RECEIVED:	REVIEWER:	TYPE:	APP NO:
	- Geologia	above this table for ocd divis CO OIL CONSERVA Cal & Engineering ancis Drive, Santa	TION DIVISION Bureau –
	THIS CHECKLIST IS MANDATORY FOR AL	ATIVE APPLICATIO	IONS FOR EXCEPTIONS TO DIVISION RULES AND
Well Name: Pool:			OGRID Number: API: Pool Code: ED TO PROCESS THE TYPE OF APPLICATION
A. Locat B. Chec [1] C	PPLICATION: Check those tion – Spacing Unit – Simult NSL NSP(PR ck one only for [1] or [11] commingling – Storage – M DHC CTB PI njection – Disposal – Pressu	taneous Dedication ROJECT AREA) NSP Reasurement LC PC OL	(proration unit) SD
2) NOTIFICAT A Of B Rc C Ap D Nc E Nc F Su G Fo	WFX PMX S TON REQUIRED TO: Check fset operators or lease hole oyalty, overriding royalty over oplication requires published otification and/or concurred otification and/or concurred or face owner	WD [IPI EO those which apply. ders wners, revenue own ed notice ent approval by SLO ent approval by BLN	PR PPR FOR OCD ONLY Notice Complete Ners Application Content Complete
administra understan	tive approval is accurate a d that no action will be tak ns are submitted to the Div	and complete to the ken on this applicati ⁄ision.	mitted with this application for e best of my knowledge. I also ion until the required information and nanagerial and/or supervisory capacity.

Print or Type Name

Pathik

Signature

Date

Phone Number

e-mail Address

.



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

May 30, 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 from spacing units comprised of Sections 4, 9, and 16, 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) diversely owned oil and gas production at the **Corral Canyon 21 Central Vessel Battery** *insofar as all existing and future wells drilled in the following spacing units*:

(a) The 1,919.52-acre, more or less, spacing unit comprised of Sections 4, 9, and 16, in the Purple Sage; Wolfcamp Gas Pool [98220] – currently dedicated to the **Corral 16-4 State Federal Com 105H** (API. No. 30-015-53194), **Corral 16-4 State Federal Com 107H** (API. No. 30-015-53189), **Corral 16-4 State Federal Com 125H** (API. No. 30-015-53193), **Corral 16-4 State Federal Com 126H** (API. No. 30-015-53192), **Corral 16-4 State Federal Com 163H** (API. No. 30-015-53197), **Corral 16-4 State Federal Com 164H** (API. No. 30-015-53210), **Corral 16-4 State Federal Com 165H** (API. No. 30-015-53210), **Corral 16-4 State Federal Com 165H** (API. No. 30-015-53188), **Corral 16-4 State Federal Com 801H** (API. No. 30-015-53200), **Corral 16-4 State Federal Com 802H** (API. No. 30-015-53201), **Corral 16-4 State Federal Com 804H** (API. No. 30-015-53191), **Corral 16-4 State Federal Com 805H** (API. No. 30-015-53209), and **Corral 16-4 State Federal Com 806H** (API. No. 30-015-53190);

(b) The 959.88-acre, more or less, spacing unit comprised of the E/2 of Sections 4, 9, and 16, in the Willow Lake; Bone Spring, Southeast [96217] – currently dedicated to the **Corral 16-4 State Federal Com 103H** (API. No. 30-015-53187) and **Corral 16-4 State Federal Com 124H** (API. No. 30-015-53185);

(c) The 959.64-acre, more or less, spacing unit comprised of the W/2 of Sections 4, 9, and 16, in the Willow Lake; Bone Spring, Southeast [96217] – currently dedicated to the **Corral 16-4 State Federal Com 104H** (API. No. 30-015-53186); and



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

(d) Pursuant to 19.15.12.10.C(4)(g), from all future additions of pools, leases or leases and pools to the Corral Canyon 21 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 21 Central Vessel Battery** ("CVB"), in the SE/4 SE/4 of Section 16. 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. A copy of this application has been provided to the State Land Office and Bureau of Land Management since state and federal lands are involved.

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

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

Sincerely,

athin

Paula M. Vance ATTORNEY FOR XTO ENERGY, INC.



Date: 5/22/2024

CORRAL CANYON 21 CVB LEASE MAP

SEDDY COUNTY, NM

Legend

2

★ FMP – Gas (Sales Point)

★ FMP – Oil (Sales Point)

CVB SITE

XTO FEDERAL LEASE

XTO STATE LEASE

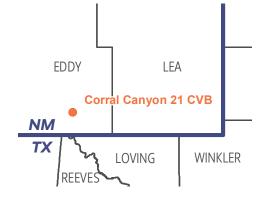
CORRAL 16-4 STATE FED COM -BS W2, NMNM 106304260

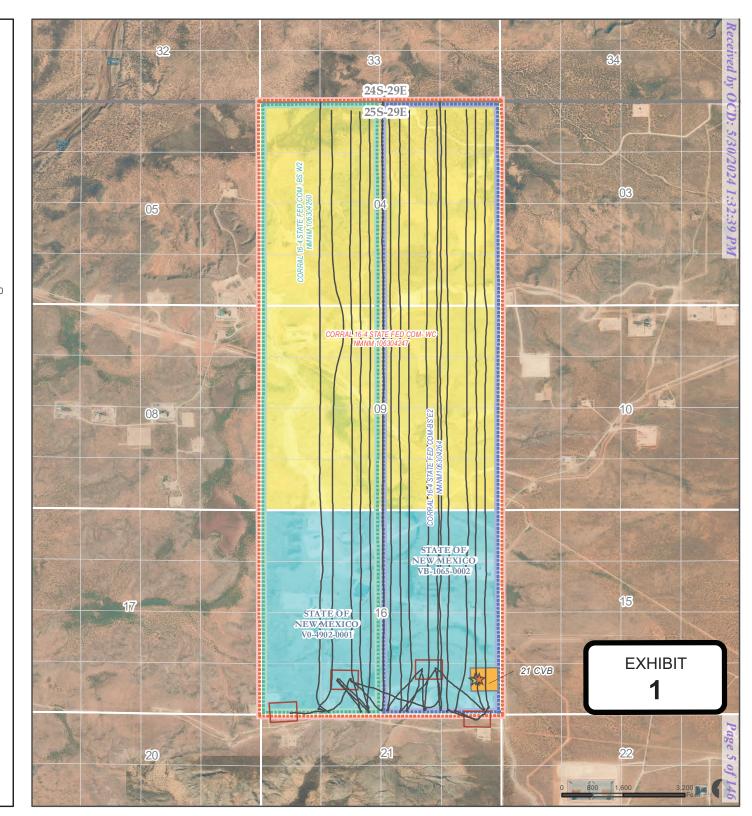
CORRAL 16-4 STATE FED COM-BS E2, NMNM106304264

Wells

300155318700- CORRAL 16-4 STATE FED COM 103H 300155318600- CORRAL 16-4 STATE FED COM 104H 300155319400- CORRAL 16-4 STATE FED COM 105H 300155318900- CORRAL 16-4 STATE FED COM 107H 300155318500- CORRAL 16-4 STATE FED COM 124H 300155319300- CORRAL 16-4 STATE FED COM 125H 300155319200- CORRAL 16-4 STATE FED COM 126H 300155319700- CORRAL 16-4 STATE FED COM 163H 300155321000- CORRAL 16-4 STATE FED COM 164H 300155318800- CORRAL 16-4 STATE FED COM 165H 300155320000- CORRAL 16-4 STATE FED COM 801H 300155320100- CORRAL 16-4 STATE FED COM 802H 300155320200- CORRAL 16-4 STATE FED COM 803H 300155319100- CORRAL 16-4 STATE FED COM 804H 300155320900- CORRAL 16-4 STATE FED COM 805H 300155319000- CORRAL 16-4 STATE FED COM 806H

