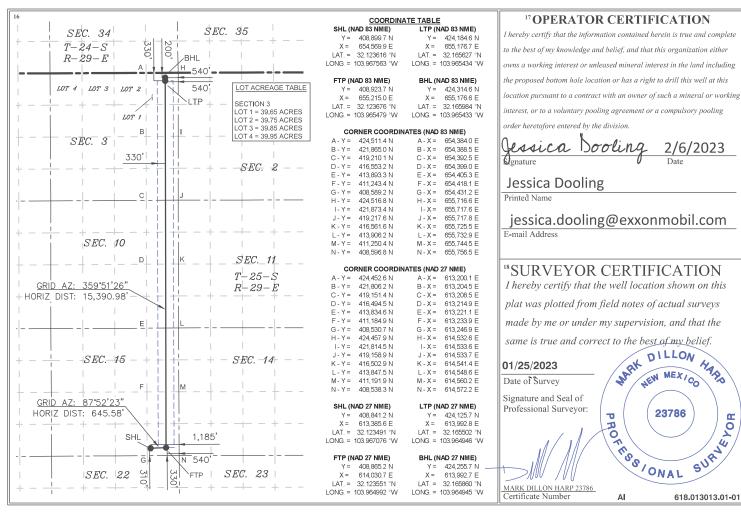
WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbe <b>30-015-</b>	_	<sup>2</sup> Pool Code 98220	Purple Sage; Wolfcamp			
<sup>4</sup> Property Code		<sup>5</sup> Property Name SHANGHAI ROOSTER 15-3				
<sup>7</sup> OGRID No. <b>005380</b>		<sup>8</sup> Operator Name  XTO ENERGY, INC.				

<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	
Р	15	25 S	29 E		310	SOUTH	1,185	EAST	EDDY	
"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	
1	3	25 S	29 E		200	NORTH	540	EAST	EDDY	

12 Dedicated Acres 13 Joint or Infill 14 Consolidation Code 15 Order No. 959.4



District I 1052 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 <u>District II</u> 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 <u>District III</u> 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 <u>District IVI</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

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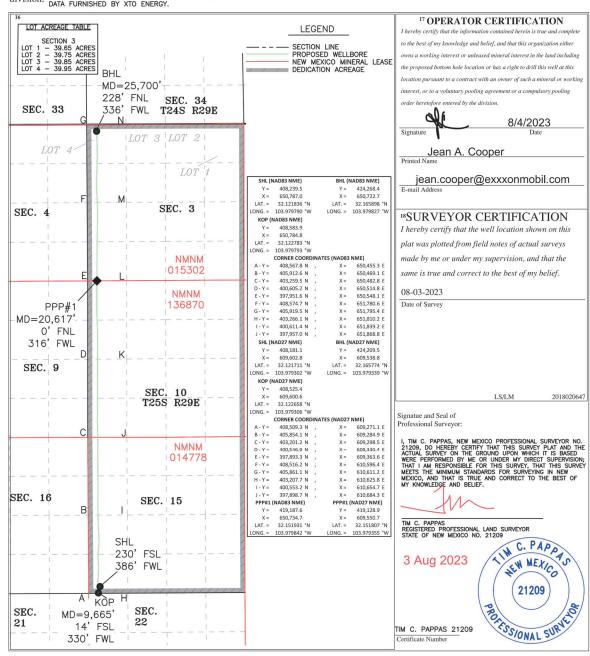
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### WELL LOCATION AND ACREAGE DEDICATION PLAT

PRE-PERF PLAT	PI	RE.	-PE	RF	PL	A
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	<b>API Numbe</b> -015-5004								CAMP		
<sup>4</sup> Property C	Code	<sup>5</sup> Property Name							<sup>6</sup> Well Number		
333342	2	SHANGHAI ROOSTER 15-3 FED								161H	
7 OGRID I	No.	<sup>8</sup> Operator Name							<sup>9</sup> Elevation		
005380	)	XTO ENERGY, INC.							3,032'		
<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	
M	15	25 S	29 E		230	SOUTH	386	WE	ST	EDDY	

<sup>11</sup> Bottom Hole Location If Different From Surface UL or lot no. Section Township Lot Idn Feet from the North/South lin Feet from the East/West line County 25 S 29 E NORTH 336 WEST EDDY 3 228 12 Dedicated Acres <sup>14</sup> Consolidation Code <sup>13</sup> Joint or Infill Order No. 1,919.20



District I 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 <u>District II</u> 811 S. First St., Artesia, NM 88210 Phone: (575) 748-1283 Fax: (575) 748-9720 <u>District III</u> 1000 Rio Brazos Road, Aztee, 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

1,919.20

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

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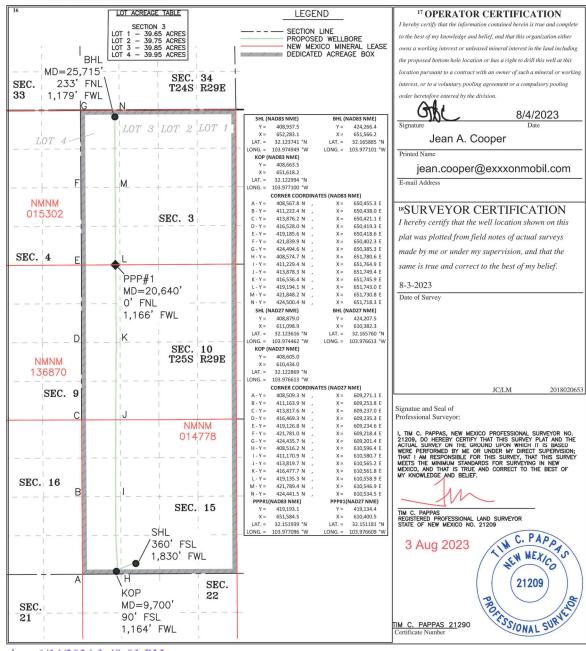
### WELL LOCATION AND ACREAGE DEDICATION PLAT

PRE-	PERF	<b>PLAT</b>
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<sup>1</sup> API Numb	er	<sup>2</sup> Pool Code	<sup>3</sup> Pool Name				
30-015-500	5-50027 98220		PURPLE SAGE; WOLFCAMP (GAS)				
<sup>4</sup> Property Code		5 Pr	operty Name	<sup>6</sup> Well Number			
333342		SHANGHAI ROOSTER 15-3 FED					
7 OGRID No.		<sup>8</sup> Operator Name					
005380		XTO ENERGY, INC.					
		10 Sur	face Location				

UL or lot no. East/West line North/South lin Feet from the Section Township Rang Lot Idn Feet from the County 15 25 S 29 E 360 SOUTH 1.830 WEST EDDY <sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no. Section Lot Idn Feet from the North/South lin Feet from th East/West line County 25 S 29 E NORTH 1,179 WEST EDDY 233 12 Dedicated Acres Joint or Infill Consolidation Code Order No



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

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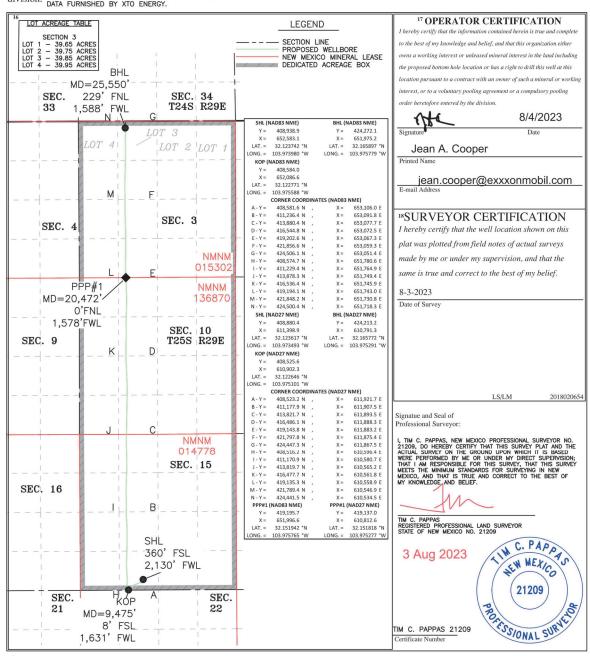
District IV 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

WELL LOCATION AND ACREAGE DEDICATION PLAT

	PRE-PERF PLAT
.MP	(GAS)
	<sup>6</sup> Well Number

1	API Number	r		<sup>2</sup> Pool Code		<sup>3</sup> Pool Name					
30	0-015-5002	8		98220		PURPLE SAGE; WOLFCAMP (GAS)					
<sup>4</sup> Property (	Code	<sup>5</sup> Property Name							6	Well Number	
33334	2		SHANGHAI ROOSTER 15-3 FED							164H	
7 OGRID	No.	<sup>8</sup> Operator Name							<sup>9</sup> Elevation		
00538	0	XTO ENERGY, INC.								3,055'	
	<sup>10</sup> Surface Location										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from th	e North/South line	Feet from the	East	t/West line	County	
N	15	25 S	29 E		360	SOUTH	2,130	WE	ST	EDDY	

<sup>11</sup> Bottom Hole Location If Different From Surface UL or lot no. Section Townshir Feet from the North/South li East/West line County 25 S 29 E NORTH 1,588 WEST EDDY 229 12 Dedicated Acres Joint or Infill Consolidation Code Order No. 1,919.20



District	1	1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161	Fax: (575) 393-0720	
District II	811 S. First St., Artesia, NM 88210	
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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
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1220 South St. Francis Dr.
Santa Fe. NM 87505

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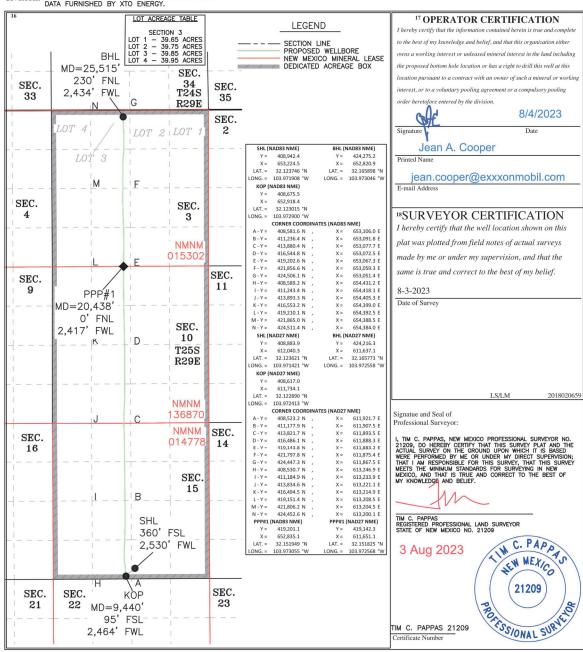
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PRF-PERF PLAT

### WELL LOCATION AND ACREAGE DEDICATION PLAT

	THETERTER					
<sup>1</sup> API Numbe	er	<sup>2</sup> Pool Code	<sup>3</sup> Pool Name			
30-015-50092 98220 PURPLE SAGE; WOLFCAMP (				(GAS)		
<sup>4</sup> Property Code		<sup>5</sup> Property Name				
333342		SHANGHAI ROOSTER 15-3 FED				
<sup>7</sup> OGRID No.		8 Operator Name				
005380		XTO ENERGY, INC.				

	<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	
N	15	25 S	29 E		360	SOUTH	2,530	EAST	EDDY	
<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	
3	3	25 S	29 E		230	NORTH	2,434	WEST	EDDY	
12 Dedicated Acres	<sup>13</sup> Joint or	r Infill 14 C	onsolidation	Code 15 Or	der No.					
1,919.20										



<u>District I</u>
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State of New Mexico
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Santa Fe. NM 87505

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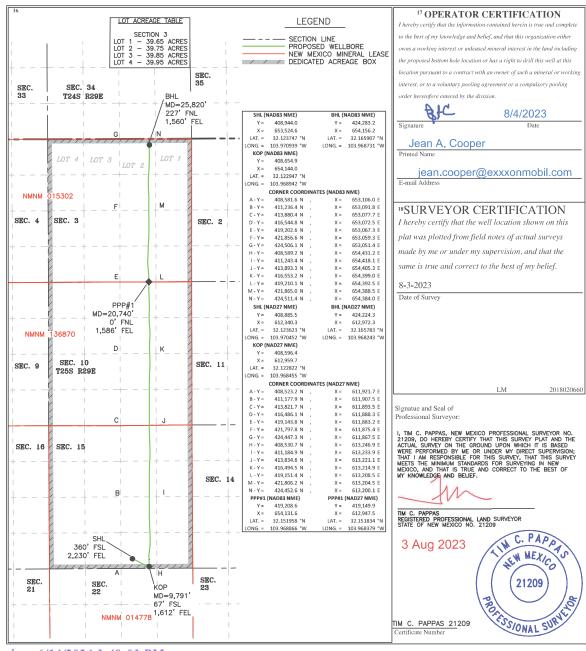
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### WELL LOCATION AND ACREAGE DEDICATION PLAT

Р	ΚĿ	:-P	ER	H	<sup>2</sup> LA	ı

<sup>1</sup> API Number				<sup>2</sup> Pool Code		<sup>3</sup> Pool Name					
30	13		98220		PURPLE SAGE; WOLFCAMP (				'(GAS)		
<sup>4</sup> Property			<sup>5</sup> Property Name						<sup>6</sup> Well Number		
33334			SF	HANGHAI ROOS	STER 15-3 FED			166H			
<sup>7</sup> OGRID No.				<sup>8</sup> Operator Name					9 Elevation		
00538	005380			XTO ENERGY, INC					3,056'		
	<sup>10</sup> Surface Location										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	Eas	t/West line	County	
0	15	25 S	29 E		360	SOUTH	2,230	EA	ST	EDDY	

<sup>11</sup> Bottom Hole Location If Different From Surface UL or lot no Section Township Feet from the North/South line Feet from the East/West line County 25 S 29 E 227 NORTH 1.560 EAST EDDY 12 Dedicated Acres Joint or Infill Consolidation Code Order No. 1.919.20



District I
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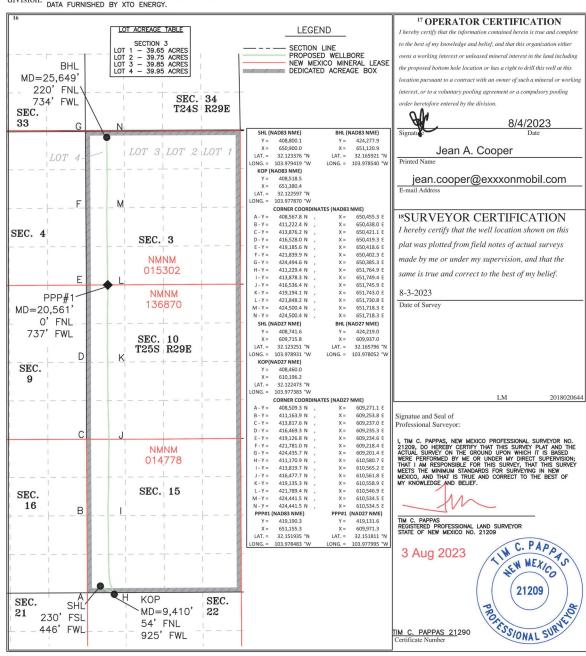
WELL LOCATION AND ACREAGE DEDICATION PLAT

PRE-PERF PLAT

<sup>1</sup> API Number 30-015-50029		<sup>2</sup> Pool Code 98220	<sup>3</sup> Pool Name PURPLE SAGE; WOLFCAMP	<sup>3</sup> Pool Name PURPLE SAGE; WOLFCAMP (GAS)			
<sup>4</sup> Property Code 333342			roperty Name ROOSTER 15-3 FED	<sup>6</sup> Well Number 801H			
<sup>7</sup> OGRID No. 005380		<sup>8</sup> Operator Name XTO ENERGY, INC.					