Location





istrict I 5 N. French Drive, Hobbs, NM 88240 <u>strict II</u> S. First St., Artesia, NM 88210 <u>strict III</u> 0 Rio Brazos Road, Aztec, NM 87410 <u>strict IV</u> 0 S. St Francis Dr, Santa Fe, NM 05				HIBIT	Pag	
<u>strict III</u> 0 Rio Brazos Road, Aztec, NM 87410 <u>strict IV</u> 0 S. St Francis Dr, Santa Fe, NM		e of New Mexico nd Natural Resources D	Department	2	Form C-107-B l August 1, 2011	
	1220 \$	CRVATION DIVI S. St Francis Drive New Mexico 87505		Submit the original application to the Santa Fe office with one copy to the appropriate District Office.		
APPLICATION	FOR SURFACE	COMMINGLING	G (DIVERSE (OWNERSHIP)		
	nergy, Inc.			,		
	oliday Hill Road, Midla	and, TX 79707				
PLICATION TYPE: Pool Commingling Lease Commingli	ing Pool and Lease Co	mmingling DOff Lassa	Storage and Manaur	mont (Only if not Surfa		
	State X Fede		Storage and Measure	ement (Only if not Surfa	ce Commingled)	
his an Amendment to existing Ordeve the Bureau of Land Management for the Bureau of Land Management	er? □Yes ⊠No If	""Yes", please include			ningling	
		DL COMMINGLIN ts with the following i				
Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes	
LOW LAKE; BONE SPRING, JTHEAST - 96217	45/1159	49/1275		\$78.78/bbl \$1.90/mcf	5568/BPD 13920/MCFD	
ole Sage; Wolfcamp - 98220	50/1295	-			23061/BPD 116365/MCFD	
		-				
Has all interest owners been notified be Measurement type:Metering Will commingling decrease the value	Other (Specify) Well	Fest Method	Yes □No.	g should be approved		
		SE COMMINGLIN s with the following ir				
Pool Name and Code. Is all production from same source of Has all interest owners been notified by Measurement type: Metering	supply? Yes N y certified mail of the prop	0	Yes No			
		LEASE COMMIN				
Complete Sections A and E.	i wast attach sheet	s with the following in				
•	D) OFF-LEASE ST Please attached shee					
(I Is all production from same source of a Include proof of notice to all interest o	DUITIONAL INFO	RMATION (for all swith the following in		es)		
(I Is all production from same source of a Include proof of notice to all interest o	DDITIONAL INFO Please attach sheets ding legal location. all well and facility locatio	s with the following in	formation			
Measurement type: ☐Metering [Other (Specify) (C) POOL and Please attach sheet: D) OFF-LEASE ST Please attached shee	LEASE COMMIN s with the following in ORAGE and MEA: ts with the following i	GLING Iformation SUREMENT			

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), 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.

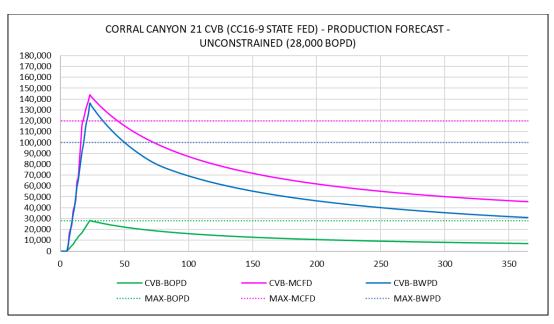
The test separator is a horizontal vessel where the gas, oil, and water are separated and measured. The test separator has been designed to handle the Initial Production (IP) Rates of the wells and accurately measure the fluids. The gas flow is measured using an orifice meter. The oil flow is measured using a Coriolis flow meter. The water flow is measured using a mag meter. One well can be tested every day. The well test count will be a combination of non-consecutive periods where each period will be a minimum of 6 hours and the total duration of the non-consecutive periods will be a minimum of 18 hours. The Well Test Method used follows the American Petroleum Institute's Manual of Petroleum Measurement Standards, Chapter 20 (API MPMS 20.1).

After separation, the oil from the test and bulk separators is recombined into a shared line routed to a horizontal heater treater. From the heater treater the oil is routed to a vapor recovery tower (VRT) and then transferred into the oil pipeline using a LACT unit. The LACT unit has a Coriolis flow meter that will be used as the FMP.

After separation, the gas from the test and bulk separators is recombined into a shared gas line that allows flow to either a gas sales line or to a flare on location. The gas is measured going to the sale gas line using an orifice meter.

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:

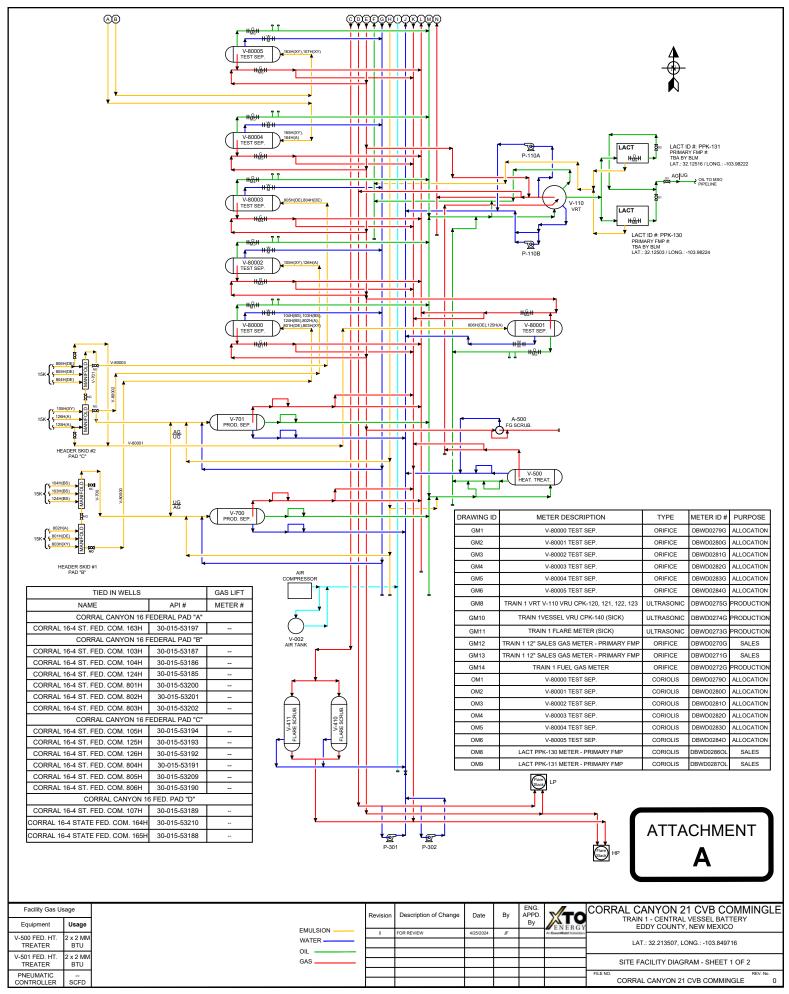
- Range 1 Initial Production Period from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; minimum 10 well tests/per month
- Range 2 Plateau Period the end of the initial production period to the peak decline rate; minimum 3 well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

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

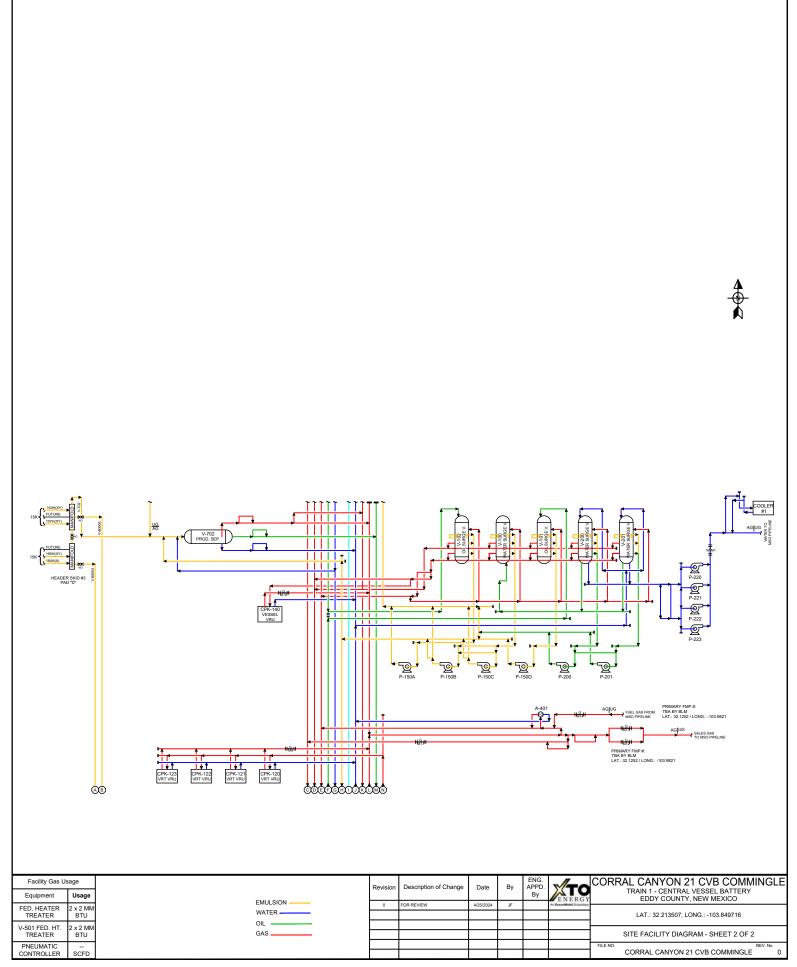
Commingle approval will allow XTO to efficiently and effectively market production from the subject acreage.

32101565_v2





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Released to Imaging: 8/27/2024 3:44:31 PM

<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 <u>District III</u> 811 S. First St., Artesin, NM 88210 Phone: (575) 748-1233 Fax: (575) 748-9720 <u>District III</u> 1000 Rito 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) 476-3465

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

3

AMENDED REPORT

		W	ELL LO	CATIO	N AND ACI	REAGE DEDIC	ATION PLA	Т			
1	API Numbe	r		² Pool Code			³ Pool Na	ne			
30	-015-5319	14		98220		F	PURPLE SAGE; V	VOLFCA	МР		
⁴ Property C	Code		-		⁶ Well Number						
333987	7		CORRAL 16-4 STATE FEDERAL COM 105H								
7 OGRID N	No.				8 Operator	Name			!	9 Elevation	
005380)		XTO ENERGY, INC. 2,997'								
L	¹⁰ Surface Location										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	e North/South line	Feet from the	East	/West line	County	
0	16	25 S	29 E		1,138	SOUTH	1,733	EA	ST	EDDY	
			11 Bot	tom Hol	e Location I	f Different Fron	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	e North/South line	Feet from the	East	/West line	County	
2	4 25 S 29 E 200 NORTH 2,010 E								ST	EDDY	
¹² Dedicated Acres	Dedicated Acres ¹³ Joint or Infill ¹⁴ Consolidation Code ¹⁵ Order No.										
1,919.52											

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.

16	LOT ACREAGE TABLE	LEGEND	¹⁷ OPERATOR CERTIFICATION
	SECTION 4 LOT 1 - 39.97 ACRES		I hereby certify that the information contained herein is true and complete
	LOT 1 – 39.97 ACRES LOT 2 – 39.91 ACRES LOT 3 – 39.85 ACRES	WELLBORE	to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including
I.	LOT 4 - 39.79 ACRES	330' BUFFER	the proposed bottom hole location or has a right to drill this well at this
		DEDICATED ACREAGE BOX	location pursuant to a contract with an owner of such a mineral or working
	BHL		interest, or to a voluntary pooling agreement or a compulsory pooling
SEC. 32	200' FNL SEC. 3 010' FFL 33		order heretofore entered by the division.
T24S R29E	Z,UTU FEL		0 0/ + May 12 2024
	G N N N N N N N N N N N N N N N N N N N		Signature Date
1	LOT 4 LOT 3		
GRID AZ.=	339 37 30	SHL (NAD83 NME) LTP (NAD83 NME) Y = 409,726.9 Y = 424,156.0	Jena Austin
		X = 648,864.6 X = 648,377.4 LAT. = 32:125942 °N LAT. = 32:165610 °N	Printed Name
		LONG. = 103.985984 "W LONG. = 103.987408 "W FTP (NAD83 NME) BHL (NAD83 NME)	Jena.N.Austin@ExxonMobil.com
l l	330 FNL	Y = 408,887.9 Y = 424,286.0	E-mail Address
	2.010 FELF M 1	X = 648,443.2 X = 648,376.6 LAT. = 32.123639 °N LAT. = 32.165967 °N	
SEC.		LONG. = 103.987354 °W LONG. = 103.987409 °W CORNER COORDINATES (NAD83 NME)	¹⁸ SURVEYOR CERTIFICATION
5	4	A - Y = 408,554.7 N , X = 647,798.7 E B - Y = 411,210.7 N , X = 647,783.0 E	I hereby certify that the well location shown on this
	PPP2 - I - I	C - Y = 413,865.1 N , X = 647,763.2 E D - Y = 416,517.3 N , X = 647,767.3 E	plat was plotted from field notes of actual surveys
		E-Y= 419,171.8 N , X= 647,759.1 E	made by me or under my supervision, and that the
	0' FNL 1 2,020' FEL	F - Y = 421,825.5 N , X = 647,739.0 E G - Y = 424,483.2 N , X = 647,718.8 E	same is true and correct to the best of my belief.
		H - Y = 408,561.2 N , X = 649,127.0 E I - Y = 411,216.5 N , X = 549,110.5 E	
929		J · Y = 413,870.6 N , X = 649,094.2 E L · Y = 419.178.7 N , X = 649,088.9 F	4-23-2024
055929	10	M-Y = 421,832.7 N , X = 649,070.6 E	Date of Survey
SEC 2	SEC.	SHL (NAD27 NME) LTP (NAD27 NME)	
SEC. No. 10 8 No. 10 8 No. 10 10	SEC. 1 1 330' 2	Y = 409,668.4 Y = 424,097.2 X = 607,680.4 X = 607,193.6	
Ž	D K	LAT. = 32.125817 "N LAT. = 32.165486 "N LONG. = 103.985496 "W LONG. = 103.986919 "W	
		FTP (NAD27 NME) BHL (NAD27 NME) Y = 408,829.4 Y = 424,227.2	
	220	X = 607,259.0 X = 607,192.7	
	PPP1	LAT. = 32.123514 °N LAT. = 32.165843 °N LONG. = 103.986866 °W LONG. = 103.986920 °W	
		CORNER COORDINATES (NAD27 NME) A - Y = 408,495.2 N , X = 606,614.5 E	LM/LS 2020050904
I.	1,999' FEL	B · Y = 411,152.1 N , X = 606,598.8 E C · Y = 413,806.5 N , X = 606.583.2 E	Signatue and Seal of
	Ź C C C C C C C C C C C C C C C C C C C	D - Y = 416,458.6 N , X = 606,579.2 E E - Y = 419,113.1 N , X = 606,575.2 E	Professional Surveyor:
		F-Y= 421,766.7 N , X= 606,555.1 E	I, TIM C. PAPPAS, NEW MEXICO PROFESSIONAL SURVEYOR NO.
SEC.	SEC. 16	H - Y = 408,502.8 N , X = 607,942.8 E	21209, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION;
17	T25S R29E	I-Y= 411,158.0 N , X= 507,926.3 E J-Y= 413,812.0 N , X= 507,910.1 E	THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW
	SEC. 16	K · Y = 416,464.0 N , X = 607,907.2 E L · Y = 419,120.0 N , X = 507,904.9 E	MEXICO, AND THAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
GRID AZ.=3	<u>59°45'11"</u>	M · Y = 421,773.9 N , X = 607,886.7 E N · Y = 424,430.0 N , X = 607,868.2 F	1
	B	PPP1 (NA083 NME) PPP1 (NA027 NME) Y = 413,857.8 Y = 413,809.2	the
	SHL	X = 648,421.7 X = 607,237.6	TIM C. PAPPAS
	– FTP / /1.138' FSL	LAT. = 32.137329 °N LAT. = 32.137204 °N LONG. = 103.987371 °W LONG. = 103.986884 °W	REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF NEW MEXICO NO. 21209
	28 330' FSL I / 1,733' FEL	PPP2 (NAD83 NME) PPP1 (NAD27 NME) Y = 419,175.1 Y = 419,116.4	N C. PAPA
	8 2,010' FEL	X = 648,398.8 X = 607,214.8 LAT. = 32.151918 °N LAT. = 32.151794 °N	A WEV. AS
	330' FSL 1,733' FEL 2,010' FEL 1 4	LONG. = 103.987390 °W LONG. = 103.986902 °W	ALL WEXICO
	A H		
SEC.	SEC.		
20	21		TRE S
	$\frac{1}{1}$ - GRID AZ.=198°32'20" $\frac{1}{1}$ -		TIM C. PAPPAS 21290
	HORZ. DIST.=853.47'		TIM C. PAPPAS 21290 Certificate Number
			J