<sup>10</sup> Surface Location UL or lot no. Section Lot Idn Feet from the North/South lin Feet from the East/West line County 25 S 29 E 230 SOUTH WEST EDDY 15 446 M <sup>11</sup> Bottom Hole Location If Different From Surface

North/South lin UL or lot no. Feet from the East/West line County Section Lot Idi Feet from th 25 S NORTH WEST 29 E 220 734 EDDY 12 Dedicated Acres Joint or Infill Consolidation Code Order No 1,919.20



<u>District1</u>
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
<u>District1 II</u>
811 S. First St., Artesia, NM 88210
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<u>District III</u>
1000 Rio Brazos Road, Aztee, NM 87410
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## State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

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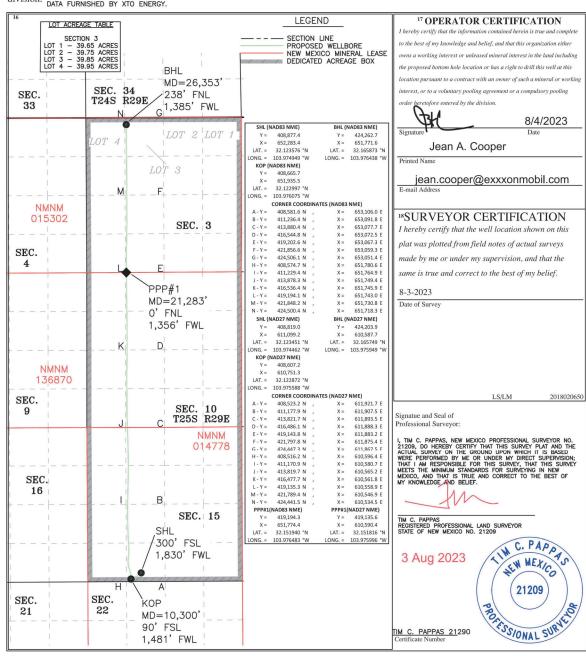
### WELL LOCATION AND ACREAGE DEDICATION PLAT

PRE-PERF	PLAT
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<sup>1</sup> API Number 30-015-50039		<sup>2</sup> Pool Code 98220	DUDDIE CACE, WOLFCAMD				
<sup>4</sup> Property Code		<sup>5</sup> Pr	operty Name	<sup>6</sup> Well Number			
333342		SHANGHAI	ROOSTER 15-3 FED	802H			
<sup>7</sup> OGRID No.		8 Operator Name					
005380		3,048'					

Surface Location UL or lot no. East/West line Feet from the Section Township Rang Lot Idn Feet from the North/South lin County 15 25 S 29 E SOUTH 1.830 WEST EDDY <sup>11</sup> Bottom Hole Location If Different From Surface

UL or lot no. Section Lot Idn Feet from the North/South lin Feet from th East/West line County 25 S 29 E NORTH 1,835 WEST EDDY 238 12 Dedicated Acres Joint or Infill Consolidation Code Order No 1,919.20



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1625 N. French Dr., Hobbs, NM 88240
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State of New Mexico
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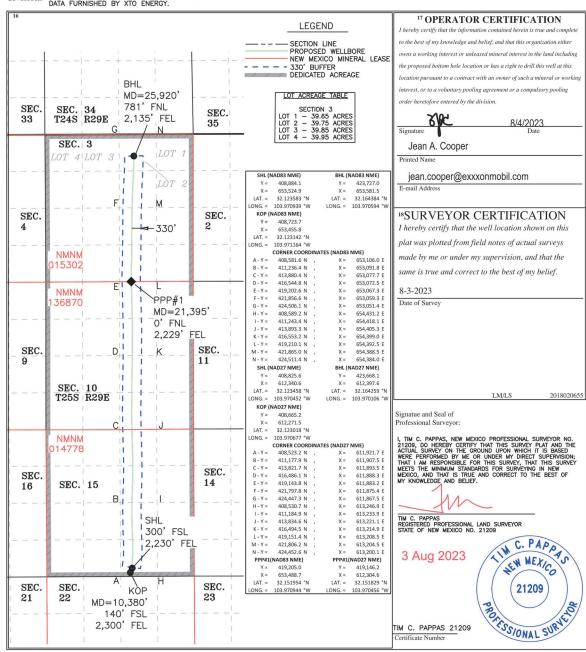
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### WELL LOCATION AND ACREAGE DEDICATION PLAT

PRE-PERF PLAT

<sup>1</sup> API Number 30-015-50048				<sup>2</sup> Pool Code		<sup>3</sup> Pool Name PURPLE SAGE; WOLFCAMP				
<sup>4</sup> Property		_	<sup>5</sup> Property Name						<sup>6</sup> Well Number	
33360			SH	ANGHAI ROOS	STER 15-3 FED				803H	
<sup>7</sup> OGRID No.				8 Operator Name					<sup>9</sup> Elevation	
00538	005380			XTO ENERGY, INC.					3,076'	
					<sup>10</sup> Surface 1	Location				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	Eas	t/West line	County
О	15	25 S	29 E		300	SOUTH	2,230	EA	ST	EDDY
	<sup>11</sup> Bottom Hole Location If Different From Surface									

UL or lot no. Feet from the North/South lin Feet from the East/West line Lot Idn County 25 S NORTH EAST EDDY 29 E 781 2.135 12 Dedicated Acres Joint or Infill Consolidation Code Order No 1,919.20



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

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1,919.20

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

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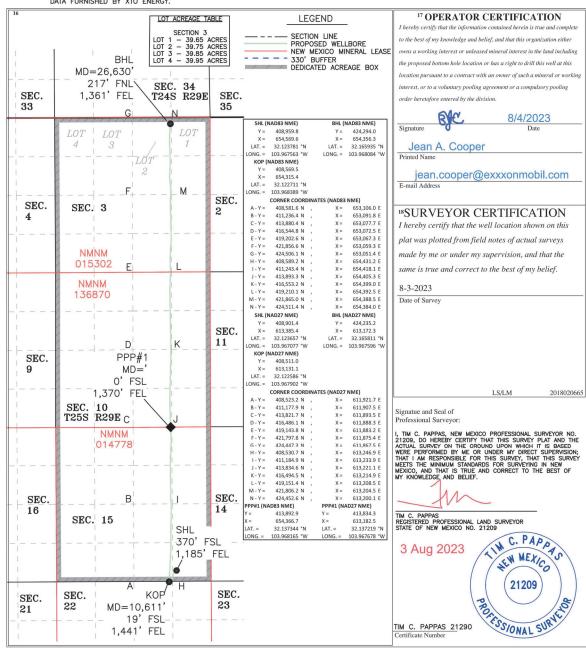
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### WELL LOCATION AND ACREAGE DEDICATION PLAT PRE-PERF PLAT

<sup>1</sup> API Number 30-015-50099		<sup>2</sup> Pool Code 98220 PURPLE SAGE; WOLFC/				
<sup>4</sup> Property Code		5 Pr	operty Name	<sup>6</sup> Well Number		
333342		SHANGHAI	ROOSTER 15-3 FED	805H		
<sup>7</sup> OGRID No.		<sup>8</sup> Operator Name				
005380		XTO E	ENERGY, INC.	3,079'		

<sup>10</sup> Surface Location UL or lot no. Feet from the East/West line Section Township Range Lot Idn North/South line Feet from the County 15 25 S 29 E SOUTH 1.185 EAST EDDY

<sup>11</sup> Bottom Hole Location If Different From Surface UL or lot no. Section Feet from the North/South lin Feet from the East/West line County 25 S 29 E NORTH 1,361 EAST EDDY 3 217 12 Dedicated Acres <sup>14</sup> Consolidation Code Joint or Infill Order No



Eddy Ω Rooster Shanghai Eddy\.01 Unit Canyon Corral \013 Energy XT0 8.013 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

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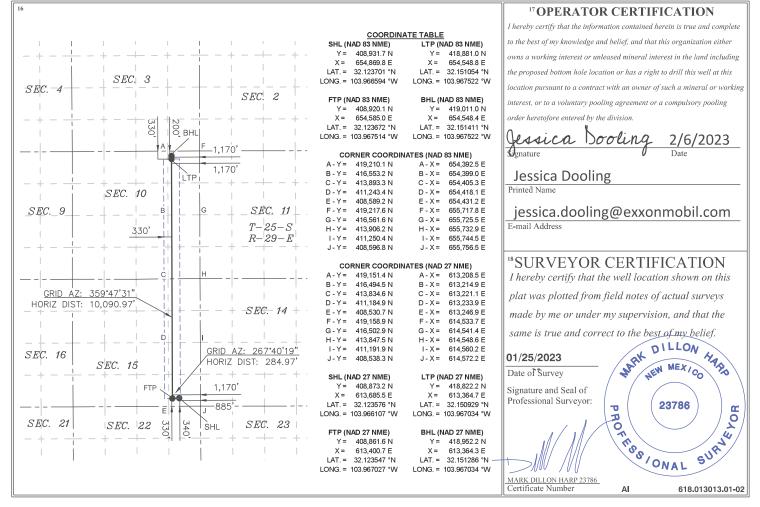
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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number	<sup>1</sup> API Number		<sup>2</sup> Pool Code <sup>3</sup> Pool Name							
<b>30-015-</b> 50101		98220	Purple Sage; Wolfcamp							
<sup>4</sup> Property Code		<sup>5</sup> P	roperty Name	<sup>6</sup> Well Number						
		SHANGHAI ROOSTER 15-10								
<sup>7</sup> OGRID No.	<sup>8</sup> Operator Name <sup>9</sup> Elevation									
005380	XTO ENERGY, INC. 3,072									

<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 Р 15 25 S 29 E 340 SOUTH 885 **EAST EDDY** <sup>11</sup> Bottom Hole Location If Different From Surface

		Bottom Hote Eccution if Billerent From Surface									
	UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
	Α	10	25 S	29 E		200	NORTH	1,170	EAST	EDDY	
12 Dedicated Acres   13 Joint or Infill   14 Consolidation Code   1						der No.					
	640										



<u>District I</u>
1625 N. French Dr., Hobbs, NM 88240
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<u>District II</u>

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

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### WELL LOCATION AND ACREAGE DEDICATION PLAT

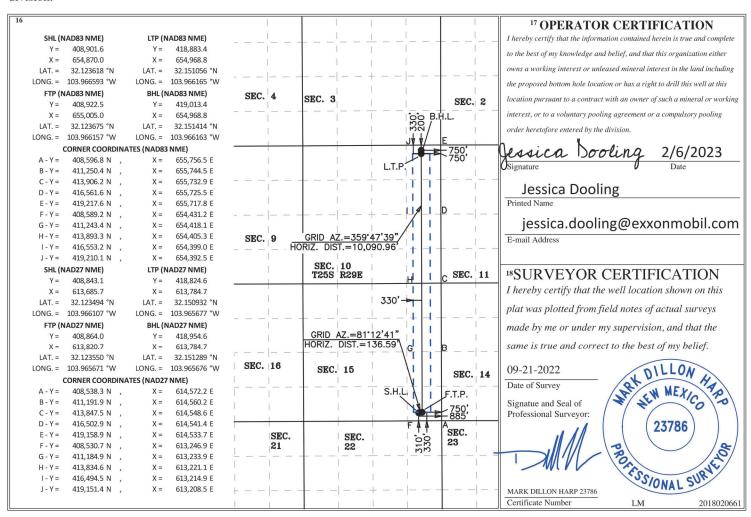
<sup>1</sup> API Number 30-015- 50047		<sup>2</sup> Pool Code 98220	ηp				
<sup>4</sup> Property Code		<sup>6</sup> Well Number					
	SHANGHAI ROOSTER 15-10 FED 804H						
<sup>7</sup> OGRID No.	<sup>8</sup> Operator Name <sup>9</sup> Elevation						
005380		3,075'					

### <sup>10</sup> Surface Location

7 77 7 1 70 70 70 70 70 70 70 70 70 70 70 70 70										
P	15	25 S	29 E		310	SOUTH	885	EAST	EDDY	
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	

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

		Bottom Hole Boutton if Biriefell From Surface								
	UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
	A	10	25 S	29 E		200	NORTH	750	EAST	EDDY
12 Dedicated Acres   13 Joint or Infill   14 Consolidation Code   15 Order No.										
	640									



<u>District I</u>
1625 N. French Dr., Hobbs, NM 88240
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■ AMENDED REPORT

### WELL LOCATION AND ACREAGE DEDICATION PLAT

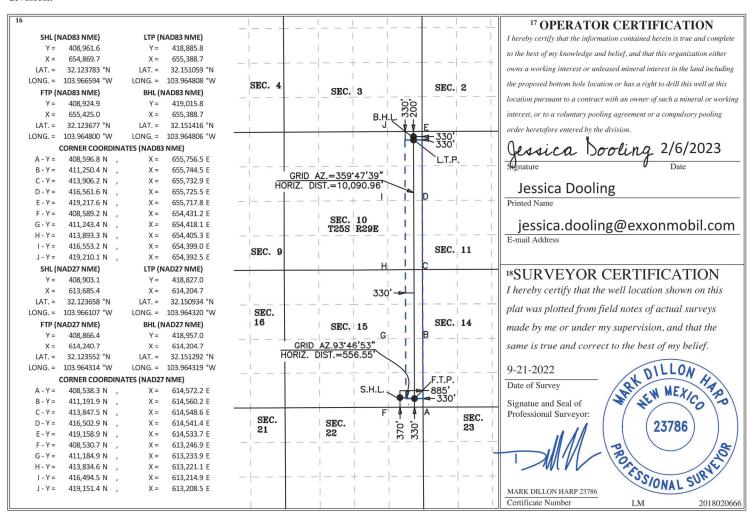
<sup>1</sup> API Number 30-015-50095		<sup>2</sup> Pool Code 98220	<sup>3</sup> Pool Name Purple Sage; Woplfo	amp			
<sup>4</sup> Property Code		<sup>6</sup> Well Number					
		SHANGHAI ROOSTER 15-10 FED					
<sup>7</sup> OGRID No.		<sup>9</sup> Elevation					
005380		3,073'					

### <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	
P	15	25 S	29 E		370	SOUTH	885	EAST	EDDY	

### <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
A	10	25 S	29 E		200	NORTH	330	EAST	EDDY
12 Dedicated Acres	<sup>13</sup> Joint o	Infill 14 (	Consolidation	Code 15 Or	der No.				
640									



<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 <u>District III</u>

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

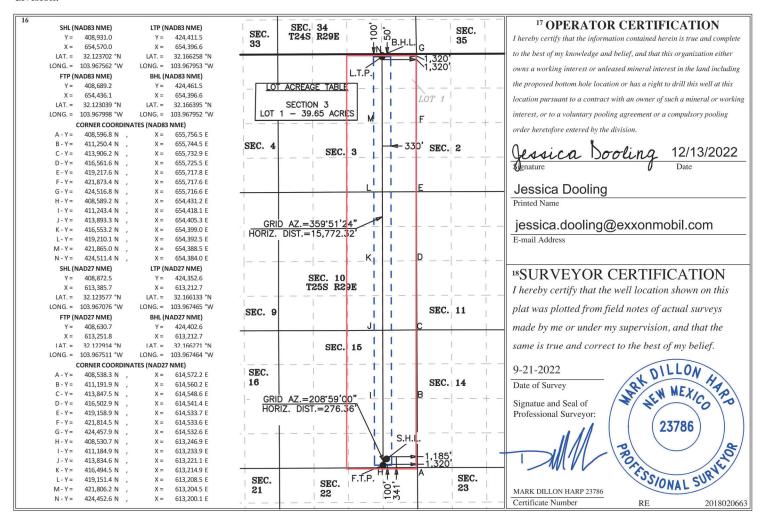
	<sup>1</sup> API Number 30-015-50097		<sup>2</sup> Pool Code 96217	outheast	
Ī	<sup>4</sup> Property Code		<sup>5</sup> Pr	roperty Name	<sup>6</sup> Well Number
			SHANGHAI	ROOSTER 15-3 FED	107H
Ī	<sup>7</sup> OGRID No.		8 OI	perator Name	<sup>9</sup> Elevation
	005380		XTO E	ENERGY, INC.	3,081'

### <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
P	15	25 S	29 E		341	SOUTH	1,185	EAST	EDDY

### <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
1	3	25 S	29 E		50	NORTH	1,320	EAST	EDDY
12 Dedicated Acres	<sup>13</sup> Joint or	· Infill 14 C	Consolidation	Code 15 Or	der No.				
959.4									



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

	<sup>1</sup> API Number 30-015- <b>50096</b>		Willow Lake; Bone Spring, So	utheast
<sup>4</sup> Property Code		<sup>5</sup> Pr	operty Name	<sup>6</sup> Well Number
		SHANGHAI	ROOSTER 15-3 FED	125H
<sup>7</sup> OGRID No.		8 OI	perator Name	<sup>9</sup> Elevation
005380		XTO E	ENERGY, INC.	3,069'

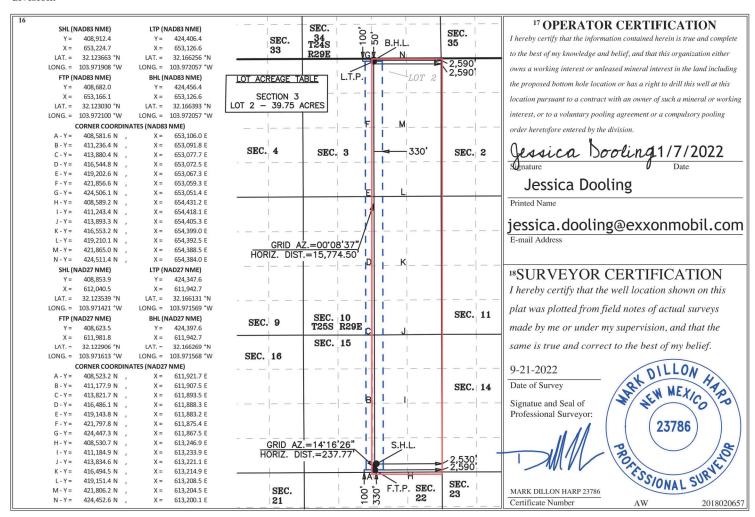
### <sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	
О	15	25 S	29 E		330	SOUTH	2,530	EAST	EDDY	

### 11 Bottom Hole Location If Different From Surface

	Bottom Hole Eccution in Billeton Holm Surface											
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
2	3	25 S	29 E		50	NORTH	2,590		EDDY			
12 Dedicated Acres	<sup>13</sup> Joint o	r Infill 14	Consolidation	Code 15 Or	der No.							

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.



### EXHIBIT A - INFILL WELL

<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 <u>District III</u> 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

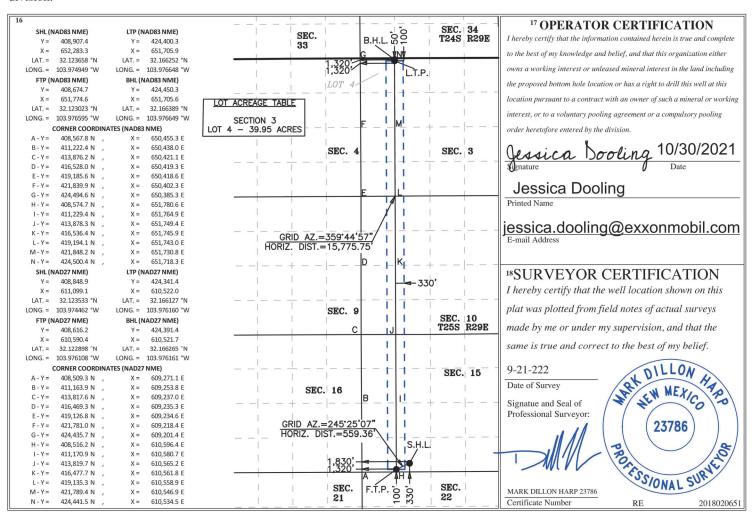
### WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numb 30-015-	<sup>er</sup> 50045	<sup>2</sup> Pool Code 96217	Willow Lake; Bone Spring,	Southeast			
<sup>4</sup> Property Code		<sup>5</sup> Property Name					
		SHANGHAI ROOSTER 15-3 FED					
<sup>7</sup> OGRID No.		<sup>8</sup> Operator Name					
005380		3,048'					
		10 Sur	face Location				

### <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			
N	15	25 S	29 E		330	SOUTH	1,830	WEST	EDDY	ĺ		
<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	ĺ		
4	3	25 S	29 E		50	NORTH	1,320	WEST	EDDY	ĺ		

12 Dedicated Acres 479.95 13 Joint or Infill 14 Consolidation Code 15 Order No.



### Federal Communitization Agreement

THIS AGREEMENT entered into as of the 1st day of January 2023, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 25 South, Range 29 East, N.M.P.M.

Section 3: Lot 1 (39.65 ac), Lot 2 (39.75 ac), Lot 3 (39.85 ac),

Lot 4 (39.95 ac), S2/NE/4, SE/4, S/2NW/4, SW/4

Section 10: All Section 15: All

Eddy County, New Mexico

Containing 1,919.20 acres, and this agreement shall include only the <u>Wolfcamp</u> Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from suchformation(s).

- ]

- 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 XTO Energy Inc., 22777
  Springwoods Village Pkwy, Spring, TX 77389. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.
  - 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 January 1, 2023, 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 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

**OPERATOR:** 

Date: 03 22 23

XTO Energy Inc.

Name: Angie Repka

Title: Commercial and Land Manager

Attorney-in-Fact

### ACKNOWLEDGEMENT

STATE OF TEXAS ) ss. COUNTY OF HARRIS )

On this day of March, 2023, before me, a Notary Public for the State of Texas, personally appeared Angie Repka, known to me to be the Commercial and Land Manager Attorney-in-Fact of XTO Energy Inc., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

CAROLINA HIDALGO Notary Public, State of Texas Comm. Expires 04-12-2026 Notary ID 12919295-1

My Commission Expires

Notary Public

5

Shanghai Rooster 15-3 Fed 104H, 105H, 121H, 124H, 126H, 127H, 161H, 163H, 164H, 165H, 166H, 801H, 802H, 803H, 805H (Wolfcamp)

AND/OR LESSEES OF RECORD

XTO Holdings, LLC

Name: Angie Repka

Title: Commercial and Land Manager

Notary Public

Attorney-in-Fact

#### **ACKNOWLEDGEMENT**

STATE OF TEXAS

Date: <u>03</u>| <u>22</u>| <u>23</u>

COUNTY OF HARRIS ) ss.

On this <u>B</u> day of <u>March</u>, 2023, before me, a Notary Public for the State of Texas, personally appeared Angie Repka, known to me to be the Commercial and Land Manager Attorney-in-Fact of XTO Holdings, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me such company executed the same.

(SEAL)

CAROLINA HIDALGO
Notary Public, State of Texas
Comm. Expires 04-12-2026
Notary ID 12919295-1

My Commission Expires

AND/OR LESSEES OF RECORD

Sonic Oil & Gas LP

Date: 3-6-23	By:	
	Name: George E Rogers	
	Title: President	

STATE OF Texas
COUNTY OF Young ) ss.
On this 4th day of March, 2023, before me, a Notary Public for the State
of <u>16x95</u> , personally appeared <u>George E Rogers</u> , known to me to be the <u>President</u> of Sonic Oil & Gas LP,
the Limited Partnership that executed the foregoing instrument and acknowledged to me such Limited Partnership executed the same.
the such Emitted I arthership executed the same.
(SEAL)
LEE BIEBIGHAUSER
Notary Public, State of Texas
1-30-26 Comm. Expires 01/30/2026
My Commission Expires  Notary ID 12969388-4  Notary Public

AND/OR LESSEES OF RECORD

The Allar Company

Date: 3/6/23

Name: JOHN (41LES GRAHAM
Title: KRESIDT

STATE OF Texas	)
	) ss.
COUNTY OF NILLA	ý
	,
On the letter of March	_, 2023, before me, a Notary Public for the State
On this was day of Trulich	_, 2023, before me, a Notary Public for the State
of 16x05 , personally a	appeared John Chiles Graham,
known to me to be thetesical	
the company that executed the foreg	going instrument and acknowledged to me such
company executed the same.	
and the same of th	
SHEILABURT	
My Notary ID # 12014795	
Expires May 22, 2026	
W.M.	
May 22, 2026	On it Bout
	- Overlandows
My Commission Expires	Notary Public

AND/OR LESSEES OF RECORD

B F Albritton, LLC

Date: 3.3.2023

By: Det Alberton

Name: BRINT ALBERTON

Title: MGR

STATE OF TEXAS )
COUNTY OF YOUNG ) ss.
On this 3 day of MARCH, 2023, before me, a Notary Public for the State of TEAS, personally appeared Bhint Alberton, known to me to be the MANAGER of B F Albritton, LLC., the limited liability company that executed the foregoing instrument and acknowledged to me such limited liability company executed the same.
(SEAL)
1-30-74  My Commission Expires  LEE BIEBIGHAUSER  Notary Public, State of Texas  Comm. Expires 01/30/2026  Notary ID 12969388-4  Notary Public

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

Date: 3 6 13

By: DERRICK SALLER

TC Energy, LLC

STATE OF TRXHS	
COUNTY OF Yout ) ss.	
On this	
(SEAL)	
My Commission Expires Comm. Expires 01/30/2026 Notary Public, State of Texas Comm. Expires 01/30/2026 Notary ID 12969388-4 Notary Public	<u> </u>

AND/OR LESSEES OF RECORD

G E Rogers, LLC

Date: 3-7-2023

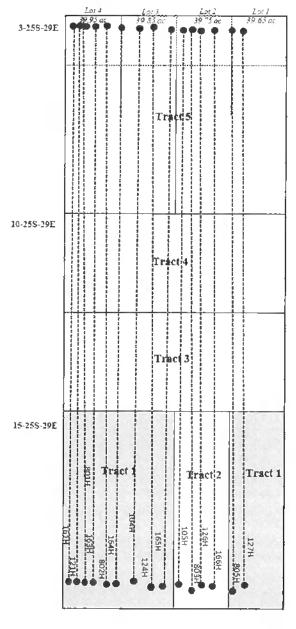
Name: George E Pogers
Title: MANA Je

TATE OF <u>lexas</u> )
OUNTY OF Young ) ss.
on this 7th day of March, 2023, before me, a Notary Public for the State freeze
f <u>1 exa5</u> , personally appeared <u>George F Rogers</u> , nown to me to be the <u>Manager</u> of <b>G E Rogers</b> , LLC., the
mited liability company that executed the foregoing instrument and acknowledged one such limited liability company executed the same.
SEAL)  LEE BIEBIGHAUSER  Notary Public, State of Texas
1-30-26 Comm. Expires 01/30/2026 Notary ID 12969388-4
ly Commission Expires Notary Public

## **EXHIBIT "A"**

Plat of communitized area covering 1,919.20 acres in Township 25 South, Range 29 East, Lot 1 (39.65 ac), Lot 2 (39.75 ac), Lot 3 (39.85 ac), Lot 4 (39.95 ac), S2/NE/4, SE/4, S/2NW/4, SW/4 Section 3, All Section 10, All Section 15, N.M.P.M., Eddy County, New Mexico

Shanghai Rooster 15-3 Fed 104H, 105H, 127H, 121H, 124H, 126H, 161H, 163H, 164H, 165H, 166H, 801H, 802H, 803H, 805H



Surface and Bottom Hole Locations

Shanghai Rooster 15-3 Fed

#104H SHL 330' FSŁ & 2.130' FWL SEC 15-25S-29E #104H BHL 200' FNL & 2,010' FWL SEC 3-25S-29E #105H SHL 300' FSL & 2,530' FEL SEC 15-25S-29E #105H BHL 200' FNL & 2.430' FEL SEC 3-25S-29E #121H SHL 230' FSL & 416' FWL SEC 15-25S-29E #121H BHL 200' FNL & 540' FWL SEC 3-25S-29E #124H SHL 300' FSL & 2,130' FWL SEC 15-25S-29E #124H BHL 200' FNL & 2,220' FWL SEC 3-25S-29E #126H SHL 329' FSL & 2,230' FEL SEC 15-25S-29E #126H BHL 200' FNL & 2,010' FEL SEC 3-25S-29E #127H SHL 310' FSL & 1.185' FEL SEC 15-25S-29E #127H BHL 200' FNL & 540' FEL SEC 3-25S-29E #161H SHL 230' FSL & 386' FWL SEC 15-25S-29E #161H BHL 200' FNL & 330' FWL SEC 3-25S-29E #163H SHL 360' FSL & 1,830' FWL SEC 15-25S-29E #163H BHL 200' FNL & 1,170' FWL SEC 3-25\$-29E #164H SHL 360' FSL & 2,130' FWL SEC 15-25S-29E #164H BHL 200' FNL & 1,590' FWL SEC 3-25S-29E #165H SHL 360' FSL & 2,530' FEL SEC 15-25S-29E #165H BHL 200' FNL & 2,430' FWL SEC 3-25S-29E #166H SHL 360' FSL & 2,230' FEL SEC 15-25S-29E #166H BHL 200' FNL & 1,590' FEL SEC 3-25S-29E #801H SHL 230' FSL & 446' FWL SEC 15-25S-29E #801H BHL 200' FNL & 750' FWL SEC 3-25\$-29E #802H SHL 300' FSL & 1.830' FWL SEC 15-25S-29E #802H BHL 200' FNL & 1,380' FWL SEC 3-25S-29E #803H SHL 300' FSL & 2,230' FEL SEC 15-25S-29E #803H BHL 200' FNL & 2,220' FEL SEC 3-25S-29E #805H SHL 370' FSL & 1,185' FEL SEC 15-25S-29E #805H BHL 200' FNL & 1,380' FEL SEC 3-25S-29E

#### **EXHIBIT "B"**

Plat of communitized area covering 1,919.20 acres in Township 25 South, Range 29 East, Lot 1 (39.65 ac), Lot 2 (39.75 ac), Lot 3 (39.85 ac), Lot 4 (39.95 ac), S2/NE/4, SE/4, S/2NW/4, SW/4 Section 3, All Section 10, All Section 15, N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: XTO Energy Inc.

#### **DESCRIPTION OF LEASES COMMITTED**

#### Tract No. 1

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 15: E/2E/2, W/2

Number of Acres: 480 .00

Current Lessee of Record: BAGAM Ltd......7.500000%

 CNX Gas Co. LLC
 50.000000%

 Edward K Gaylord II
 2.500000%

 H M Bettis Inc
 6.250000%

 J Guinn Family Trust A
 0.500000%

 J Guinn Family Trust M
 0.500000%

 Norman D Stovall Jr
 5.000000%

 The Allar Company
 21.500000%

 Turnco Inc
 6.250000%

Name of Working Interest Owners: XTO Holdings, LLC......72.250000%

ORRI Owners: Ard Oil Ltd

Delmar Hudson Lewis Living Trust

Dragoon Creek Minerals LLC

Fortis Minerals II LLC

Hayes Land LP

Hayes Land & Production LP

H M Bettis Inc Javelina Partners Jeanette Probandt Trust

14

Josephine T Hudson Test Trust Lindy's Living Trust Martha E Martin Norman D Stovall Jr Children's Trust for Martha E Martin Norman D Stovall Jr Children's Trust for Michael E Stovall Norman D Stovall Jr Children's Trust for Norman D Stovall III Pamela Jean Miller Pegasus Resources NM LLC Rio Brazos Mineral Company LLC Robert Steven Noah Ross Family Trust Sonic Minerals LP Stovall Investments Inc VOS 2012 Irrevocable Trust West Point Minerals LLC Zorro Partners Ltd

Lease Serial Number: NMNM-014778

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 15: W/2E/2

Number of Acres: 160 .00

Current Lessee of Record: BAGAM Ltd......7.500000%

Name of Working Interest Owners: XTO Holdings, LLC......72.250000%

ORRI Owners: Dragoon Creek Minerals LLC

Hayes Land LP

Hayes Land & Production LP

H M Bettis Inc

Jeanette Probandt Trust

Martha E Martin

Norman D Stovall Jr Children's Trust for

Martha E Martin

Norman D Stovall Jr Children's Trust for

Michael E Stovall

Norman D Stovall Jr Children's Trust for

Norman D Stovall III
OXY USA Inc

Pamela Jean Miller Pegasus Resources NM LLC

Rio Brazos Mineral Company LLC

Robert Steven Noah Ross Family Trust Sonic Minerals LP

16

Shanghai Rooster 15-3 Fed 104H, 105H, 121H, 124H, 126H, 127H, 161H, 163H, 164H, 165H, 166H, 801H, 802H, 803H, 805H (Wolfcamp)

Stovall Investments Inc VOS 2012 Irrevocable Trust West Point Minerals LLC

Lease Serial Number:

NMNM-136870

Description of Land Committed:

Township 25 South, Range 29 East,

NMPM, Section 10: S/2

Number of Acres:

320.00

Current Lessee of Record:

XTO Holdings, LLC

Name of Working Interest Owners:

XTO Holdings, LLC......73.710525% B F Albritton......0.361126% G E Rogers LLC................0.615691% Sonic Oil & Gas LP......4.583110% T C Energy LLC..................0.361126% The Allar Company......20.368422%

ORRI Owners:

Bettis Brothers LP

Chad Barbe

EOG Resources Inc. KMF Land LLC

Hayes Land and Production LP

Hayes Land LP H M Bettis Inc

LaNell Joy Honeyman

Lanell Joy Honeyman, Trustee of the

Leslie Robert Honeyman Trust

L E Oppermann Martha E Martin

McMullen Minerals LLC

Norman D Stovall Jr. Children's Trust for

Martha E Martin

Norman D Stovall Jr. Children's Trust for

Michael E Stovall

Norman D Stovall Jr. Children's Trust for

Norman D Stovall III

Oak Valley Mineral & Land LP Pegasus Resources NM LLC Post Oak Crown Minerals LLC Post Oak Mavros II, LLC

Rio Brazos Mineral Company LLC

Sonic Minerals LP Sortida Resources LLC

Lease Serial Number: NMNM-136870

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 10: N/2

Number of Acres: 320.00

Current Lessee of Record: XTO Holdings, LLC

Name of Working Interest Owners: XTO Holdings, LLC.....100.000000%

ORRI Owners: Chad Barbe

Foundation Minerals LLC
Oak Valley Mineral & Land LP
Post Oak Crown Minerals LLC
Post Oak Mavros II, LLC
Sortida Resources, LLC

Lease Serial Number: NMNM-015302

Description of Land Committed: Township 25 South, Range 29 East.

NMPM, Section 3: Lot 1 (39.65 ac), Lot 2 (39.75 ac), Lot 3 (39.85 ac), Lot 4 (39.95 ac),

S2/NE/4, SE/4, S/2NW/4, SW/4

Number of Acres: 639.20

Current Lessee of Record: XTO Holdings, LLC

Name of Working Interest Owners: XTO Holdings, LLC.....100.000000%

ORRI Owners: Alldale Minerals III LP

Barry R Gager Blasco LLC

Bole Resources LLC

Douglas S Izmarian and Christine M

Izmirian, JTWROS

Elizabeth Jane Kay Family Trust

Foundation Minerals LLC Galley NM Assets, LLC

Jan C Dotson Ice

Kirk & Sweeney Ltd Co

KT Energy LLC Lalla Mae Davis

LJA Charitable Investments, LLC

McMullen Minerals LLC

MEL Energy Inc Motowi, LLC

MW Oil Investment Company Inc Oak Valley Mineral and Land LP

Outdoor Entourage Inc Pegasus Resources LLC

Post Oak Crown Minerals LLC Robert Edward Eckels Jr. LLC

S&E Royalty LLC Sortida Resources, LLC Spinnaker Investments LP T Bar Oil & Gas Ltd

William N Heiss Profit Sharing Plan

XTO Royalty Holdings, LP

# **RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	480.00	25.010421%
2	160.00	8.336807%
3	320.00	16.673614%
4	320.00	16.673614%
5	<u>639.20</u>	33.305544%
Total	1,919.20	100.0000%

# Federal Communitization Agreement

Contract No.	