 District1

 1625 N. French Dr., Hobbs, NM 88240

 Phone: (575) 393-6161 Fax: (575) 393-0720

 District1

 811 S. First St., Artesia, NM 88210

 Phone: (575) 748-1283 Fax: (575) 748-9720

 District11

 1000 Rio Brazos Road, Aztec, NM 87410

 Phone: (505) 334-6178 Fax: (505) 334-6170

 Phone: (505) 334-6178 Fax: (505) 334-6170

 Phone: (505) 347-6178 Fax: (505) 476-3460

 Phone: (505) 476-3460 Fax: (505) 476-3465

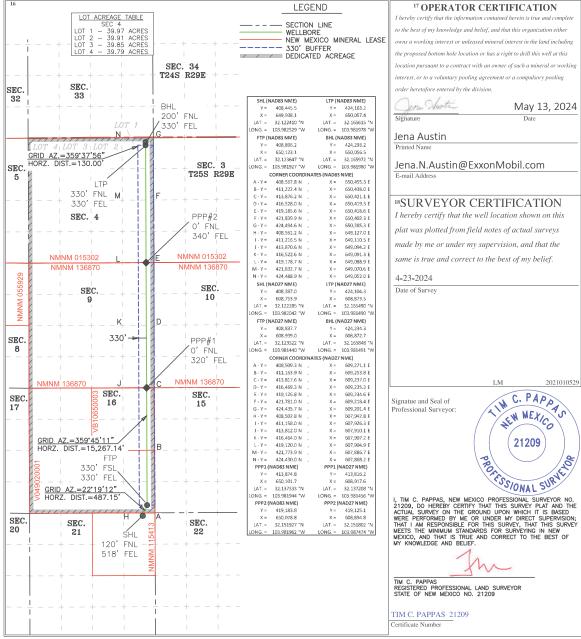
State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505 Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT ¹ API Number ² Pool Code ³ Pool Name 30-015-53189 98220 PURPLE SAGE; WOLFCAMP (GAS) ⁴ Property Code ⁵ Property Name ⁶ Well Number 333987 CORRAL 16-4 STATE FEDERAL COM 107H

00000	′ I											
7 OGRID	No.				⁹ Elevation							
005380	C				3,028'							
	¹⁰ Surface Location											
UL or lot no.	Section	Township	Range	t/West line	County							
А	21	25 S 29 E 120 NORTH 518 EAST										
			11 Bo	ttom Hol	e Location If	Different From	n Surface					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	Eas	t/West line	County		
1	4	25 S	29 E		200	NORTH	330	EA	ST	EDDY		
¹² Dedicated Acres	¹² Dedicated Acres ¹³ Joint or Infill ¹⁴ Consolidation Code ¹⁵ Order No.											
1,919.52												

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.



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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

	API Number)-015-5319			² Pool Code 98220		³ Pool Name PURPLE SAGE: WOLFCAMP (GAS)					
30	-015-5319	3		98220		PUF	CPLE SAGE; WO	LFCAMP	(GAS)		
⁴ Property (Code				⁶ Well Number						
33398	7		CORRAL 16-4 STATE FEDERAL COM 125H								
⁷ OGRID	No.		⁸ Operator Name ⁹ Elevation								
00538	С		XTO ENERGY, INC.								
	¹⁰ Surface Location										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County	
О	16	25 S	29 E		1,198	SOUTH	1,733	EA	ST	EDDY	
			11 Bo	ttom Hol	e Location If	f Different From	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County	
2	4	25 S	29 E		200	NORTH	2,430	EA	ST	EDDY	
¹² Dedicated Acres	s ¹³ Joint of	r Infill 14 Co	onsolidation	Code 15 Or	der No.						
1,919.52											

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.

16	LOT ACREAGE TABLE		LEGEND		¹⁷ OPERATOR CERTIFICATION
	SECTION 4 LOT 1 - 39.97 ACRE LOT 2 - 39.91 ACRE	s -	SECTION LINE		I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either
· · ·	LOT 3 - 39.85 ACRE	sl i -	WELLBORE NEW MEXICO MINERAL	LEASE	owns a working interest or unleased mineral interest in the land including
	LOT 4 - 39.79 ACRE	s	330' BUFFER / / DEDICATED ACREAGE B	зох	the proposed bottom hole location or has a right to drill this well at this
	BHL				location pursuant to a contract with an owner of such a mineral or working
SEC. 32	200' FNL	SEC.			interest, or to a voluntary pooling agreement or a compulsory pooling
T24S R29E	2,430'FEL	33	SHL (NAD83 NME) LTP (NAD83 NM	45)	order heretofore entered by the division.
	G	N	Y = 409,757.0 Y = 424,154 X = 648,714.5 X = 647,957	4.2	Gene Hote May 13, 2024
	LOT 4LOT 3	LOT	LAT. = 32.126026 °N LAT. = 32.1656 LONG. = 103.986468 °W LONG. = 103.9887	509 °N	Signature Date
GRID AZ.= HORZ. DIS			FTP (NAD83 NME) BHL (NAD83 NME) Y = 408.885.8 Y = 424.284	/IE)	Jena Austin
	· -/	$\lambda_{OT} = -$	X = 648,023.2 X = 647,956 LAT. = 32.123637 *N LAT. = 32.1659	6.6	Printed Name
1	179 330' FNL	2	LONG. = 103.988710 °W LONG. = 103.9887 CORNER COORDINATES (NAD83 NME)		Jena.N.Austin@ExxonMobil.com
	2,430' FEL F	m M	A · Y = 408,554.7 N , X = 647,798 B · Y = 411.210.7 N , X = 647,783		E-mail Address
		SEC.	C - Y = 411,210.7 N , X = 647,763 C - Y = 413,865.1 N , X = 647,767 D - Y = 416.517.3 N , X = 647,763	7.3 E	¹⁸ SURVEYOR CERTIFICATION
SEC. 5	SEC.	5302 SE	E - Y = 416,517.3 N , X = 647,759 E - Y = 419,171.8 N , X = 647,759 F - Y = 421.825.5 N , X = 647,739	9.1 E	¹⁰ SURVETOR CERTIFICATION I hereby certify that the well location shown on this
J			G - Y = 424,825.5 N , X = 647,739 G - Y = 424,483.2 N , X = 647,718 H - Y = 408,561.2 N , X = 649,127	8.8 E	plat was plotted from field notes of actual surveys
			I-Y= 408,561.2 N , X= 649,127 I-Y= 411,216.5 N , X= 649,110 I-Y= 413,870.6 N X= 649,094	0.5 E	made by me or under my supervision, and that the
		WNW	I - T = 415,570.6 N , X = 649,094 K - Y = 416,522.6 N , X = 649,091 L - Y = 419,178.7 N , X = 649,088	1.3 E	same is true and correct to the best of my belief.
			M - Y = 421,832.7 N , X = 649,052 N - Y = 421,832.7 N , X = 649,052	0.6 E	
929			N - Y = 424,455.9 N X = 649,052 SHL (NAD27 NME) LTP (NAD27 NM Y = 409,698.5 Y = 424,095	4E)	4-23-2024
SEC. NNN 8 NNN	O' FNL	10	X = 607,530.3 X = 606,773 LAT. = 32,125901 °N LAT. = 32,1654	3.6	Date of Survey
SEC. ≥	2,440' FEL 🛙 🖵	330' ני	LONG = 103.985981 °W LONG = 103.9882 FTP (NAD27 NME) BHL (NAD27 NM	276 °W	
8 5	0' FNL/11 _1 _ 2,440' FEL II _ SEC	330' <u>23</u>	Y = 408,827.3 Y = 424,225 X = 606,839.0 X = 606,772	5.4	
	9	- ^K	LAT. = 32.123512 °N LAT. = 32.1658 LONG. = 103.988223 °W LONG. = 103.9882	342 °N	
I. I.	2		CORNER COORDINATES (NAD27 NME) A - Y = 408.495.2 N . X = 606.614	4.5 E	
	02898 PPP1	687	B-Y= 411,152.1 N , X = 606,598 C-Y= 413.806.5 N , X = 606,583		
	0 FNL		D · Y = 416,458.6 N , X = 606,579 E · Y = 419,113.1 N , X = 606,579		LM/LS 2018041032
	2,420' FELI		F - Y = 421,766.7 N , X = 606,555 G - Y = 424,424.4 N , X = 606,535	5.1 E	Signatue and Seal of
	CI CI	J	H - Y = 408,502.8 N , X = 607,942 I - Y = 411,158.0 N , X = 607,926	2.6 E	Professional Surveyor:
SEC.	SEC. 16		J - Y = 413,812.0 N , X = 607,910 K - Y = 416,464.0 N , X = 607,907		I, TIM C. PAPPAS, NEW MEXICO PROFESSIONAL SURVEYOR NO. 21209, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED
17	T25S R29E	22 000	L-Y = 419,120.0 N , X = 607,904 M-Y = 421,773.9 N , X = 607,886		WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY
			N · Y = 424,430.0 N , X = 607,868 PPP1 (NAD83 NME) PPP1 (NAD27 NN		MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IS TRUE AND CORRECT TO THE BEST OF
GRID AZ.=3	<u>59°45'11"</u>	VB10650003 SEC. 15	Y = 413,866.0 Y = 413,807 X = 648,001.7 X = 606,817		MY KNOWLEDGE AND BELIEF.
HURZ. DIST.	=15,268.59'	1	LAT. = 32.137327 °N LAT. = 32.13720 LONG. = 103.988728 °W LONG. = 103.9882	241 °W	the
		SHL	PPP2 (NAD83 NME) PPP2 (NAD27 NM Y = 419,172.9 Y = 419,114	4.2	
	570' FTP	/1,198' FSL	X = 647,978.9 X = 606,794 LAT. = 32.151916 °N LAT. = 32.1519	791 °N	REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF NEW MEXICO NO. 21209
	330' FSL 2,430' FEL	1,733' FEL	LONG. = 103.988757 W LONG. = 103.9882	259 'W	C. PAPP
					ALL W MEXICO
	ALANT	Н			
	GEO				((21209)))
SEC. 20	SEC. 21				TRE Jos
	└~1 └ - GRID AZ.=218'25'59'				TIM C. PAPPAS 21290
	HORZ. DIST.=1,112.2	<u>2</u> , 1		ŀ	TIM C. PAPPAS 21290 Certificate Number
·	1				