THIS AGREEMENT entered into as of the 1st day of January 2023, 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:

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

Township 25 South, Range 29 East, N.M.P.M.

Section 10: E/2 Section 15: E/2 Eddy County, New Mexico

Containing 640.0 acres, and this agreement shall include only the <u>Wolfcamp</u> Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from suchformation(s).

- 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 XTO Energy Inc., 22777 Springwoods Village Pkwy, Spring, TX 77389. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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 January 1, 2023, 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 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <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.

OPERATOR:

Date: 03 00 03

XTO Energy Inc.

Name: Angie Repka

Title: Commercial and Land Manager

Attorney-in-Fact

### **ACKNOWLEDGEMENT**

STATE OF TEXAS	)
	) ss
COUNTY OF HARRIS	)

On this 22 day of March, 2023, before me, a Notary Public for the State of Texas, personally appeared Angic Repka, known to me to be the Commercial and Land Manager Attorney-in-Fact of XTO Energy Inc., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

Com No

Comm. Expires 04-12-2026 Notary ID 12919295-1

CAROLINA HIDALGO

Notary Public, State of Texas

Notary Public

5

Shanghai Rooster 15-10 Fed 108H, 804H, 806H (Wolfcamp)

AND/OR LESSEES OF RECORD

Date: 03/22/2023

XTO Holdings, LLC

Name: Angie Repka

Title: Commercial Land Manager

Attorney-in-Fact

#### **ACKNOWLEDGEMENT**

STATE OF TEXAS

) ss.

COUNTY OF HARRIS

On this 22day of March . 2023, before me, a Notary Public for the State of Texas personally appeared Angie Repka, known to me to be the Commercial Land Manager Attorney-in-Fact of XTO Holdings, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me such company executed the same.

(SEAL)

CAROLINA HIDALGO
Notary Public, State of Texas
Comm. Expires 04-12-2026
Notary ID 12919295-1

04/19/36

My Commission Expires

Notary Public

AND/OR LESSEES OF RECORD

Sonic Oil & Gas LP

Date:	3-6-23	
Date.		

Name: George & Rogers
Title: President

STATE OF Texas
COUNTY OF Young ) ss.
On this 6th day of March, 2023, before me, a Notary Public for the State
of lexas , personally appeared
the Limited Partnership that executed the foregoing instrument and acknowledged to me such Limited Partnership executed the same.
(SEAL)
LEE BIEBIGHAUSER
1-30-26 Notary Public, State of Texas Comm. Expires 01/30/2026
My Commission Expires Notary ID 12969388-4 Notary Public

AND/OR LESSEES OF RECORD

The Allar Company

Date: 3/6/23

Name: John Cours Chausen
Title: Vassint

	·
STATE OF Texas	)
COUNTY OF VOUNG	) ss.
1 /	<b>,</b>
On this day of March	, 2023, before me, a Notary Public for the State
, pergenany	y appeared John Chills Orange
known to me to be the	dent of The Allar Company,
the company that executed the force	egoing instrument and acknowledged to me such
company executed the same.	
SHEILA BURT	
My Notary ID # 12014795	
Expires May 22, 2026	
Total Control	$\mathcal{L}$
May 22, 2026	Meila Burt
My Commission Expires	Notary Public

AND/OR LESSEES OF RECORD

BF Albritton, LLC

Date: 3.23.023

By: Beint Albeitten
Title: MCR

STATE OF TEXAS )	
COUNTY OF YOURS ) ss.	
On this 3 day of MARCH, 2023, before me, a Notary Public for the of TEXAS, personally appeared BRINT ALBRITTEN	
known to me to be the MANAGER of B F Albritton,	LLC
the limited liability company that executed the foregoing instrument and acknowledged to me such limited liability company executed the same.	
(SEAL)	
LEE BIEBIGHAUSER Notary Public, State of Texas Comm. Expires 01/30/2026 Notary Public Notary Public	2

AND/OR LESSEES OF RECORD

T C Energy, LLC

Date: 3/6/23

Name: DERROLL SAURE

Title: MANN-base

STATE OF TRUE
COUNTY OF Yourt ) ss.
On this 6 day of MARCH , 2023, before me, a Notary Public for the State of TRXAS , personally appeared DRRAFTER SHIFFE , known to me to be the MARCH Of T C Energy, LLC., the
limited liability company that executed the foregoing instrument and acknowledged to me such limited liability company executed the same.
(SEAL)
1-30-26  My Commission Expires  LEE BIEBIGHAUSER Notary Public, State of Texas Comm. Expires 01/30/2026 Notary Public

AND/OR LESSEES OF RECORD

G E Rogers, LLC

Date: 3-7-2027

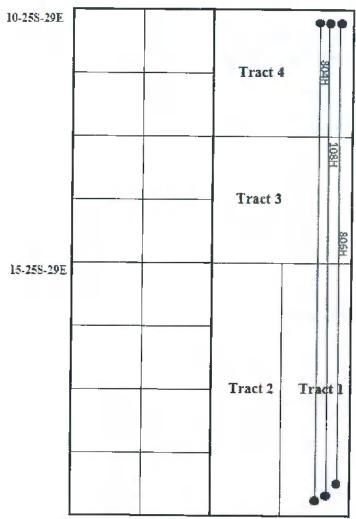
Name: Goorge Projers
Title: Manager

STATE OF <u>lexas</u>	
) ss.	
COUNTY OF 184mg )	
On this the day of March, 2023, before me, a No	tary Public for the State
of Texas , personally appeared George E	Ropers
	GE Rogers, LLC., the
limited liability company that executed the foregoing instrum	
to me such limited liability company executed the same.	
(SEAL)	
Notary Public, State of Texas Comm. Expires 01/30/2026 Notary ID 12969388-4	Ja Bill
My Commission Expires	Notary Public

## **EXHIBIT "A"**

Plat of communitized area covering **640.0** acres in Township 25 South, Range 29 East, E/2 Section 10, E/2 Section 15, N.M.P.M., Eddy County, New Mexico

Shanghai Rooster 15-10 Fed 108H Shanghai Rooster 15-10 Fed 804H Shanghai Rooster 15-10 Fed 806H



Surface and Bottom Hole Locations

Shanghai Rooster 15-10 Fed

#108H SHL 340' FSL & 885' FEL SEC 15-255-29E #108H BHL 200' FNL & 1,170' FEL SEC 10-25S-29E #804H SHL 310' FSL & 885' FEL SEC 15-25S-29E #804H BHL 200' FNL & 750' FEL SEC 10-25S-29E #806H SHL 370' FSL & 885' FEL SEC 15-25S-29E #806H BHL 200' FNL & 330' FEL SEC 10-25S-29E

#### **EXHIBIT "B"**

To Communitization Agreement Dated <u>January 1, 2023</u> embracing the following described land in Township 25 South, Range 29 East, E/2 Section 10, E/2
Section 15, N.M.P.M.,
Eddy County, New Mexico

Operator of Communitized Area: XTO Energy Inc.

#### **DESCRIPTION OF LEASES COMMITTED**

#### Tract No. 1

Lease Serial Number: NMNM-014778

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 15: E/2E/2

Number of Acres: 160 .00

Current Lessee of Record: BAGAM Ltd......7.500000%

Name of Working Interest Owners: XTO Holdings, LLC......72.250000%

ORRI Owners: Ard Oil Ltd

Delmar Hudson Lewis Living Trust

Dragoon Creek Minerals LLC

Fortis Minerals II LLC

Hayes Land LP

Hayes Land & Production LP

H M Bettis Inc Javelina Partners

Jeanette Probandt Trust

Josephine T Hudson Test Trust Lindy's Living Trust Martha E Martin Norman D Stovall Jr Children's Trust for Martha E Martin Norman D Stovall Jr Children's Trust for Michael E Stovall Norman D Stovall Jr Children's Trust for Norman D Stovall III Pamela Jean Miller Pegasus Resources NM LLC Rio Brazos Mineral Company LLC Robert Steven Noah Ross Family Trust Sonic Minerals LP Stovall Investments Inc VOS 2012 Irrevocable Trust West Point Minerals LLC Zorro Partners Ltd

Lease Serial Number: NMNM-014778

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 15: W/2E/2

Number of Acres: 160 .00

Current Lessee of Record: BAGAM Ltd......7.500000%

Name of Working Interest Owners: XTO Holdings, LLC......72.250000%

ORRI Owners: Dragoon Creek Minerals LLC

Hayes Land LP

Hayes Land & Production LP

H M Bettis Inc

Jeanette Probandt Trust

Martha E Martin

Norman D Stovall Jr Children's Trust for

Martha E Martin

Norman D Stovall Jr Children's Trust for

Michael E Stovall

Norman D Stovall Jr Children's Trust for

Norman D Stovall III

OXY USA Inc Pamela Jean Miller

Pegasus Resources NM LLC

Rio Brazos Mineral Company LLC

Robert Steven Noah Ross Family Trust Sonic Minerals LP Stovall Investments Inc VOS 2012 Irrevocable Trust West Point Minerals LLC

Lease Serial Number: NMNM-136870

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 10: SE/4

Number of Acres: 160.00

Current Lessee of Record: XTO Holdings, LLC

Name of Working Interest Owners: XTO Holdings, LLC.....73.710525%

ORRI Owners: Bettis Brothers LP

Chad Barbe

EOG Resources Inc KMF Land LLC

Hayes Land and Production LP

Hayes Land LP H M Bettis LP

LaNell Joy Honeyman

Lanell Joy Honeyman, Trustee of the

Leslie Robert Honeyman Trust

L E Oppermann Martha E Martin

McMullen Minerals LLC

Norman D Stovall Jr. Children's Trust for

Martha E Martin

Norman D Stovall Jr. Children's Trust for

Michael E Stovall

Norman D Stovall Jr. Children's Trust for

Norman D Stovall III

Oak Valley Mineral & Land LP Pegasus Resources NM LLC Post Oak Crown Minerals LLC

Post Oak Mavros II, LLC

Rio Brazos Mineral Company LLC

Sonic Minerals LP Sortida Resources LLC

Lease Serial Number: NMNM-136870

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 10: NE/4

Number of Acres: 160.00

Current Lessee of Record: XTO Holdings, LLC

Name of Working Interest Owners: XTO Holdings, LLC.....100.000000%

ORRI Owners: Chad Barbe

Foundation Minerals LLC
Oak Valley Mineral & Land LP
Post Oak Crown Minerals LLC
Post Oak Mavros II, LLC
Sortida Resources, LLC

## RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	160.00	25.0000%
2	160.00	25.0000%
3	160.00	25.0000%
4	<u>160.00</u>	25.0000%
Total	640.00	100.0000%

### Federal Communitization Agreement

Contract	No	
Contract	No	

THIS AGREEMENT entered into as of the 1st day of January 2023, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

#### WITNESSETH:

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

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

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

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

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

Township 25 South, Range 29 East, N.M.P.M.

Section 03: Lot 1 (39.65 ac), Lot 2 (39.75 ac), S/2NE/4, SE/4

Section 10: E/2 Section 15: E/2

**Eddy County, New Mexico** 

Containing 959.40 acres, and this agreement shall include only the **Bone Spring Formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from suchformation(s).

- 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 XTO Energy Inc., 22777
  Springwoods Village Pkwy, Spring, TX 77389. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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.
- The date of this agreement is January 1, 2023, and it shall become effective as of 10. 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 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <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.

OPERATOR:

Date: 03 22 2023

XTO Energy Inc

Name: Angie Repka

Title: Commercial and Land Manager

Attorney-in-Fact

### **ACKNOWLEDGEMENT**

STATE OF TEXAS	)
	) ss
COUNTY OF HARRIS	)

On this 22 day of March , 2023, before me, a Notary Public for the State of Texas, personally appeared Angie Repka, known to me to be the Commercial and Land Manager Attorney-in-Fact of XTO Energy Inc., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

CAROLINA HIDALGO
Notary Public, State of Texas
Comm. Expires 04-12-2026
Notary ID 12919295-1

My Commission Expires

Notary Public

AND/OR LESSEES OF RECORD

XTO Holdings, LLC

Date: 03/22/2023

Name: Angie Repka

Title: Commercial and Land Manager

Attorney-in-Fact

#### **ACKNOWLEDGEMENT**

STATE OF TEXAS ) ss. COUNTY OF HARRIS )

On this 22 day of Morch, 2023, before me, a Notary Public for the State of Texas, personally appeared Angie Repka, known to me to be the Commercial and Land Manager Attorney-in-Fact of XTO Holdings, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me such company executed the same.

(SEAL)

CAROLINA HIDALGO
Notary Public, State of Texas
Camm. Expires 04-12-2026
Notary ID 12919295-1

My Commission Expires

Motary Public

AND/OR LESSEES OF RECORD

Sonic Oil & Gas LP

By:	
Name: George E Rogers	
Title: President	
	Name: George & Rogers

CTATE OF THE	
STATE OF 1 e xq S	
COUNTY OF Young ) ss.	
On this leth day of March , 2023, before me, a Notary Public for the Sta	ate
of Texas , personally appeared George E Rogers known to me to be the President of Sonic Oil & Gas LI	
the Limited Partnership that executed the foregoing instrument and acknowledged me such Limited Partnership executed the same.	to
(SEAL)	
My Commission Expires  Notary Public, State of Texas Comm. Expires 01/30/2026 Notary ID 12969388-4 Notary Public	)

AND/OR LESSEES OF RECORD

The Allar Company

Date:  $\frac{7/2}{23}$ 

May 27, 2026 My Commission Expires Name: JOHN CHILES GRACHAM
Title: PRESIDENT

Notary Public

STATE OF TEXAS	. )
COUNTY OF Voung	) ss.
, ' J	)
On this 2nd day of March	, 2023, before me, a Notary Public for the State
of Texas , person	ally appeared John Chiles Graham.
known to me to be the	of The Allar Company,
	foregoing instrument and acknowledged to me such
the company that executed the	

AND/OR LESSEES OF RECORD

B F Albritton, LLC

Date:	3	4	3	ç	20	2	$\mathcal{E}_{.}$

Name: BRINT ALBRITTON
Title: MGR

STATE OF TEXAS			
COUNTY OF YOUR	) ss. )		
On this 3 day of MAR of TEXAS, pers	onally appeared	BRINT A	CARITTON
known to me to be the	LANAGER	of	B F Albritton, LLC
the limited liability company acknowledged to me such lin	that executed the	foregoing instr	ument and
dekilo wiedbod to life sacii ili	med hability con	ipally executed	the same.
(SEAL)			
	BY PO LEE DI	EBIGHAUSER	
1-30-26	Notary Pt	ublic, State of Texas Expires 01/30/2025	Ju 3 00
My Commission Expires		tary ID 12969388-4	Notary Public
			~

AND/OR LESSEES OF RECORD

T C Energy, LLC

Date: 3/6/23

Name: DEFRICK SMIKE

Title: MANAGER

STATE OF TEXAS )
COUNTY OF Yound ) ss.
On this 4 day of MARCIA, 2023, before me, a Notary Public for the State of TRXAS, personally appeared DERRICK SALCKE, known to me to be the MANTHUR of T C Energy, LLC., the
limited liability company that executed the foregoing instrument and acknowledged to me such limited liability company executed the same.
(SEAL)
1-30-26  LEE BIEBIGHAUSER Notary Public, State of Texas Comm. Expires 01/30/2026
My Commission Expires Notary ID 12969388-4 Notary Public

AND/OR LESSEES OF RECORD

G E Rogers, LLC

Date: 3-7-2023

By: Royers

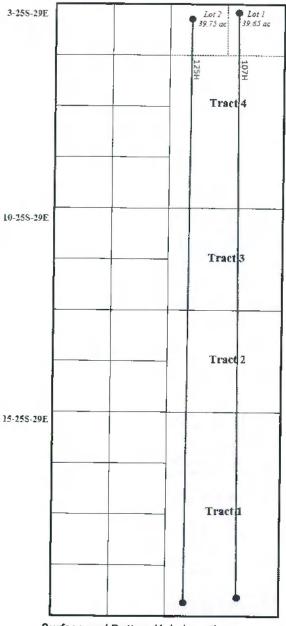
Title: mannier

STATE OF Texos	)	
	) ss.	
COUNTY OF Young	)	
On this 7th day of March	2022 1 6	N
On this t day of Priarch	, 2023, before me	, a Notary Public for the State
of Texas person	ally appeared (rea	prac E Rogers
known to me to be the	lanager	of G E Rogers, LLC., the
limited liability company that e	executed the foregoing in	astrument and acknowledged
to me such limited liability com		
(SEAL)		
	LEE BIEBIGHAUSE	R
	Notary Public, State of Text	as a
1-30-26	Comm. Expires 01/30/202 Notary ID 12969388	
	OF TO NOTATY ID 1250500	
My Commission Expires	A STATE OF THE STA	Notary Public

# **EXHIBIT "A"**

Plat of communitized area covering **959.40** acres in Township 25 South, Range 29 East, Lot 1 (39.65 ac), Lot 2 (39.75 ac), S/2NE/4, SE/4 of Section 3, E/2 Section 10, E/2 Section 15, N.M.P.M., Eddy County, New Mexico

Shanghai Rooster 15-3 Fed 107H Shanghai Rooster 15-3 Fed 125H



#### Surface and Bottom Hole Locations Shanghai Rooster 15-3 Fed

#107H SHL 341' FSL & 1,185' FEL SEC 15-25S-29E #107H BHL 50' FNL & 1,320' FEL SEC 3-25S-29E #125H SHL 330' FSL & 2,530' FEL SEC 15-25S-29E #125H BHL 50' FNL & 2,590' FEL SEC 3-25S-29E

### **EXHIBIT "B"**

To Communitization Agreement Dated <u>January 1, 2023</u> embracing the following described land in Township 25 South, Range 29 East, Lot 1 (39.65 ac), Lot 2 (39.75 ac), S/2NE/4, SE/4 Section 3, E/2 Section 10, E/2 Section 15, N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: XTO Energy Inc.