<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 <u>District III</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 IV</u> 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3460

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

	API Number			² Pool Code		³ Pool Name					
30	-015-5319	2		98220		PUF	RPLE SAGE; WO	LFCAMP	(GAS)		
⁴ Property 0	Code				⁶ Well Number						
333987	7		CORRAL 16-4 STATE FEDERAL COM 126H								
7 OGRID	No.		⁸ Operator Name ⁹ Elevation								
005380)		XTO ENERGY, INC. 2,9								
	¹⁰ 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	16	25 S	29 E		1,168	SOUTH	1,733	EA	ST	EDDY	
			11 Bo	ttom Hole	e Location If	Different From	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County	
2	4	25 S	29 E		200	NORTH	1,590	EA	ST	EDDY	
¹² Dedicated Acres	d Acres ¹³ Joint or Infill ¹⁴ Consolidation Code ¹⁵ Order No.										
1,919.52											

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.

16	LOT ACREAGE TABLE		LEG	END	¹⁷ OPERATOR CERTIFICATION
	SECTION 4 LOT 1 – 39.97 ACRES		SECTIO	N LINE	I hereby certify that the information contained herein is true and complete
	LOT 2 - 39.91 ACRES LOT 3 - 39.85 ACRES		WELLBO	ORE EXICO MINERAL LEASE	to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including
I.	LOT 4 - 39.79 ACRES		- - - - 330' B	UFFER	owns a working interest or unleased mineral interest in the tana including the proposed bottom hole location or has a right to drill this well at this
I. I.			DEDICA	TED ACREAGE BOX	location pursuant to a contract with an owner of such a mineral or working
	<u> </u>				interest, or to a voluntary pooling agreement or a compulsory pooling
SEC. 32	200' FNL	SEC. 33			order heretofore entered by the division.
T24S R29E	1,590'FEL		SHL (NAD83 NME) Y = 409,727.0	LTP (NAD83 NME) Y = 424,157.8	0 0/++ Nav 12 2024
	G	N	X = 648,714.5 LAT. = 32.125943 °N	X = 648,797.4 LAT. = 32.165611 °N	Signature Date
1	LOT 4LOT 3	LOT	LONG. = 103.986468 "W FTP (NAD83 NME)	LONG. = 103.986050 "W BHL (NAD83 NME)	Signature Date
GRID A	<u>Z.=359*37'56"</u> DIST.=130.00'	$\begin{bmatrix} LOI\\ 1 \end{bmatrix}$	Y = 408,889.9	Y = 424,287.8	Jena Austin
	/		X = 648,863.2 LAT. = 32.123641 °N	X = 648,796.6 LAT. = 32.165969 °N	Printed Name
		LOT	LONG. = 103.985997 °W CORNER COORDIN	LONG. = 103.986052 "W ATES (NAD83 NME)	Jena.N.Austin @ExxonMobil.com
			A - Y = 408,554.7 N , B - Y = 411,210.7 N ,	X = 647,798.7 E X = 647,783.0 E	E-mail Address
	1,590' FEL F	M	C · Y = 413,865.1 N ,	X = 647,767.3 E	
SEC.	SEC.	SEC.	D - Y = 416,517.3 N , E - Y = 419,171.8 N ,	X = 647,763.2 E X = 647,759.1 E	18SURVEYOR CERTIFICATION
5	4	i lo	F · Y = 421,825.5 N , G · Y = 424,483.2 N ,	X = 647,739.0 E X = 647,718.8 E	I hereby certify that the well location shown on this
			H - Y = 408,561.2 N , I - Y = 411,216.5 N ,	X = 649,127.0 E X = 649,110.5 E	plat was plotted from field notes of actual surveys
		i j	J-Y= 413,870.6 N , K-Y= 416,522.6 N .	X = 649,094.2 E X = 649.091.3 E	made by me or under my supervision, and that the
		1	L·Y= 419,178.7 N	X = 649,088.9 E	same is true and correct to the best of my belief.
	NMNM 015302 E I		M-Y= 421,832.7 N , N-Y= 424,488.9 N ,	X = 649,070.6 E X = 649,052.0 E	same is true and correct to the best of my benef.
50	PPP2 I		SHL (NAD27 NME) Y = 409.668.5	LTP (NAD27 NME) Y = 424.098.9	4-23-2024
055929			X = 607,530.3	X = 607,613.6	Date of Survey
	1.600' FFL - L	L	LONG. = 103.985981 *W	LONG. = 103.985562 "W	
SEC. No		SEC.	FTP (NAD27 NME) Y = 408,831.5	BHL (NAD27 NME) Y = 424,228.9	
		K	X = 607,679.0 LAT. = 32,123516 "N	X = 607,612.7 LAT. = 32.165844 "N	
	9 D + - + -	K	LONG. = 103.985510 °W CORNER COORDIN	LONG. = 103.985563 °W	
			A - Y = 408,495.2 N ,	X = 606,614.5 E	
I.	, PPP1		B · Y = 411,152.1 N , C · Y = 413,806.5 N ,	X = 606,598.8 E X = 606,583.2 E	
		1	D · Y = 416,458.6 N , E · Y = 419,113.1 N ,	X = 606,579.2 E X = 606,575.2 E	LM/LS 2018041033
	1,580' FEL \i		F-Y = 421,765.7 N , G-Y = 424.424.4 N .	X = 606,555.1 E X = 606,535.0 E	Signatue and Seal of
1			H · Y = 408,502.8 N	X = 607,942.8 E X = 507,926.3 E	Professional Surveyor:
		IJ	J · Y = 413,812.0 N ,	X = 607,910.1 E	I, TIM C. PAPPAS, NEW MEXICO PROFESSIONAL SURVEYOR NO.
SEC.	SEC. 16		K-Y= 416,464.0 N , L-Y= 419,120.0 N ,	X = 607,907.2 E X = 607,904.9 E	21209, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED
17	T25S R29E	15	M · Y = 421,773.9 N , N · Y = 424,430.0 N ,	X = 607,886.7 E X = 607,868.2 E	WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY
			PPP1(NAD83 NME) Y = 413.859.6	PPP1(NAD27 NME) Y = 413.811.0	MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IS TRUE AND CORRECT TO THE BEST OF
	.=359'45'11"	VB10650003	X = 648,841.7 LAT. = 32,137330 °N	X = 607,660.1 LAT. = 32,137205 °N	MY KNÖWLEDGE AND BELIEF.
HORZ. D	IST.=15,268.01'	> \o	LONG. = 103.986014 "W	LONG. = 103.985519 *W	ha
	/B	-	PPP2(NAD83 NME) Y = 419,177.3	PPP2(NAD27 NME) Y = 419,118.6	
		SHL	X = 648,818.8 LAT. = 32.151920 *N	X = 607,639.7 LAT. = 32.151796 "N	TIM C. PAPPAS REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF NEW MEXICO NO. 21209
	100	1,100 FSL 1,733' FEL	LONG. = 103.986033 °W	LONG. = 103.985529 *W	STATE OF NEW MERICO NO. 21205
	902000	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			STATE OF NEW MEALO NO. 21209
	1490	1			THEN MEXICO
	A A	u _H			
	111111111111	////			((21209)))
SEC.	SEC.				
20		TP			Roa
		30' FSL ,590' FEL			TIM C. PAPPAS 21290 Certificate Number
					Certificate Number