#### **DESCRIPTION OF LEASES COMMITTED**

#### Tract No. 1

Lease Serial Number:	NMNM-014778
Lease Serial Nulliver.	NIVINIVI-014//

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 15: E/2

Number of Acres: 320.00

Current Lessee of Record: BAGAM Ltd......7.500000%

Name of Working Interest Owners: XTO Holdings, LLC......72.250000%

ORRI Owners: Ard Oil Ltd

Delmar Hudson Lewis Living Trust

Dragoon Creek Minerals LLC

EOG Resources Inc Fortis Minerals II LLC Foundation Minerals II LLC Galley NM Assets LLC

H M Bettis Inc

Hayes Land & Production LP

Hayes Land LP Javelina Partners Jeanette Probandt Trust Josephine T Hudson Test Trust Lannell Joy Honeyman Leslie Robert Honeyman Trust Lindy's Living Trust Martha E Martin McMullen Minerals LLC Norman D Stovall Jr. Children's Trust for Martha E Martin Norman D Stovall Fr. Children's Trust for Michael E Stovall Norman D. Stovall Jr. Children's Trust for Norman D Stovall III Oak Valley Mineral and Land LP **OXY USA Inc** Pamela Jean Miller Pegasus Resources NM LLC Post Oak Crown Minerals LLC Rio Brazos Mineral Company LLC Robert Steven Noah Ross Family Trust Sonic Minerals LP Sortida Resources LLC Stovall Investments Inc Strudel Royalties LLC VOS 2012 Irrevocable Trust West Point Minerals LLC Zorro Partners LTD

Lease Serial Number: NMNM-136870

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 10: SE/4

Number of Acres: 160.00

Current Lessee of Record: XTO Holdings, LLC

Name of Working Interest Owners: XTO Holdings, LLC......73.710525%

B F Albritton......0.361126% G E Rogers LLC......0.615691% Sonic Oil & Gas LP......4.583110% T C Energy LLC......0.361126% The Allar Company......20.368422%

**ORRI Owners:** Bettis Brothers LP

Chad Barbe

**EOG Resources Inc** KMF Land LLC

Hayes Land and Production LP

Hayes Land LP H M Bettis LP

LaNell Joy Honeyman

Lanell Joy Honeyman, Trustee of the

Leslie Robert Honeyman Trust

L E Oppermann Martha E Martin McMullen Minerals LLC

Norman D Stovall Jr. Children's Trust for

Martha E Martin

Norman D Stovall Jr. Children's Trust for

Michael E Stovall

Norman D Stovall Jr. Children's Trust for

Norman D Stovall III

Oak Valley Mineral & Land LP Pegasus Resources NM LLC Post Oak Crown Minerals LLC

Post Oak Mavros II, LLC

Rio Brazos Mineral Company LLC

Sonic Minerals LP Sortida Resources LLC

Lease Serial Number: NMNM-136870

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 10: NE/4

Number of Acres: 160.00

Current Lessee of Record: XTO Holdings, LLC

Name of Working Interest Owners: XTO Holdings, LLC.....100.000000%

ORRI Owners: Chad Barbe

Foundation Minerals LLC

Oak Valley Mineral & Land LP Post Oak Crown Minerals LLC Post Oak Mavros II, LLC

Sortida Resources, LLC

Lease Serial Number: NMNM-015302

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 03: Lot 1, Lot 2, S/2NE/4,

SE/4

Number of Acres: 319.40

Current Lessee of Record: XTO Holdings, LLC

Name of Working Interest Owners: XTO Holdings, LLC.....100.000000%

ORRI Owners: Alldale Minerals III LP

> Barry R Gager Blasco LLC

Bole Resources LLC

Douglas S Izmarian and Christine M

Izmirian, JTWROS

Elizabeth Jane Kay Family Trust

Foundation Minerals LLC Galley NM Assets, LLC

Jan C Dotson Ice

Kirk & Sweeney Ltd Co

KT Energy LLC Lalla Mae Davis

LJA Charitable Investments, LLC

McMullen Minerals LLC

MEL Energy Inc

Motowi, LLC

MW Oil Investment Company Inc Oak Valley Mineral and Land LP

Outdoor Entourage Inc Pegasus Resources LLC

Post Oak Crown Minerals LLC Robert Edward Eckels Jr. LLC

S&E Royalty LLC Sortida Resources, LLC Spinnaker Investments LP

T Bar Oil & Gas Ltd

William N Heiss Profit Sharing Plan

XTO Royalty Holdings, LP

# RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
-1	320.00	33.3542%
2	160.00	16.6771%
3	160.00	16.6771%
4	319.40	33.2916%
Total	959.40	100.0000%

### Federal Communitization Agreement

Contract No.	

THIS AGREEMENT entered into as of the 1st day of January 2023, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

#### WITNESSETH:

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

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

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

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

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

Township 25 South, Range 29 East, N.M.P.M.

Section 03: Lot 3 (39.85 ac), Lot 4 (39.95 ac), S/2NW/4, SW/4

Section 10: W/2 Section 15: W/2

Eddy County, New Mexico

Containing 959.80 acres, and this agreement shall include only the **Bone Spring** Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from suchformation(s).

- 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 XTO Energy Inc., 22777 Springwoods Village Pkwy, Spring, TX 77389. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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 January 1, 2023, 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 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
- 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

- 13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

#### **OPERATOR:**

Date: 03/22/2003

XTO Energy Inc.

Name: Angie Repka

Title: Commercial and Land Manager

Attorney-in-Fact

#### ACKNOWLEDGEMENT

STATE OF TEXAS	)
	) ss
COUNTY OF HARRIS	)

On this <u>Jo</u> day of <u>March</u>, 2023, before me, a Notary Public for the State of Texas, personally appeared Angie Repka, known to me to be the Commercial and Land Manager Attorney-in-Fact of XTO Energy Inc., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

CAROLINA HIDALGO
Notary Public, State of Texas
Comm. Expires 04-12-2026
Notary ID 12919295-1

My Commission Expires

Notary Public

5

Shanghai Rooster 15-3 Fed 103H (Bone Spring)

AND/OR LESSEES OF RECORD

Date: 03/22/2023

XTO Holdings, LLC

Name: Angie Ropka

Title: Commercial and Land Manager

Attorney-in-Fact

### **ACKNOWLEDGEMENT**

STATE OF TEXAS )

COUNTY OF HARRIS )

On this 22 day of March, 2023, before me, a Notary Public for the State of Texas, personally appeared Angie Repka, known to me to be the Commercial and Land Manager Attorney-in-Fact of XTO Holdings, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me such company executed the same.

(SEAL)

My Commission Expires

CAROLINA HIDALGO
Notary Public, State of Texas
Comm. Expires 04-12-2026
Notary ID 12919295-1

Notary Public

AND/OR LESSEES OF RECORD

Sonic Oil & Gas LP

Date: 3-6-23

By: George Exogers
Title: Resident

STATE OF				
COUNTY OF Young ) ss.				
On this hand day of March, 2023, before me, a Notary Public for the State				
of <u>Texas</u> , personally appeared <u>George &amp; Rogers</u> , known to me to be the <u>Tresident</u> of Sonic Oil & Gas LP,				
the Limited Partnership that executed the foregoing instrument and acknowledged to				
me such Limited Partnership executed the same.				
(SEAL)				
1-30-26 Notary Public, State of Texas Comm. Expires 01/30/2026 Notary ID 12969388-4				
My Commission Expires Notary Public				

AND/OR LESSEES OF RECORD

The Allar Company

	/ 1
Date: _	3/4/23

Name: Journ Cours God A 4m.
Title: Passent

STATE OF TEXAS	)	
	) ss.	
COUNTY OF Young	j ,	
	. 2023.	, before me, a Notary Public for the State
of TAVAS personally	anneared	1 John Chiles Graham,
or resolially	appeared	John Chins Orandon,
known to me to be the	sident	of The Allar Company,
		strument and acknowledged to me such
company executed the same		
SHEILA BURT  My Notary ID # 12014795  Expires May 22, 2026		
Th. 22 0 12.		Sheila Burt
May 22, 2026		ONCULA TOUR
My Commission Expires		Notary Public

AND/OR LESSEES OF RECORD

B F Albritton, LLC

Date: 3.3.2023

Name: BRINT ALBRITTON

Title: MGR

STATE OF TEXAS			
COUNTY OF YOUNG ) ss.			
On this 3 day of MARCH, 2023, before me, a Notary Public for the State of TEXAS, personally appeared RRINT ALDRITION, known to me to be the WANACER of B F Albritton, LLC.,			
the limited liability company that executed the foregoing instrument and acknowledged to me such limited liability company executed the same.			
(SEAL)			
1-30-24  My Commission Expires  LEE BIEBIGHAUSER Notary Public, State of Texas Comm. Expires 01/30/2026 Notary ID 12969388-4  Notary Public			

AND/OR LESSEES OF RECORD

T C Energy, LLC

Date: 3/6/23

By: Wand Sollie
Name: DERREIT SOLLIE

STATE OF TRXAS
COUNTY OF Yout ) ss.
On this 6 day of MARCH, 2023, before me, a Notary Public for the State of TRXMS, personally appeared DRRACK SALCK, known to me to be the MARCH Of T C Energy, LLC., the limited liability company that executed the foregoing instrument and acknowledged to me such limited liability company executed the same.
(SEAL)
1-30-26  My Commission Expires  LEE BIEBIGHAUSER  Notary Public, State of Texas  Comm. Expires 01/30/2026  Notary ID 12969388-4  Notary Public

AND/OR LESSEES OF RECORD

G E Rogers, LLC

Date: 3 7 7023

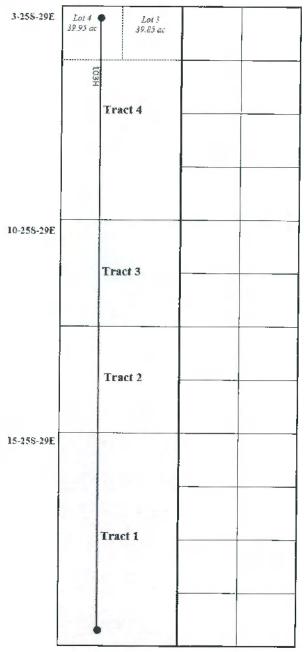
Name: Groffe E Rojer (
Title: Manner

STATE OF Texas
COUNTY OF Young ) ss.
On this 7th day of March, 2023, before me, a Notary Public for the State of 7exas, personally appeared George & Rogers, LLC., the limited liability company that executed the foregoing instrument and asknowledged
known to me to be the Manager of G E Rogers, LLC., the limited liability company that executed the foregoing instrument and acknowledged
to me such limited liability company executed the same.
(SEAL)
1-30-26 Notary Public, State of Texas Comm. Expires 01/30/2026 Notary ID 12969388-4
My Commission Expires Notary Public

# **EXHIBIT "A"**

Plat of communitized area covering **959.80** acres in Township 25 South, Range 29 East, Lot 3 (39.85 ac), Lot 4 (39.95 ac), S/2NW/4, SW/4 of Section 3, W/2 Section 10, W/2 Section 15, N.M.P.M., Eddy County, New Mexico

## Shanghai Rooster 15-3 Fed 103H



Surface and Bottom Hole Locations Shanghai Rooster 15-3 Fed

#103H SHL 330' FSL & 1,830' FWL SEC 15-25S-29E #103H BHL 50' FNL & 1,320' FWL SEC 3-25S-29E

#### **EXHIBIT "B"**

To Communitization Agreement Dated <u>January 1, 2023</u> embracing the following described land in Township 25 South, Range 29 East, Lot 3 (39.85 ac), Lot 4 (39.95 ac), S/2NW/4, SW/4 Section 3, W/2 Section 10, W/2 Section 15, N.M.P.M..

Eddy County, New Mexico

Operator of Communitized Area: XTO Energy Inc.

### **DESCRIPTION OF LEASES COMMITTED**

#### Tract No. 1

Lease Serial Number: NMNM-014778

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 15: W/2

Number of Acres: 320.00

Current Lessee of Record: BAGAM Ltd......7.500000%

Name of Working Interest Owners: XTO Holdings, LLC......72.250000%

ORRI Owners: Ard Oil Ltd

Delmar Hudson Lewis Living Trust

Dragoon Creek Minerals LLC

Fortis Minerals II LLC

Hayes Land LP

Hayes Land & Production LP

H M Bettis Inc Javelina Partners

Jeanette Probandt Trust Josephine T Hudson Test Trust Lindy's Living Trust Martha E Martin Norman D Stovall Jr Children's Trust for Martha E Martin Norman D Stovall Jr Children's Trust for Michael E Stovall Norman D Stovall Jr Children's Trust for Norman D Stovall III Pamela Jean Miller Pegasus Resources NM LLC Rio Brazos Mineral Company LLC Robert Steven Noah Ross Family Trust Sonic Minerals LP Stovall Investments Inc VOS 2012 Irrevocable Trust West Point Minerals LLC Zorro Partners Ltd

Lease Serial Number: NMNM-136870

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 10: SW/4

Number of Acres: 160.00

Current Lessee of Record: XTO Holdings, LLC

Name of Working Interest Owners: XTO Holdings, LLC.....73.710525%

B F Albritton......0.361126% G E Rogers LLC......0.615691% Sonic Oil & Gas LP......4.583110% T C Energy LLC......0.361126% The Allar Company......20.368422%

**ORRI Owners:** Bettis Brothers Inc

Chad Barbe

EOG Resources Inc KMF Land LLC

Hayes Land and Production LP

Hayes Land LP H M Bettis Inc

LaNell Joy Honeyman

Lanell Joy Honeyman, Trustee of the Leslie

Robert Honeyman Trust

L E Oppermann Martha E Martin

McMullen Minerals LLC

Norman D Stovall Jr. Children's Trust for

Martha E Martin

Norman D Stovall Jr. Children's Trust for

Michael E Stovall

Norman D Stovall Jr. Children's Trust for

Norman D Stovall III

Oak Valley Mineral & Land LP Pegasus Resources NM LLC Post Oak Crown Minerals LLC Post Oak Mavros II, LLC

Rio Brazos Mineral Company LLC

Sonic Minerals LP Sortida Resources LLC

Lease Serial Number: NMNM-136870

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 10: NW/4

Number of Acres: 160.00

Current Lessee of Record: XTO Holdings, LLC

Name of Working Interest Owners: XTO Holdings, LLC.....100.000000%

ORRI Owners: Chad Barbe

Foundation Minerals LLC Oak Valley Mineral & Land LP Post Oak Crown Minerals LLC Post Oak Mavros II, LLC

Sortida Resources, LLC

Lease Serial Number: NMNM-015302

Description of Land Committed: Township 25 South, Range 29 East,

NMPM, Section 03: Lot 3, Lot 4, S/2NW/4,

SW/4

Number of Acres: 319.80

Current Lessee of Record: XTO Holdings, LLC

Name of Working Interest Owners: XTO Holdings, LLC.....100.000000%

ORRI Owners: Alldale Minerals III LP

Barry R Gager Blasco LLC

**Bole Resources LLC** 

Douglas S Izmarian and Christine M

Izmirian, JTWROS

Elizabeth Jane Kay Family Trust

Foundation Minerals LLC Galley NM Assets, LLC

Jan C Dotson Ice

Kirk & Sweeney Ltd Co

KT Energy LLC Lalla Mae Davis

LJA Charitable Investments, LLC

McMullen Minerals LLC

MEL Energy Inc Motowi, LLC

MW Oil Investment Company Inc Oak Valley Mineral and Land LP

Outdoor Entourage Inc Pegasus Resources LLC

Post Oak Crown Minerals LLC Robert Edward Eckels Jr. LLC

S&E Royalty LLC
Sortida Resources, LLC
Spinnaker Investments LP
T Par Oil & Good td

T Bar Oil & Gas Ltd

William N Heiss Profit Sharing Plan

XTO Royalty Holdings, LP

# RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	320.00	33.3403%
2	160.00	16.6701%
3	160.00	16.6701%
4	319.80	33.3195%
Total	959.80	100.0000%