 District1

 1625 N. French Dr., Hobbs, NM 88240

 Phone: (575) 393-6161 Fax: (575) 393-0720

 District1

 811 S. First St., Artesia, NM 88210

 Phone: (575) 748-1283 Fax: (575) 748-9720

 District11

 1000 Rio Brazos Road, Aztec, NM 87410

 Phone: (505) 334-6178 Fax: (505) 334-6170

 Phone: (505) 334-6178 Fax: (505) 334-6170

 Phone: (505) 347-6178 Fax: (505) 476-3462

 Phone: (505) 476-3460 Fax: (505) 476-3465

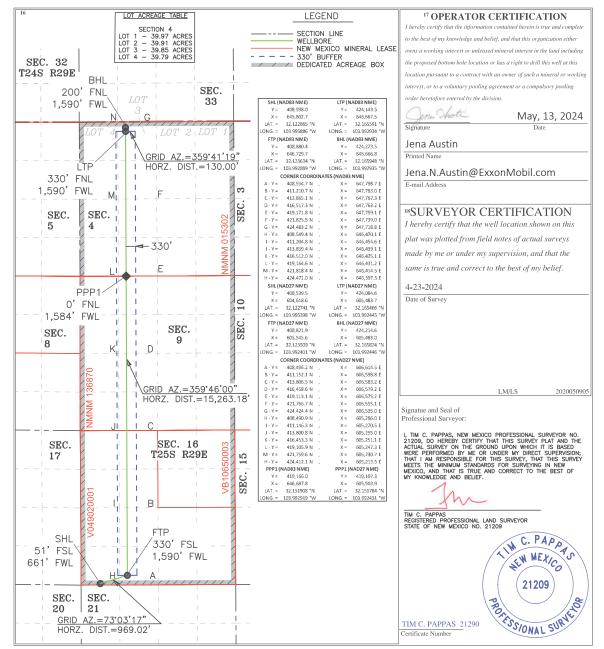
State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505 Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

	API Number			² Pool Code		³ Pool Name					
30	-015-5319	7		98220		PUF	RPLE SAGE; WO	LFCAMP	(GAS)		
⁴ Property 0	Code				⁶ Well Number						
333987	7		CORRAL 16-4 STATE FEDERAL COM 163H								
7 OGRID	No.		⁸ Operator Name ⁹ Elevation								
005380)		XTO ENERGY, INC.								
	¹⁰ Surface Location										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County	
М	16	25 S	29 E		51	SOUTH	661	WE	ST	EDDY	
			11 Bo	ttom Hole	e Location If	Different From	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County	
3	4	25 S	29 E		200	NORTH	1,590	WE	ST	EDDY	
¹² Dedicated Acres	ated Acres 13 Joint or Infill 14 Consolidation Code 15 Order No.										
1,919.52											

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.



 District1

 1625 N. French Dr., Hobbs, NM 88240

 Phone: (575) 393-6161 Fax: (575) 393-0720

 District1

 811 S. First St., Artesia, NM 88210

 Phone: (575) 748-1283 Fax: (575) 748-9720

 District11

 1000 Rio Brazos Road, Aztec, NM 87410

 Phone: (505) 334-6178 Fax: (505) 334-6170

 Phone: (505) 334-6178 Fax: (505) 434-6170

 Phone: (505) 34-6178 Fax: (505) 476-3460

 Phone: (505) 476-3460 Fax: (505) 476-3465

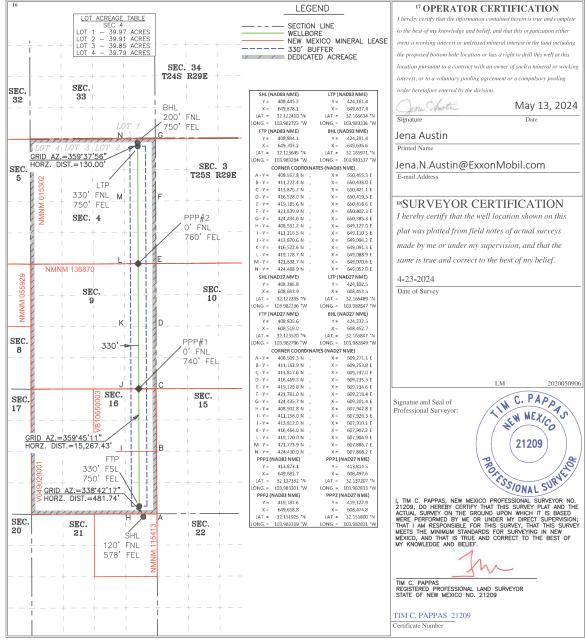
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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1	API Number	r		² Pool Code		³ Pool Name						
30	-015-5321	0		98220		PUI	RPLE SAGE; WO	LFCAMP	(GAS)			
⁴ Property C	Code		⁵ Property Name									
333987	7		CORRAL 16-4 STATE FEDERAL COM 164H									
7 OGRID N	No.				⁸ Operato	r Name				⁹ Elevation		
005380)		XTO ENERGY, INC. 3,02									
	¹⁰ Surface Location											
UL or lot no.	Section	Township	Range	Lot Idn	Feet from th	e North/South line	Feet from the	Eas	t/West line	County		
А	21	25 S	29 E		120	NORTH	578	EA	ST	EDDY		
			11 Bo	ttom Hol	e Location I	If Different Fror	n Surface			,		
UL or lot no.	Section	Township	Range	Lot Idn	Feet from th	e North/South line	Feet from the	Eas	t/West line	County		
1	4	25 S	29 E		200	NORTH	750	EA	ST	EDDY		
¹² Dedicated Acres	¹³ Joint o	r Infill 14 Co	¹⁴ Consolidation Code ¹⁵ Order No.									
1,919.52												

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.