Alldale Minerals III LP	2100 Ross Avenue Suite 1870	Dallas	TX	75201
Ard Oil LTD	Po Box 101027	Fort Worth	TX	76185-0000
B F Albritton LLC	Po Box 266	Graham	TX	76450-0000
Barry R Gager	3600 Winnebago Dr	Sedalia	CO	80135-8975
Bettis Brothers LP	400 W Wall St Ste 200	Midland	TX	79701
Bj And Rachel Honeyman Liv Tr	26 Meadow Brook Place	The Woodlands	TX	77382
Blasco LLC	6235 Savannah Way	Colorado Springs	CO	80919-0000
Blue Star Royalty LLC	Po Box 470249	Fort Worth	TX	76147
Bole Resources LLC	Po Box 1116	Williston	ND	58801-0000
Brent Jeremy Honeyman Childs Trust	26 Meadow Brook Pl	The Woodland	TX	77382
Burlington Resources Oil And Gas	Po Box 22295 Network Pl	Chicago	IL	60673-1222
Chad Barbe	Po Box 2107	Roswell	NM	88202-0000
Delmar Hudson Lewis Liv Trust	Po Box 840738	Dallas	TX	75284-0738
Douglas S Izmirian & Christine M. Izmirian JTWRS	2716 S Simms Way	Lakewood	CO	80228-5502
Fortis Minerals II LLC	Po Box 736059	Dallas	TX	75373-6059
G E Rogers LLC	Po Box 1424	Graham	TX	76450-0000
H M Bettis Inc	Box 1240	Graham	TX	76450-1240
Hayes Land And Production LP	Po Box 50530	Austin	TX	78763-0000
Hayes Land LP	Po Box 51510	Midland	TX	79710-1510
Honeyman Investment Holdings LP	2890 Forest Dr	Celina	TX	75009
Jan C Dotson Ice	Po Box 7366	Covington	WA	98042-0000
Javelina Prtnrs	616 Texas St	Fort Worth	TX	76102-0000
Jeanette Probandt Tr	2501 Tamarind Dr	Midland	TX	79705-2685
Josephine T Hudson Test Tr	Po Box 1600	San Antonio	TX	78296-0000
Kirk And Sweeney Ltd Co	Po Box 699	Roswell	NM	88202-0699
Kt Energy LLC	Po Box 727	Spearfish	SD	57783
Laura And John Arnold Foundation	1717 West Loop South Suite 180	Houston	TX	77027
Leslie E Oppermann And Nicolette A Oppermann	1505 Neely Ave	Midland	TX	79705-7558
Lindys Liv Tr	215 W Bandera Rd Ste 114 620	Boerne	TX	78006-0000
Marc Lilley And Lisa Lilley	19008 N 98Th Way	Scottsdale	ΑZ	85255-0000
Martha E Martin	Po Box 10	Graham	TX	76450
Mel Energy Inc	4721 Kites Ln	Bismarck	ND	58503-0000
Mms Xto Federal	810 Houston Street, C/O Xto Energy Inc	Fort Worth	TX	76102-6298
Motowi LLC	Po Box 13128	Las Cruces	NM	88013
Msh Fam Real Est Prtnsp II LLC	4143 Maple Ave Suite 500	Dallas	TX	75219

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Mw Oil Investment Company Inc	Po Box 13128	Las Cruces	NM	
Norman D Stovall Jr Childrens Tr	Po Box 10	Graham	TX	76450-0010
Oak Valley Mineral And Land Lp	Po Box 50820	Midland	TX	79710-0000
Outdoor Entourage Inc	912 Alberta Ave	Bismarck	ND	58503-0000
Oxy Usa Inc	Po Box 841803	Dallas	TX	75284-1803
Pamela Jean Miller	13522 Demeter	<b>Universal City</b>	TX	78148-2838
Pegasus Resources LLC	Po Box 733980	Dallas	TX	75373-3980
Pegasus Resources NM LLC	Po Box 470698	Fort Worth	TX	76147
Post Oak Crown Minerals LLC	34 S Wynden Drive Suite 210	Houston	TX	77056
Post Oak Mavros II LLC	34 S Wynden Drive Suite 210	Houston	TX	77056
Rio Brazos Mineral Co LLC	Po Box 2017	Graham	TX	76450-0000
Robert E Eckels	Po Box 1093	Cedaredge	CO	81413-0000
Robert Steven Noah	2393 Heinen Rd	Floresville	TX	78114-6000
S And E Royalty LLC	8470 West 4Th Ave	Lakewood	CO	80226-0000
Sitio Permian Lp	1401 Lawrence St Ste 1750	Denver	CO	80202-0000
Smp Patriot Mineral Holdings LLC	4143 Maple Ave Suite 500	Dallas	TX	75219
Smp Sidecar Titan	4143 Maple Avenue Ste 500	Dallas	TX	75219
Smp Titan Flex LP	4143 Maple Ave Suite 500	Dallas	TX	75219
Smp Titan Mineral	4143 Maple Avenue Ste 500	Dallas	TX	75219
Sonic Minerals LP	Po Box 1240	Graham	TX	76450-1240
Sonic Oil And Gas Lp	Po Box 1240	Graham	TX	76450-7240
Sortida Resources LLC	Po Box 50820	Midland	TX	79710
Spinnaker Investments Lp	Po Box 3488	Midland	TX	79702
Stovall Investments Inc	Po Box 10, C/O Norman D Stovall Jr Presd	Graham	TX	76450-0000
Strudel Royalties LLC	616 Texas St	Fort Worth	TX	76102
T Bar Oil And Gas LTD	Po Box 247	Crested Butte	CO	81224-0247
T C Energy LLC	Po Box 1461	Graham	TX	76450-0000
Td Minerals LLC	8111 Westchester Ste 900	Dallas	TX	75225-0000
The Allar Company	Po Box 1567	Graham	TX	76450-1567
Vos 2012 Irrev Tr	901 4Th Street	Graham	TX	76450
William N Heiss Profit Sharing	Po Box 2680	Casper	WY	82602-0000
Xto Holdings Llc-Ru5737	22777 Springwoods Village Pkwa	Spring	TX	77389
Xto Royalty Holdings Lp Ru4093	22777 Springwoods Village Pkwy	Spring	TX	77389
Zorro Prtnrs Ltd	616 Texas St	Fort Worth	TX	76102-0000
Bureau of Land Management	301 Dinosaur Trail	Santa Fe	NM	87508

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Bureau of Land Management
Doris Helen Witt Revocable Living Trust DTD 7/30/1992

620 E Greene St.
Doris Lynell Peek TTEE - UNKNOWN

Carlsbad	
JNKNOWN	

NM 88220 DE 19801



Paula M. Vance Associate Phone (505) 988-4421 Fax (505) 819-5579 pmvance@hollandhart.com

March 13, 2024

# CERTIFIED MAIL RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of XTO Energy, Inc. for administrative approval to surface commingle (pool and lease) oil and gas production, off-lease measure, and off-lease store from spacing units comprised of Sections 3, 10, and 15, Township 25 South, Range 29 East, NMPM, Eddy County, New Mexico (the "Lands")

#### Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Any objection to this application must be filed in writing within twenty days from the date this application is received by the Division's Santa Fe office located at 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division.

If you have any questions about this application, please contact the following:

Amanda Garcia XTO Energy, Inc. (505) 787-0508 amanda.garcia@exxonmobil.com

Sincerely,

Paula M. Vance

ATTORNEY FOR XTO ENERGY, INC.

C	9414811898765407655772	Alldale Minerals III LP	2100 Ross Ave Ste 1870	Dallas	ТХ	Your shipment was received at 3:09 pm on March 13, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
g	9414811898765407655918	Ard Oil LTD	PO Box 101027	Fort Worth	ТХ	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
Ğ	9414811898765407655956	B F Albritton LLC	PO Box 266	Graham	ΤX	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
g	9414811898765407655963	Barry R Gager	3600 Winnebago Dr	Sedalia	со	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
	9414811898765407655925		400 W Wall St Ste 200	Midland	ТX	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.

9414811898765407655901	Bj And Rachel Honeyman Liv Tr	26 Meadow Brook Pl	The Woodlands	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655994	Blasco LLC	6235 Savannah Way	Colorado Springs	СО	80919-4853	Your item arrived at our USPS facility in COLORADO SPRINGS CO DISTRIBUTION CENTER on March 14, 2024 at 6:10 pm. The item is currently in transit to the destination.
9414011090703407033994	BidSCO LLC	0233 Savaillali Way	Color ado Springs	CO	00919-4033	destination.
		DO D. 470340			76447 0246	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898765407655949	Blue Star Royalty LLC	PO Box 470249	Fort Worth	TX	/614/-0249	transit to the destination.
						Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898765407655987	Bole Resources LLC	PO Box 1116	Williston	ND	58802-1116	transit to the destination.

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9414811898765407655970	Brent Jeremy Honeyman Childs Trust	26 Meadow Brook Pl	The Woodlands	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
						Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898765407655611	Burlington Resources Oil And Gas	PO Box 22295 Network Pl	Chicago	IL	60673-0001	transit to the destination.
9414811898765407655659	Chad Barbe	PO Box 2107	Roswell	NM	88202-2107	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655666	Delmar Hudson Lewis Liv Trust	PO Box 840738	Dallas	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655628	Douglas S Izmirian & Christine M. Izmiri	2716 S Simms Way	Lakewood	СО	80228-5502	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.

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9414811898765407655604	Fortis Minerals II LLC	PO Box 736059	Dallas	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
0.41.49.119.09.765.40.76555.07	G E Pagars II C	DO Pov 1424	Graham	TV		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898765407655697		PO Box 1240	Graham	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
	Hayes Land And Production LP	PO Box 50530	Austin	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655673	Hayes Land LP	PO Box 51510	Midland	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.

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9414811898765407655116	Honeyman Investment Holdings LP	2890 Forest Dr	Celina	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
						Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898765407655161	Jan C Dotson ice	PO Box 7366	Covington	WA	98042-0043	transit to the destination.
9414811898765407655123	Javelina Prtnrs	616 Texas St	Fort Worth	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655192	Jeanette Probandt Tr	2501 Tamarind Dr	Midland	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655147	Josephine T Hudson Test Tr	PO Box 1600	San Antonio	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.

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9414811898765407655185	Kirk And Sweeney Ltd Co	PO Box 699	Roswell	NM		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
						Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898765407655130	Kt Energy LLC	PO Box 727	Spearfish	SD	57783-0727	transit to the destination.
9414811898765407655178	Laura And John Arnold Foundation	1717 West Loop S Ste 180	Houston	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655352	Leslie E Oppermann And Nicolette A Op	1505 Neely Ave	Midland	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655321	Lindys Liv Tr	215 W Bandera Rd Ste 114 620	Boerne	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.

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9414811898765407655307	Marc Lilley And Lisa Lilley	19008 N 98th Way	Scottsdale	AZ	85255-2591	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
		,				Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898765407655390	Martha E Martin	PO Box 10	Graham	TX	76450-0010	transit to the destination.
9414811898765407655345	Mel Energy Inc	4721 Kites Ln	Bismarck	ND	58503-8537	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898703407033343	ivier Ellergy inc	4/21 Nites Lii	BISHIGICK	ND		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898765407655383	Mms Xto Federal	810 Houston St C/O Xto Energy Inc	Fort Worth	TX	76102-6203	transit to the destination.
						Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898765407655376	Motowi LLC	PO Box 13128	Las Cruces	NM	88013-3128	transit to the destination.
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9414811898765407655017	Msh Fam Real Est Prtnsp II LLC	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
0414911909765407655055	Mw Oil Investment Company Inc	PO Box 13128	Las Cruces	NM	99012 2129	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
J-1-011030703-0707033033	The on meanine Company Inc	1 O DON 13120	Lus Ci uces	14141	00013-3120	transit to the destination.
9414811898765407655062	Norman D Stovall Jr Childrens Tr	PO Box 10	Graham	тх	76450-0010	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
3414011030703407033002	Norman B Stovan St Chinarens 11	1 0 BOX 10	Granam	170	70430 0010	transit to the destination.
9414811898765407655024	Oak Valley Mineral And Land Lp	PO Box 50820	Midland	тх	79710-0820	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
3.1.311030703407033024	can valley lymician and Ep	1 0 00x 00020	THI GIATIA	.,,	7 3 7 10 0020	a. a. a. to the destination.
						Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898765407655000	Outdoor Entourage Inc	912 Alberta Ave	Bismarck	ND	58503-5500	transit to the destination.

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	9414811898765407655093	Оху Usa Inc	PO Box 841803	Dallas	ΤX	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
	0414811898765407655048	Pamela Jean Miller	13522 Demeter	Universal City	ТX	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
	9414811898765407655031	Pegasus Resources LLC	PO Box 733980	Dallas	TX	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
	0414811898765407655413	Pegasus Resources NM LLC	PO Box 470698	Fort Worth	ΤX	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
	0414811898765407655451	Post Oak Crown Minerals LLC	34 S Wynden Dr Ste 210	Houston	ТХ	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.

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9414811898765407655468	Post Oak Mavros II LLC	34 S Wynden Dr Ste 210	Houston	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
						Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898765407655420	Rio Brazos Mineral Co LLC	PO Box 2017	Graham	TX	76450-8017	transit to the destination.
9414811898765407655406	Robert E Eckels	PO Box 1093	Cedaredge	со		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655499	Robert Steven Noah	2393 Heinen Rd	Floresville	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655482	S And E Royalty LLC	8470 W 4th Ave	Lakewood	СО		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.

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9414811898765407655437	Sitio Permian Lp	1401 Lawrence St Ste 1750	Denver	со		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
						Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898/6540/6554/5	Smp Patriot Mineral Holdings LLC	4143 Maple Ave Ste 500	Dallas	TX	/5219-3294	transit to the destination.
9414811898765407655512	Smp Sidecar Titan	4143 Maple Ave Ste 500	Dallas	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655550	Smp Titan Flex LP	4143 Maple Ave Ste 500	Dallas	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655505	Smp Titan Mineral	4143 Maple Ave Ste 500	Dallas	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.

9414811898765407655598	Sonic Minerals LP	PO Box 1240	Graham	TX	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655543	Sonic Oil And Gas Lp	PO Box 1240	Graham	тх	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655581		PO Box 50820	Midland	TX	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655536	Spinnaker Investments Lp	PO Box 3488	Midland	TX	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407655574	Stovall Investments Inc. C/O Norman D.S	PO Box 10	Graham	TX	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.

94148118987654076522	52 Strudel Royalties LLC	616 Texas St	Fort Worth	TX	76102-4612	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
94148118987654076522	69 T Bar Oil And Gas LTD	PO Box 247	Crested Butte	СО	81224-0247	Your item arrived at our USPS facility in COLORADO SPRINGS CO DISTRIBUTION CENTER on March 14, 2024 at 6:03 pm. The item is currently in transit to the destination.
94148118987654076522		PO Box 1461	Graham	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
94148118987654076522	07 Td Minerals LLC	8111 Westchester Dr Ste 900	Dallas	TX	75225-6146	Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.

9414811898765407652245	The Allar Company	PO Box 1567	Graham	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
						Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in
9414811898765407652283	Vos 2012 Irrev Tr	901 4th St	Graham	TX		transit to the destination.
	William N Heiss Profit Sharing	PO Box 2680	Casper	WY	82602-2680	Your item arrived at our USPS facility in CHEYENNE WY DISTRIBUTION CENTER on March 14, 2024 at 10:27 am. The item is currently in transit to the
9414811898765407652818	Xto Holdings Llc-Ru5737	22777 Springwoods Village Pkwy	Spring	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.
9414811898765407652856	Xto Royalty Holdings Lp Ru4093	22777 Springwoods Village Pkwy	Spring	TX		Your item departed our USPS facility in DENVER CO DISTRIBUTION CENTER on March 14, 2024 at 10:05 am. The item is currently in transit to the destination.

						Your item departed our
						USPS facility in DENVER
						CO DISTRIBUTION
						CENTER on March 14,
						2024 at 10:05 am. The
						item is currently in
9414811898765407652863	Zorro Prtnrs Ltd	616 Texas St	Fort Worth	TX	76102-4612	transit to the destination.
						Your item has left our
						acceptance facility and is
						in transit to a sorting
						facility on March 14,
						2024 at 9:47 pm in
9414811898765408872451	Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	DENVER, CO 80217.
						Your item has left our
						acceptance facility and is
						in transit to a sorting
						facility on March 14,
						2024 at 9:47 pm in
9414811898765408872468	Bureau of Land Management	620 E Greene St	Carlsbad	NM	88220-6292	DENVER, CO 80217.

From: Paula M. Vance
To: McClure, Dean, EMNRD

 Subject:
 [EXTERNAL] RE: Action ID: 323765; PLC-928

 Date:
 Wednesday, April 17, 2024 10:16:11 AM

Attachments: PD ComminglingSubmittal CorralCanyon15 04112024.pdf

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Dean,

I provided responses below in red for your review.

Regarding the BLM sundries and the well test method, do you have time to discuss? I'm available this week, but will be on my 2-weeks of Active Duty starting next Monday and won't be available until I get back. If possible, could we try to touch base this week? I also have a question regarding another XTO commingling matter that I wanted to run by you. Thanks!

#### Paula Vance

Associate, Holland & Hart LLP

pmvance@hollandhart.com | T: (505) 954-7286 | M: (337) 280-9055

CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this email.