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<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 <u>District III</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 IV</u> 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3460

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1	API Number	r		² Pool Code		³ Pool Name					
30	-015-5318	8		98220		PUF	RPLE SAGE; WO	LFCAMP	(GAS)		
⁴ Property 0	Code				⁶ Well Number						
33398	7		CORRAL 16-4 STATE FEDERAL COM 165H								
⁷ OGRID	No.		⁸ Operator Name ⁹ Elevation								
00538)		XTO ENERGY, INC.								
	¹⁰ Surface Location										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line		County	
А	21	25 S	29 E		120	NORTH	548	EA	ST	EDDY	
			11 Bo	ttom Hole	e Location If	Different From	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County	
1	4	25 S	29 E		200	NORTH	540	EA	ST	EDDY	
¹² Dedicated Acres	cated Acres ¹³ Joint or Infill ¹⁴ Consolidation Code ¹⁵ Order No.										
1,919.52											

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.

16 LOT ACREAGE TABLE	LEGEND	¹⁷ OPERATOR CERTIFICATION
SECTION 4 LOT 1 - 39.97 ACRES	SECTION LINE	I hereby certify that the information contained herein is true and complete
LOT 2 - 39.91 ACRES LOT 3 - 39.85 ACRES	WELLBORE	to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including
LOT 4 - 39.79 ACRES	330' BUFFER	the proposed bottom hole location or has a right to drill this well at this
	DEDICATED ACREAGE BOX	location pursuant to a contract with an owner of such a mineral or working
		interest, or to a voluntary pooling agreement or a compulsory pooling
SEC. 32 SEC. 200' FNL LOT		order heretofore entered by the division.
T24S R29E 33 540' FEL 1 N I G I G I G		June Shotic May 13, 2024
	SHL (NAD83 NME) LTP (NAD83 NME) Y = 408,445.4 Y = 424,162.3	Signature Date
LOT 4 LOT 3 LOT 2 GRID AZ.=359'37'56"	X = 649,908.1 X = 649,847.4 LAT. = 32.122410 °N LAT. = 32.165614 °N	long Austin
HORZ. DIST.=130.00'	LONG. = 103.982626 °W LONG. = 103.982657 °W	Jena Austin Printed Name
	FTP (NAD83 NME) BHL (NAD83 NME) Y = 408,895.1 Y = 424,292.3	lana N Austin@EvyanMahil.com
330' FNL	X = 649,913.1 X = 649,846.5 LAT. = 32,123646 °N LAT. = 32,165972 °N	Jena.N.Austin@ExxonMobil.com
540' FEL M	CO LONG. = 103.982605 "W LONG. = 103.982658 "W	
CIEC CEC	CORNER COORDINATES (NAD83 NME) A - Y = 408,567.8 N , X = 650,455.3 E	¹⁸ SURVEYOR CERTIFICATION
	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	<i>I hereby certify that the well location shown on this</i>
3 4 PPP2 1 0' FNL 0' FNL 1	D - Y = 416,528.0 N , X = 650,419.3 E E - Y = 419,185.6 N , X = 650,418.6 E	plat was plotted from field notes of actual surveys
550' FEL	F - Y = 421,839.9 N , X = 650,402.3 E G - Y = 424,494.6 N X = 650,385.3 E	made by me or under my supervision, and that the
	H - Y = 408,561.2 N , X = 649,127.0 E I - Y = 411,216.5 N , X = 649,110.5 E	same is true and correct to the best of my belief.
NMNM 015302 L I I E	J-Y= 413,870.6 N , X= 649,094.2 E	
	K - Y = 416,522.6 N , X = 649,091.3 E L - Y = 419,178.7 N , X = 649,088.9 E	5-1-2024
1 I 022350 022350	M - Y = 421,832.7 N , X = 649,070.6 E N - Y = 424,488.9 N , X = 649,052.0 E	Date of Survey
	SHL (NAD27 NME) LTP (NAD27 NME) Y = 408 386 9 Y = 424 103 4	
$\begin{array}{c c} \text{SEC.} \\ 8 \\ 9 \\ \end{array} \begin{array}{c} \text{SEC.} \\ 330' - 1 \\ 1 \\ 5 \\ 5 \\ 1 \\ 5 \\ 5 \\ 5 \\ 5 \\ 5 \\$	X = 608,723.9 X = 608,663.5	
Z K L	LONG. = 103.982139 °W LONG. = 103.982169 °W	
	FTP (NAD27 NME) BHL (NAD27 NME) Y = 408,836.7 Y = 424,233.4	
PPP1 I	X = 608,729.0 X = 608,662.7	
0' FNL	LONG. = 103.982118 °W LONG. = 103.982170 °W	LM/LS 2020050907
529' FEL	CORNER COORDINATES (NAD27 NME) A - Y = 408,509.3 N , X = 609,271.1 E	
	B-Y= 411,163.9 N , X = 609,253.8 E C-Y= 413,817.6 N , X = 609,237.0 E	Signatue and Seal of Professional Surveyor:
NMNM 136870 J I J I J I J I J I J I J I J I J I J	D-Y= 416,469.3 N , X= 609,235.3 E E-Y= 419,126.8 N , X= 609,234.6 E	
SEC. SEC. 16	F - Y = 421,781.0 N , X = 609,218.4 E G - Y = 424,435.7 N , X = 609,201.4 E	I, TIM C. PAPPAS, NEW MEXICO PROFESSIONAL SURVEYOR NO. 21209, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED
	G H-Y= 408,502.8 N , X = 607,942.8 E I-Y= 411,158.0 N , X = 607,942.8 E	WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY
GRID AZ.=359'45'11"	- J-Y= 413 812.0 N X= 607 910.1 E	MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
HORZ. DIST.=15,267.28'	Y = 416,464.0 N X = 607,907.2 E L - Y = 419,120.0 N X = 607,904.9 E M - Y = 419,120.0 N X = 607,904.9 E	MI NIGHLEDGE AND DELIEF.
		the
	PPP1 (NAD83 NME) PPP1 (NAD27 NME) Y = 413,874.0 Y = 413,815.4	TIM C. PAPPAS
8 FTP I I 330' FSL\ I I	X = 649,891.7 X = 608,707.6 LAT. = 32,137332 *N LAT. = 32,137208 *N	REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF NEW MEXICO NO. 21209
540' FEL	LONG. = 103.982622 °W LONG. = 103.982135 °W	C. PAPO
GRID AZ.=00'38'35"	PPP2 (NAD83 NME) PPP2 (NAD27 NME) Y = 419,182.7 Y = 419,124.0	
HORZ. DIST.=449.76'	X = 649,868.8 X = 608,684.8 LAT. = 32.151926 °N LAT. = 32.151801 °N	A SEW MEXICO
	LONG. = 103.982640 °W LONG. = 103.982152 °W	((21209))
SEC. SEC. SHL		
20 21 120' FSL		PROF
		TIM C. PAPPAS 21290 Certificate Number
		Certificate Number