From: Paula M. Vance

Sent: Tuesday, April 9, 2024 12:04 PM

To: McClure, Dean, EMNRD < Dean. McClure@emnrd.nm.gov>

Subject: RE: Action ID: 323765; PLC-928

Dean,

I'm going to following up with XTO regarding the rest of the items but provided a response to one item below in red.

I will follow-up as soon as I can. Thanks!

#### **Paula Vance**

Associate, Holland & Hart LLP

pmvance@hollandhart.com | T: (505) 954-7286 | M: (337) 280-9055

CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this email.

From: McClure, Dean, EMNRD < Dean. McClure@emnrd.nm.gov >

Sent: Tuesday, April 9, 2024 10:10 AM

**To:** Paula M. Vance < <u>PMVance@hollandhart.com</u>>

Subject: Action ID: 323765; PLC-928

**External Email** 

To whom it may concern (c/o Paula Vance for XTO Energy, Inc.),

The Division is reviewing the following application:

Action ID	323765
Admin No.	PLC-928
Applicant	XTO Energy, Inc. (5380)
Title	Corral Canyon 15 Central Vessel Battery
Sub. Date	3/15/2024

Please provide the following additional supplemental documents:

•

Please provide additional information regarding the following:

Please provide the location of the oil and gas sales meters for this project including the PLSS designation to the quarter-quarter: SW/4 NW/4 of Section 22, see attached revised lease tract map.

• It appears that the HSU for the following well was mistakenly approved by the Division without proper confirmation that the BLM has been informed of the new HSU. Please submit a sundry to the BLM requesting the HSU and upon approval, submit it to the Division. Failure to do so will result in the Division revoking the prior approved sundry and reverting the well to its prior HSU.

	Changhai Daastau 15 2	All	3-25S-29E	
30-015-50040	Shanghai Rooster 15 3 Federal #124H	All	10-25S-29E	98220
	rederal #124H	All 10-258-29E All 15-258-29E		

• For the following wells, please submit a sundry to the BLM requesting the intended HSU and upon approval, submit it to the Division.

		W/2	3-25S-29E	
30-015-50043	Shanghai Rooster 15 3 Federal #104H	W/2	10-25S-29E	98220
	rederal #104H	W/2	15-25S-29E	
	CI 1 1 D 4 15 A	E/2	3-25S-29E	
30-015-50098	Shanghai Rooster 15 3 Federal #105H	<b>E/2</b>	10-25S-29E	98220
	reuerai #105H	<b>E/2</b>	15-25S-29E	
	CI 1 1 D 4 15 A	W/2	3-25S-29E	
30-015-50042	Shanghai Rooster 15 3 Federal #121H	W/2	10-25S-29E	98220
	Federal #121H	W/2	15-25S-29E	
	CI 1 1 D 4 15 A	E/2	3-25S-29E	
30-015-50100	Shanghai Rooster 15 3 Federal #126H	<b>E/2</b>	10-25S-29E	98220
	rederal #120H		15-25S-29E	
	GL 1 1 D 4 472	E/2	3-25S-29E	
30-015-50094	Shanghai Rooster 15 3 Federal #127H	<b>E/2</b>	10-25S-29E	98220
	rederal #12/H	<b>E/2</b>	15-25S-29E	
	CI 1 1 D 1 150	W/2	3-25S-29E	
30-015-50046	Shanghai Rooster 15 3 Federal #161H	W/2	10-25S-29E	98220
	rederal #101H	W/2	W/2 10-25S-29E W/2 15-25S-29E E/2 3-25S-29E E/2 10-25S-29E E/2 15-25S-29E W/2 3-25S-29E W/2 10-25S-29E W/2 15-25S-29E E/2 3-25S-29E E/2 10-25S-29E E/2 15-25S-29E E/2 15-25S-29E E/2 3-25S-29E E/2 3-25S-29E E/2 3-25S-29E E/2 10-25S-29E E/2 10-25S-29E E/2 10-25S-29E E/2 10-25S-29E E/2 10-25S-29E E/2 10-25S-29E	
	CI 1 1 D 4 472	W/2	3-25S-29E	
30-015-50027	Shanghai Rooster 15 3 Federal #163H	W/2	10-25S-29E	98220
	rederal #105H	W/2	15-25S-29E	
	CI 1 D 4 152	W/2	3-25S-29E	
30-015-50028	Shanghai Rooster 15 3 Federal #164H	W/2	10-25S-29E	98220

		W/2	15-25S-29E	
	CI 1 1 D 4 172	W/2	3-25S-29E	
30-015-50092	Shanghai Rooster 15 3 Federal #165H	W/2	10-25S-29E	98220
	rederal #105H	W/2	15-25S-29E	
	Charakai Danasa 152	E/2	3-25S-29E	
30-015-50093	Shanghai Rooster 15 3 Federal #166H	<b>E/2</b>	10-25S-29E	98220
	rederal #10011	<b>E/2</b>	W/2 3-25S-29E W/2 10-25S-29E W/2 15-25S-29E E/2 3-25S-29E E/2 10-25S-29E	
	Charaka Danasa 152	W/2	3-25S-29E	
30-015-50029	30-015-50029 Shanghai Rooster 15 3 Federal #801H	W/2	10-25S-29E	98220
	rederal #60111	W/2	W/2 10-25S-29E W/2 15-25S-29E W/2 3-25S-29E	
	CI 1 D 4 173	W/2	3-25S-29E	
30-015-50039	Shanghai Rooster 15 3 Federal #802H	W/2	10-25S-29E	98220
	Feuer at #60211	W/2	3-25S-29E 10-25S-29E 15-25S-29E 3-25S-29E 10-25S-29E 15-25S-29E 10-25S-29E 15-25S-29E 10-25S-29E 10-25S-29E 10-25S-29E 10-25S-29E 10-25S-29E 10-25S-29E 10-25S-29E 10-25S-29E	
	Charabai Danatan 15 2	E/2	3-25S-29E	
30-015-50048	Shanghai Rooster 15 3 Federal #803H	E/2	10-25S-29E	98220
	rederal #60311	<b>E/2</b>	15-25S-29E	
	Changhai Dagatan 15 2	E/2	3-25S-29E	
30-015-50099	Shanghai Rooster 15 3 Federal #805H	E/2	10-25S-29E	98220
	reuci ai #00311	<b>E/2</b>	15-25S-29E	

• For the following wells, please confirm that the names are correct. Within the application it references "15 3", but the C-102 and HSU for these wells would imply that "15 10" is correct. This is a scrivener error in the application letter. The correct name is included in the C-102s. The letter correctly identifies that API number, which a person could look up and confirm on the OCD website and confirm well information.

30-015-50101	Shanghai Rooster 15 10	E/2	10-25S-29E	98220	
30-013-30101	Federal #108H	<b>E/2</b>	15-25S-29E	98220	
20.015.50045	Shanghai Rooster 15 10	E/2	10-25S-29E	09220	
30-015-50047	Federal #804H	<b>E/2</b>		98220	
20.015.50005	Shanghai Rooster 15 10	E/2	10-25S-29E	98220	
30-015-50095	Federal #806H	<b>E/2</b>	15-25S-29E	98220	

• Please confirm that the following #107Y well that is included in the application should be replaced by the following #107H well. The 107H is the correct number/name and we will provide an updated plat.

30-015-50097	Shanghai Rooster 15 3 Federal #107Y			
	Cl. 1 'D. 4 152	E/2	3-25S-29E	
30-015-53675	Shanghai Rooster 15 3 Federal #107H	<b>E/2</b>	10-25S-29E	96217
	Federal #10/H	E/2	15-25S-29E	
l .c !l				

• For the following well, please submit a sundry to the BLM requesting the intended HSU and upon approval, submit it to the Division.

	GI I ID 4 153	W/2 E/2	3-25S-29E	
30-015-50045	Shanghai Rooster 15 3 Federal #103H	W/2 E/2	10-25S-29E	96217
		W/2 E/2	15-25S-29E	

• Please confirm that the applicant understands the stipulation that I reference in the additional notes section of this email. If you have any questions regarding this, please feel free to reach out.

#### **Additional notes:**

• Reference is made within the application to conducting well tests with a duration of 12 hours. Please note that it will require a test of at least 6 hours in addition to this 12-hour test to be

considered a single test for purposes of calculating the number of tests conducted towards the minimum required each month. As such, a requirement of 3 well tests per a month will require at least 6 tests in that same period if the duration of each test is less than 24 hours. Please see the COA which references this that will be included in any orders issued for this commingling project below.

Applicant shall conduct a well test by separating and metering the oil and gas production
from that well for either (a) a minimum of twenty-four (24) consecutive hours; or (b) a
combination of nonconsecutive periods that meet the following conditions: (i) each period
shall be a minimum of six (6) hours; and (ii) the total duration of the nonconsecutive periods
shall be a minimum of eighteen (18) hours. Understood, do you have time for a call to
discuss a couple of questions I have?

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within 10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

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

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

To: Paula M. Vance

Cc: McClure, Dean, EMNRD; Rikala, Ward, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon, EMNRD; Paradis, Kyle O;

Walls, Christopher

Subject:Approved Administrative Order PLC-928Date:Friday, June 14, 2024 3:15:48 PM

Attachments: PLC928 Order.pdf

NMOCD has issued Administrative Order PLC-928 which authorizes XTO Energy, Inc. (5380) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
	Changha: Dangton 15 2 Endard	All	3-25S-29E	
30-015-50043	Shanghai Rooster 15 3 Federal #104H	All	10-25S-29E	98220
	#10411	All	15-25S-29E	
	Charaka Danasa 152 E. Jani	All	3-25S-29E	
30-015-50098	Shanghai Rooster 15 3 Federal #105H	All	10-25S-29E	98220
	#10311	All	15-25S-29E	
		All	3-25S-29E	
30-015-50042	Shanghai Rooster 15 3 Federal #121H	All	10-25S-29E	98220
	#121П	All	15-25S-29E	
		All	3-25S-29E	
30-015-50040	Shanghai Rooster 15 3 Federal #124H	All	10-25S-29E	98220
	#1 <b>24</b> H	All	15-25S-29E	
		All	3-25S-29E	
30-015-50100	Shanghai Rooster 15 3 Federal	All	10-25S-29E	98220
	#126H	All	15-25S-29E	
	~	All	3-25S-29E	
30-015-50094	Shanghai Rooster 15 3 Federal #127H	All	10-25S-29E	98220
		All	15-25S-29E	
		All	3-25S-29E	
30-015-50046	Shanghai Rooster 15 3 Federal	All	10-25S-29E	98220
	#161H	All	15-25S-29E	
		All	3-25S-29E	
30-015-50027	Shanghai Rooster 15 3 Federal	All	10-25S-29E	98220
	#163H	All	15-25S-29E	
		All	3-25S-29E	
30-015-50028	Shanghai Rooster 15 3 Federal #164H	All	10-25S-29E	98220
		All	15-25S-29E	
		All	3-25S-29E	
30-015-50092	Shanghai Rooster 15 3 Federal	All	10-25S-29E	98220
	#165H	All	15-25S-29E	
		All	3-25S-29E	
30-015-50093	Shanghai Rooster 15 3 Federal	All	10-25S-29E	98220
	#166H	All	15-25S-29E	
		All	3-25S-29E	
30-015-50029	Shanghai Rooster 15 3 Federal	All	10-25S-29E	98220
20 020 00027	#801H	All	15-25S-29E	-
		All	3-25S-29E	
30-015-50039	Shanghai Rooster 15 3 Federal	All	10-25S-29E	98220
50-015-5005 <i>)</i>	#802H	All	15-25S-29E	
		All	3-25S-29E	

30-015-50048	Shanghai Rooster 15 3 Federal	All	10-25S-29E	98220
	#803H	All	15-25S-29E	
	~	All	3-25S-29E	
30-015-50099	Shanghai Rooster 15 3 Federal #805H	All	10-25S-29E	98220
	#60511	All	15-25S-29E	
20.015.50101	Shanghai Rooster 15 10 Federal	E/2	10-25S-29E	00220
30-015-50101	#108H	<b>E/2</b>	15-25S-29E	98220
20.015.50047	Shanghai Rooster 15 10 Federal	E/2	10-25S-29E	00220
30-015-50047	# <b>804H</b>	<b>E/2</b>	15-25S-29E	98220
20.015.50005	Shanghai Rooster 15 10 Federal #806H	E/2	10-25S-29E	00220
30-015-50095		<b>E/2</b>	15-25S-29E	98220
	Shanghai Rooster 15 3 Federal #107H	E/2	3-25S-29E	
30-015-53675		<b>E/2</b>	10-25S-29E	96217
		<b>E/2</b>	15-25S-29E	
	CI 1 D 4 152 E 1 1	E/2	3-25S-29E	
30-015-50096	Shanghai Rooster 15 3 Federal #125H	<b>E/2</b>	10-25S-29E	96217
		<b>E/2</b>	15-25S-29E	
	CL 1 1 D 4 472 D 1 1	W/2	3-25S-29E	
30-015-50045	Shanghai Rooster 15 3 Federal #103H	W/2	10-25S-29E	96217
		W/2	15-25S-29E	

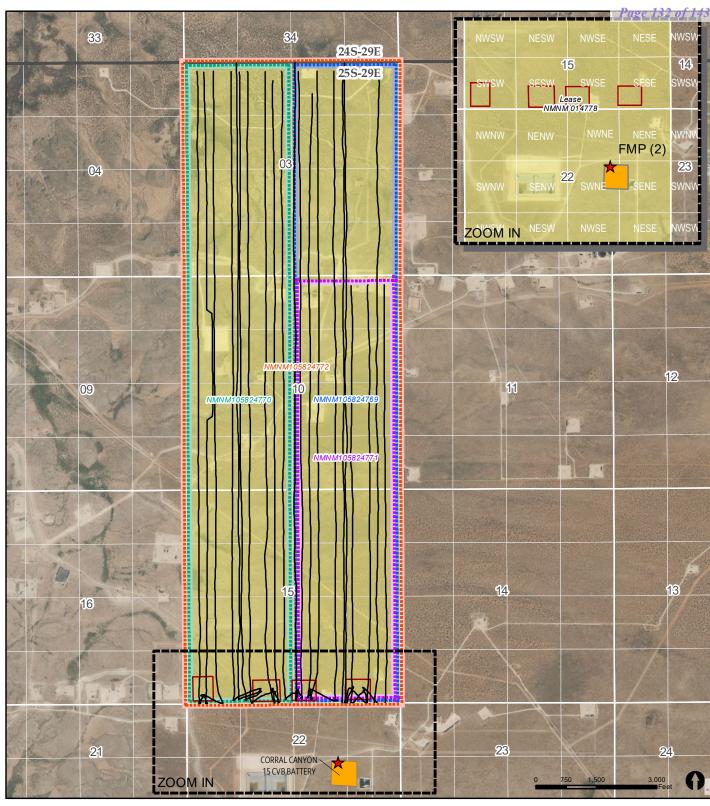
The administrative order is attached to this email and can also be found online at OCD Imaging.

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

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



Released to Imaging: 6/14/2024 3:49:03 PM





PO Box 631667 Cincinnati, OH 45263-1667

# **PROOF OF PUBLICATION**

Joe Stark Holland And Hart 110 N Guadalupe ST # 1 Santa Fe NM 87501-1849

STATE OF WISCONSIN, COUNTY OF BROWN

The Carlsbad Current Argus, a newspaper published in the city of Carlsbad, Eddy County, State of New Mexico, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

03/15/2024

and that the fees charged are legal. Sworn to and subscribed before on 03/15/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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XTO-Shanghai Rooster

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KATHLEEN ALLEN Notary Public State of Wisconsin Legal Notice (Publication)

To: All affected parties, including: Alldale Minerals III LP; Ard Oil LTD; B F Albritton LLC; Barry R Gager, his heirs and devisees; Bettis Brothers LP; Bi And Rachel Honeyman Liv Tr; Blasco LLC; Blue Star Royalty LLC; Bole Resources LLC; Brent Jeremy Honeyman Childs Trust; Burlington Resources Oil And Gas; Chad Barbe, his heirs and devisees; Delmar Hudson Lewis Liv Trust; Douglas S Izmirian & Christine M. Izmirian JTWRS, their heirs and devisees; Fortis Minerals II LLC; G E Rogers LLC; H M Bettis Inc; Hayes Land And Production LP; Hayes Land LP; Honeyman Investment Holdings LP; Jan C Dotson Ice, her heirs and devisees; Javelina Prtnrs; Jeanette Probandt Tr; Josephine T Hudson Test Tr; Kirk And Sweeney Ltd Co; Kt Energy LLC; Laura And John Arnold Foundation; Leslie E Oppermann And Nicolette A Oppermann, their heirs and devisees; Lindys Liv Tr; Marc Lilley And Lisa Lilley, their heirs and devisees; Martha E Martin, her heirs and devisees; Mel Energy Inc; Mms Xto Federal; Motowi LLC; Msh Fam Real Est Prtnsp II LLC; Mw Oil Investment Company Inc; Norman D Stovall Jr Childrens Tr; Oak Valley Mineral And Land Lp; Outdoor Entourage Inc; Oxy Usa Inc; Pamela Jean Miller, her heirs and devisees; Pegasus Resources LLC; Pegasus Resources NM LLC; Post Oak Crown Minerals LLC; Post Oak Mavros II LLC; Rio Brazos Mineral Co LLC; Robert E Eckels, his heirs and devisees; Robert Steven Noah, his heirs and devisees; S And E Royalty LLC; Sitio Permian Lp; Smp Patriot Mineral Holdings LLC; Smp Sidecar Titan; Smp Titan Flex LP; Smp Titan Mineral; Sonic Minerals LP; Sonic Oil And Gas Lp; Sortida Resources LLC; Spinnaker Investments Lp; Stovall Investments Inc; Strudel Royalties LLC; TB ar Oil And Gas LTD; T C Energy LLC; Td Minerals LLC; The Allar Company; Vos 2012 Irrev Tr; William N Heiss Profit Sharing; Xto Holdings LLC-RUS737; Xto Royalty Holdings Lp Ru4093; Zorro Prtnrs Ltd; Bureau of Land Management, and Doris Helen Witt Revocable Living Trust DTD 7/30/1992 Doris Lynell Peek TTEE – UNKNOWN;

Application of XTO Energy, Inc. for administrative approval to surface commingle (pool and lease) oil and gas production, off-lease measure, and off-lease store from spacing units comprised of Sections 3, 10, and 15, Township 25 South, Range 29 East, NMPM, Eddy County, New Mexico (the "Lands"). XTO Energy, Inc. (OGRID No. 5380), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (pool and lease), off-lease storage, off-lease measure, and off-lease market diversely owned oil and gas production at the Corral Canyon 15 Central Vessel Battery insofar as all existing and future wells drilled in the following spacing units:

- (a) The 1,919.20-acre, more or less, spacing unit comprised of Sections 3, 10, and 15, in the Purple Sage; Wolfcamp [98220] currently dedicated to the Shanghai Rooster 15-3 Fed 104H (API. No. 30-015-50043), Shanghai Rooster 15-3 Fed 105H (API. No. 30-015-50098), Shanghai Rooster 15-3 Fed 121H (API. No. 30-015-50042), Shanghai Rooster 15-3 Fed 124H (API. No. 30-015-50044), Shanghai Rooster 15-3 Fed 124H (API. No. 30-015-50040), Shanghai Rooster 15-3 Fed 124H (API. No. 30-015-50040), Shanghai Rooster 15-3 Fed 164H (API. No. 30-015-50044), Shanghai Rooster 15-3 Fed 163H (API. No. 30-015-50027), Shanghai Rooster 15-3 Fed 163H (API. No. 30-015-50028), Shanghai Rooster 15-3 Fed 166H (API. No. 30-015-50028), Shanghai Rooster 15-3 Fed 166H (API. No. 30-015-50092), Shanghai Rooster 15-3 Fed 166H (API. No. 30-015-50093), Shanghai Rooster 15-3 Fed 801H (API. No. 30-015-50099), Shanghai Rooster 15-3 Fed 801H (API. No. 30-015-50099), Shanghai Rooster 15-3 Fed 803H (API. No. 30-015-50039), Shanghai Rooster 15-3 Fed 803H (API. No. 30-015-50099), Shanghai Rooster 15-3 Fed 803H (API. No. 30-015-50099), Shanghai Rooster 15-3 Fed 805H (API. No. 30-0
- (b) The 640-acre, more or less, spacing unit comprised of the E/2 of Section 10 and 15, in the Purple Sage; Wolfcamp [98220] currently dedicated to the Shanghai Rooster 15-3 Fed 108H (API. No. 30-015-50101), Shanghai Rooster 15-3 Fed 804H (API. No. 30-015-50047) and Shanghai Rooster 15-3 Fed 806H (API. No. 30-015-50095);
- (c) The 959.4-acre, more or less, spacing unit comprised of the E/2 of Sections 3, 10, and 15, in the Willow Lake; Bone Spring, Southeast [96217] currently dedicated to the Shanghai Rooster 15-3 Fed 107H (API. No. 30-015-50097) and Shanghai Rooster 15-3 Fed 125H (API. No. 30-015-6004). 015-50096);
- (d) The 959.8-acre, more or less, spacing unit comprised of the W/2 of Sections 3, 10, and 15, in the Willow Lake; Bone Spring, Southeast [96217] currently dedicated to the Shanghai Rooster 15-3 Fed 103H (API. No. 30-015-50045); and
- (e) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools to the Corral Canyon 15 Central Vessel Battery with notice provided only to the owners of interests to be added.

Any objection to this application must be filed in writing within twenty days from date of publication with the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division. If you have any questions about this application, please contact Amanda Garcia, XTO Energy, Inc., (505) 787-0508 or Released to Imaging: 6/14/2024 3:49:03 Profile garcia@exxonmobil.com.

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

# APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY XTO ENERGY, INC.

ORDER NO. PLC-928

#### **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. XTO Energy, Inc. ("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 in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
- 7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
- 8. 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.

Order No. PLC-928 Page 1 of 5

#### **CONCLUSIONS OF LAW**

- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
- 15. 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.

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

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

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

Order No. PLC-928 Page 2 of 5

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.

- 3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
- 4. The allocation of oil and gas production shall be based on the production life of each well as measured for three periods: (a) the initial production period shall be measured from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; (b) the plateau period shall be measured from the end of the initial production period to the peak decline rate; and (c) the decline period shall be measured from the end of the plateau period until the well is plugged and abandoned.

During the initial production period, the oil and gas production for each well identified in Exhibit A shall be allocated using a production curve calculated from a minimum of ten (10) well tests per month, except that any day in which a well test cannot achieve an accurate result due to a temporary change in oil and gas production shall not be included in the computation of time determining the well test schedule. The production curve shall be calculated by interpolating daily production for each day using the known daily production obtained by well tests and shall use a method of interpolation that is at minimum as accurate as maintaining a constant rate of change for each day's production between the known daily production values.

Order No. PLC-928 Page 3 of 5

During the plateau period, the oil and gas production for each well identified in Exhibit A shall be allocated using a minimum of three (3) well tests per month.

During the decline period, the oil and gas production for each well identified in Exhibit A shall be allocated as follows: (a) a minimum of three (3) well tests per month when the decline rate is greater than twenty-two percent (22%) per month; (b) a minimum of two (2) well tests per month when the decline rate is between twenty-two percent (22%) and ten percent (10%) per month; and (c) a minimum of one (1) well test per month when the decline rate is less than ten percent (10%) per month.

Upon OCD's request, Applicant shall submit a Form C-103 to the OCD Engineering Bureau that contains the decline rate curve and other relevant information demonstrating the production life of a well.

Applicant shall conduct a well test by separating and metering the oil and gas production from that well for either (a) a minimum of twenty-four (24) consecutive hours; or (b) a combination of nonconsecutive periods that meet the following conditions: (i) each period shall be a minimum of six (6) hours; and (ii) the total duration of the nonconsecutive periods shall be a minimum of eighteen (18) hours.

The well test requirements of this Order shall be suspended for any well shut-in for a period that continues for more than fifteen (15) days until the well commences production.

- 5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
- 6. Applicant shall 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.
- 7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
- 8. 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.
- 9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC,

Order No. PLC-928 Page 4 of 5

- provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.
- 10. If a well is not included in Exhibit A but produces from a pool and lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
- 11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 12. 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).
- 13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**DATE:** 6/14/24

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

DYLAN M. FUGE

DIRECTOR (ACTING)

Order No. PLC-928 Page 5 of 5

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

# Exhibit A

Order: PLC-928

**Operator: XTO Energy, Inc. (5380)** 

Central Tank Battery: Corral Canyon 15 Central Vessel Battery

Central Tank Battery Location: UL G H, Section 22, Township 25 South, Range 29 East Gas Title Transfer Meter Location: UL G H, Section 22, Township 25 South, Range 29 East

#### **Pools**

Pool Name Pool Code
WILLOW LAKE; BONE SPRING, SOUTHEAST
PURPLE SAGE; WOLFCAMP (GAS) 98220

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

Lease	UL or Q/Q	S-T-R
NMNM 105367024 (015302)	All	3-25S-29E
NMNM 105380632 (136870)	All	10-25S-29E
NMNM 105445677 (014778)	All	15-25S-29E

#### Wells

All   3-25S-29E   98220	Well API	Well Name	UL or Q/Q	S-T-R	Pool
All   15-25S-29E			All	3-25S-29E	
All 3-25S-29E   98220	30-015-50043	Shanghai Rooster 15 3 Federal #104H	All	10-25S-29E	98220
30-015-50098   Shanghai Rooster 15 3 Federal #105H   All   10-25S-29E   98220			All	15-25S-29E	
All   15-25S-29E			All	3-25S-29E	_
All 3-25S-29E   98220	30-015-50098	Shanghai Rooster 15 3 Federal #105H	All	10-25S-29E	98220
30-015-50042   Shanghai Rooster 15 3 Federal #121H   All   10-25S-29E   98220			All	15-25S-29E	
All   15-25S-29E			All	3-25S-29E	
All   3-25S-29E   98220	30-015-50042	Shanghai Rooster 15 3 Federal #121H	All	10-25S-29E	98220
30-015-50040   Shanghai Rooster 15 3 Federal #124H   All   10-25S-29E   98220			All	15-25S-29E	
All   15-25S-29E			All	3-25S-29E	
30-015-50100 Shanghai Rooster 15 3 Federal #126H All 10-25S-29E All 15-25S-29E  30-015-50094 Shanghai Rooster 15 3 Federal #127H All 10-25S-29E All 15-25S-29E All 3-25S-29E  30-015-50046 Shanghai Rooster 15 3 Federal #161H All 10-25S-29E 30-015-50027 Shanghai Rooster 15 3 Federal #163H All 10-25S-29E All 3-25S-29E All 3-25S-29E All 3-25S-29E All 10-25S-29E All 10-25S-29E 98220	30-015-50040	Shanghai Rooster 15 3 Federal #124H	All	10-25S-29E	98220
30-015-50100   Shanghai Rooster 15 3 Federal #126H   All   10-25S-29E   98220			All	15-25S-29E	
All 15-25S-29E  30-015-50094 Shanghai Rooster 15 3 Federal #127H All 10-25S-29E  30-015-50046 Shanghai Rooster 15 3 Federal #161H All 10-25S-29E  30-015-50046 Shanghai Rooster 15 3 Federal #161H All 10-25S-29E  30-015-50027 Shanghai Rooster 15 3 Federal #163H All 10-25S-29E  30-015-50027 Shanghai Rooster 15 3 Federal #163H All 10-25S-29E 98220			All	3-25S-29E	
30-015-50094 Shanghai Rooster 15 3 Federal #127H All 10-25S-29E 98220 All 15-25S-29E 30-015-50046 Shanghai Rooster 15 3 Federal #161H All 10-25S-29E 98220 All 15-25S-29E 98220 All 3-25S-29E 30-015-50027 Shanghai Rooster 15 3 Federal #163H All 10-25S-29E 98220	30-015-50100	Shanghai Rooster 15 3 Federal #126H	All	10-25S-29E	98220
30-015-50094 Shanghai Rooster 15 3 Federal #127H All 10-25S-29E 98220 All 15-25S-29E  30-015-50046 Shanghai Rooster 15 3 Federal #161H All 10-25S-29E 98220 All 15-25S-29E All 3-25S-29E All 3-25S-29E 30-015-50027 Shanghai Rooster 15 3 Federal #163H All 10-25S-29E 98220			All	15-25S-29E	
All 15-25S-29E  30-015-50046 Shanghai Rooster 15 3 Federal #161H All 10-25S-29E  All 15-25S-29E  All 15-25S-29E  All 3-25S-29E  All 3-25S-29E  30-015-50027 Shanghai Rooster 15 3 Federal #163H All 10-25S-29E 98220			All	3-25S-29E	
30-015-50046 Shanghai Rooster 15 3 Federal #161H All 10-25S-29E 98220 All 15-25S-29E All 3-25S-29E 30-015-50027 Shanghai Rooster 15 3 Federal #163H All 10-25S-29E 98220	30-015-50094	Shanghai Rooster 15 3 Federal #127H	All	10-25S-29E	98220
30-015-50046         Shanghai Rooster 15 3 Federal #161H         All 10-25S-29E         98220           All 15-25S-29E         All 3-25S-29E           30-015-50027         Shanghai Rooster 15 3 Federal #163H         All 10-25S-29E         98220			All	15-25S-29E	
All 15-25S-29E  All 3-25S-29E  30-015-50027 Shanghai Rooster 15 3 Federal #163H All 10-25S-29E 98220			All	3-25S-29E	
30-015-50027 Shanghai Rooster 15 3 Federal #163H All 3-25S-29E 98220	30-015-50046	Shanghai Rooster 15 3 Federal #161H	All	10-25S-29E	98220
30-015-50027 Shanghai Rooster 15 3 Federal #163H All 10-25S-29E 98220			All	15-25S-29E	
			All	3-25S-29E	
All 15-25S-29E	30-015-50027	Shanghai Rooster 15 3 Federal #163H	All	10-25S-29E	98220
			All	15-25S-29E	

		All	3-25S-29E	
30-015-50028	Shanghai Rooster 15 3 Federal #164H	All	10-25S-29E	98220
		All	15-25S-29E	
		All	3-25S-29E	
30-015-50092	Shanghai Rooster 15 3 Federal #165H	All	10-25S-29E	98220
		All	15-25S-29E	
30-015-50093		All	3-25S-29E	
	Shanghai Rooster 15 3 Federal #166H	All	10-25S-29E	98220
		All	15-25S-29E	
		All	3-25S-29E	
30-015-50029	Shanghai Rooster 15 3 Federal #801H	All	10-25S-29E	98220
		All	15-25S-29E	
		All	3-25S-29E	
30-015-50039	Shanghai Rooster 15 3 Federal #802H	All	10-25S-29E	98220
		All	15-25S-29E	
	Shanghai Rooster 15 3 Federal #803H	All	3-25S-29E	
30-015-50048		All	10-25S-29E	98220
		All	15-25S-29E	
	Shanghai Rooster 15 3 Federal #805H	All	3-25S-29E	
30-015-50099		All	10-25S-29E	98220
		All	15-25S-29E	
30-015-50101	Shanghai Rooster 15 10 Federal #108H	<b>E/2</b>	10-25S-29E	98220
30-013-30101	Shanghai Roostei 13 10 Federal #10011	<b>E/2</b>	15-25S-29E	70220
30-015-50047	Shanghai Rooster 15 10 Federal #804H	<b>E/2</b>	10-25S-29E	98220
30-013-30047		<b>E/2</b>	15-25S-29E	70220
30-015-50095	Shanghai Rooster 15 10 Federal #806H	<b>E/2</b>	10-25S-29E	98220
30-013-30093	Shanghai Rooster 13 10 Federal #800H	<b>E/2</b>	15-25S-29E	90220
		<b>E/2</b>	3-25S-29E	
30-015-53675	Shanghai Rooster 15 3 Federal #107H	<b>E/2</b>	10-25S-29E	96217
		<b>E/2</b>	15-25S-29E	
30-015-50096		E/2	3-25S-29E	
	Shanghai Rooster 15 3 Federal #125H	<b>E/2</b>	10-25S-29E	96217
		E/2	15-25S-29E	
		W/2	3-25S-29E	
30-015-50045	Shanghai Rooster 15 3 Federal #103H	W/2	10-25S-29E	96217
		W/2	15-25S-29E	

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

# Exhibit B

Order: PLC-928

**Operator: XTO Energy, Inc. (5380)** 

Pool	hal	Aro	96
F OO	leu-	Are	21

Po	oled Areas			
Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
	All	3-25S-29E		
CA Wolfcamp NMNM 105824772	All	10-25S-29E	1919.2	A
	All	15-25S-29E		
CA Wolfcamp NMNM 105824771	E/2	10-25S-29E	640	В
CA Wolleamp NWINWI 103624771	E/2	15-25S-29E		
	E/2	3-25S-29E		
<b>CA Bone Spring BLM</b>	E/2	10-25S-29E	959.4	$\mathbf{C}$
	E/2	15-25S-29E		
	W/2	3-25S-29E		
CA Bone Spring NMNM 105824770	W/2	10-25S-29E	959.8	D
	W/2	15-25S-29E		

# **Leases Comprising Pooled Areas**

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 105367024 (015302)	All	3-25S-29E	639.2	A
NMNM 105380632 (136870)	All	10-25S-29E	640	A
NMNM 105445677 (014778)	All	15-25S-29E	640	A
NMNM 105380632 (136870)	E/2	10-25S-29E	320	В
NMNM 105445677 (014778)	E/2	15-25S-29E	320	В
NMNM 105367024 (015302)	E/2	3-25S-29E	319.4	C
NMNM 105380632 (136870)	E/2	10-25S-29E	320	C
NMNM 105445677 (014778)	E/2	15-25S-29E	320	C
NMNM 105367024 (015302)	W/2	3-25S-29E	319.8	D
NMNM 105380632 (136870)	W/2	10-25S-29E	320	D
NMNM 105445677 (014778)	W/2	15-25S-29E	320	D

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 323765

#### **CONDITIONS**

Operator:	OGRID:
XTO ENERGY, INC	5380
6401 Holiday Hill Road	Action Number:
Midland, TX 79707	323765
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

#### CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	6/14/2024