 District1

 1625 N. French Dr., Hobbs, NM 88240

 Phone: (575) 393-6161 Fax: (575) 393-0720

 District1

 811 S. First St., Artesia, NM 88210

 Phone: (575) 748-1283 Fax: (575) 748-9720

 District11

 1000 Rio Brazos Road, Aztec, NM 87410

 Phone: (505) 334-6178 Fax: (505) 334-6170

 Phone: (505) 334-6178 Fax: (505) 334-6170

 Phone: (505) 347-6178 Fax: (505) 476-3460

 Phone: (505) 476-3460 Fax: (505) 476-3465

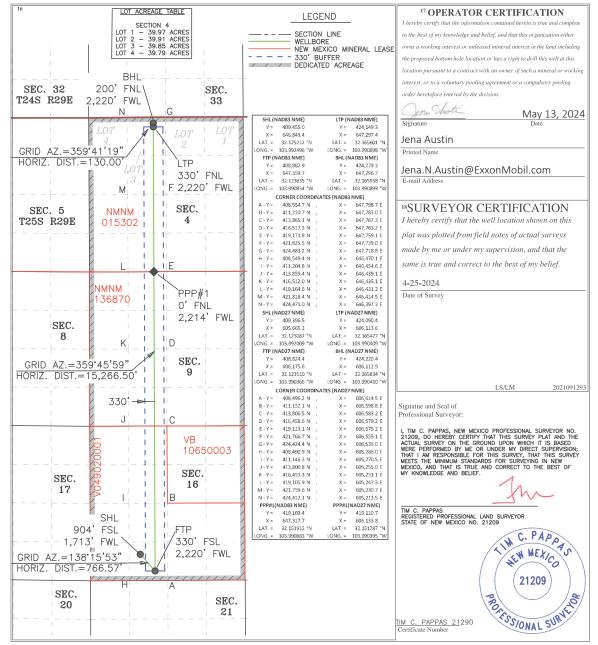
State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505 Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1	API Number	r		² Pool Code		³ Pool Name					
30	-015-5320	0		98220		PUI	RPLE SAGE; WO	LFCAMP	(GAS)		
⁴ Property 0	Code				⁵ Property	Name			⁶ Well Number		
33398	7			CORR	RAL 16-4 STATE	E FEDERAL COM				801H	
⁷ OGRID	No.				⁸ Operator	Name				⁹ Elevation	
00538)				XTO ENERO	GY, INC.				2,988'	
					¹⁰ Surface	Location					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County	
Ν	16	25 S	29 E		904	SOUTH	1,713	WE	ST	EDDY	
			11 Bo	ttom Hole	e Location It	f Different Fror	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County	
3	4	25 S	S 29 E 200 NORTH 2,220 WEST EDDY								
¹² Dedicated Acres	¹³ Joint o	r Infill 14 Co	¹⁴ Consolidation Code ¹⁵ Order No.								
1,919.52											

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.



<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 <u>District III</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 IV</u> 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3460

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

1	API Number	r		² Pool Code			³ Pool Na	me			
30	-015-5320	1 98220 PURPLE SAGE; WOLFCAMP									
⁴ Property C	Code				⁵ Property	Name			6 1	⁶ Well Number	
333987	7			CORI	RAL 16-4 STATI	E FEDERAL COM				802H	
⁷ OGRID	No.				⁸ Operator	Name				⁹ Elevation	
005380)				XTO ENERO	GY, INC.				2,988'	
			¹⁰ Surface Location								
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County	
N	16	25 S	29 E		874	SOUTH	1,712	WE	ST	EDDY	
			11 Bo	ttom Hol	e Location I	f Different Fror	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County	
3	4	25 S	S 29 E 200 NORTH 2,010 WEST EDDY								
¹² Dedicated Acres	¹³ Joint of	r Infill 14 C	onsolidation	Code 15 Or	der No.						
1,919.52											

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.

LOT_ACREAGE_TABLE	LEGEND	¹⁷ OPERATOR CERTIFICATION
SECTION 4 LOT 1 - 39.97 ACRES	= SECTION LINE	I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either
LOT 2 - 39.91 ACRES	WELLBORE	owns a working interest or unleased mineral interest in the land including
LOT 3 - 39.85 ACRES LOT 4 - 39.79 ACRES		the proposed bottom hole location or has a right to drill this well at this
	DEDICATED ACREAGE	location pursuant to a contract with an owner of such a mineral or working
		interest, or to a voluntary pooling agreement or a compulsory pooling
SEC. 32 200' FNL SEC. T24S R29E 2.010' FWL 33		order heretofore entered by the division.
N G		An abote May 12 2024
	SHL (NAD83 NME) LTP (NAD83 NME) Y = 409,424.9 Y = 424,147.4	Signature Date
	X = 646,848.9 X = 647,087.5	Jena Austin
GRID AZ.=359'41'19"	LAT. = 32.125129 °N LAT. = 32.165598 °N LONG. = 103.992498 °W LONG. = 103.991577 °W	Printed Name
HORIZ. DIST.=130.00' I I DOT LTP	FTP (NAD83 NME) BHL (NAD83 NME) Y = 408,882.1 Y = 424,277.4	
1 1 3 330' FNL	X = 647,149.7 X = 647,086.7 LAT. = 32,123635 *N LAT. = 32,165955 *N	Jena.N.Austin@ExxonMobil.com
M F 2,010' FWL	LONG. = 103.991532 °W LONG. = 103.991577 °W	E-mail Address
	CORNER COORDINATES (NAD83 NME) A - Y = 408,544.1 N , X = 645,141.6 E	SUDVEVOD CEDTIEICATION
SEC. 5 NMNM SEC.	B - Y = 411,199.0 N , X = 645,126.3 E C - Y = 413,853.8 N , X = 645,111.0 E	¹⁸ SURVEYOR CERTIFICATION <i>I hereby certify that the well location shown on this</i>
T25S R29E 015302 4	D - Y = 416,506.6 N , X = 645,107.0 E	
	E · Y = 419,157.4 N , X = 645,103.3 E F · Y = 421,811.2 N , X = 645,090.1 E	plat was plotted from field notes of actual surveys
	G · Y = 424,458.8 N , X = 645,075.7 E H · Y = 408,549.4 N , X = 646.470.1 E	made by me or under my supervision, and that the
	I - Y = 411,204.8 N , X = 646,454.6 E J - Y = 413,859.4 N , X = 646,439.1 E	same is true and correct to the best of my belief.
	K - Y = 416,512.0 N , X = 646,435.1 E	4-25-2024
NMNM 136870	L - Y = 419,164.6 N , X = 646,431.2 E M - Y = 421,818.4 N , X = 646,414.5 E	Date of Survey
	N - Y = 424,471.0 N , X = 646,397.3 E SHL (NAD27 NME) LTP (NAD27 NME)	
SEC.	Y = 409,366.4 Y = 424,088.5	
	X = 605,664.7 X = 605,903.6 LAT. = 32.125005 °N LAT. = 32.165473 °N	
K	LONG. = 103.992011 *W LONG. = 103.991088 *W FTP (NAD27 NME) BHL (NAD27 NME)	
GRID AZ.=359'45'59"	Y = 408,823.6 Y = 424,218.5 X = 605,965.5 X = 605,902.9	
HORIZ DIST -15 265 40' 9	LAT. = 32.123510 °N LAT. = 32.165831 °N	
	LONG. = 103.991044 "W LONG. = 103.991089 "W CORNER COORDINATES (NAD27 NME)	LS/LM 2021091294
330'	A - Y = 408,485.6 N , X = 603,957.5 E B - Y = 411,140.4 N , X = 603.942.2 E	Signatue and Seal of
	C - Y = 413,795.2 N , X = 603,926.9 E	Professional Surveyor:
	D - Y = 416,448.0 N , X = 603,923.0 E E - Y = 419,098.7 N , X = 603,919.4 E	I, TIM C. PAPPAS, NEW MEXICO PROFESSIONAL SURVEYOR NO. 21209, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE
	F - Y = 421,752.4 N , X = 603,906.3 E G - Y = 424,399.9 N , X = 603,892.0 E	ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED
A I I 10650003	H - Y = 408,490.9 N , X = 605,286.0 E I - Y = 411,146.3 N , X = 605,270.5 E	WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY
	J-Y= 413,800.8 N , X= 605,255.0 E	MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
SEC. 4	K - Y = 416,453.3 N , X = 605,251.1 E L - Y = 419,105.9 N , X = 605,247.3 E	MI KNOWLEDGE AND DELIEF.
	M - Y = 421,759.6 N , X = 605,230.7 E N - Y = 424,412.1 N , X = 605,213.5 E	the
	PPP#1 (NAD83 NME) PPP#1 (NAD27 NME)	TIM C. PAPPAS
SHL	Y = 419,168.3 Y = 419,109.6 X = 647,107.7 X = 605,923.8	REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF NEW MEXICO NO. 21209
874' FSL	LAT. = 32.151910 °N LAT. = 32.151786 °N LONG. = 103.991562 °W LONG. = 103.991074 °W	C. PAPO
011D A2:=101 00 00		TI THEN MEXICO
HORIZ. DIST.=620.57'		
SEC.		
20 SEC.		PRO OC
	-	TIM C PAPPAS 21200
		TIM C. PAPPAS 21290 Certificate Number
]

 District1

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 Phone: (505) 476-3460 Fax: (505) 476-3465

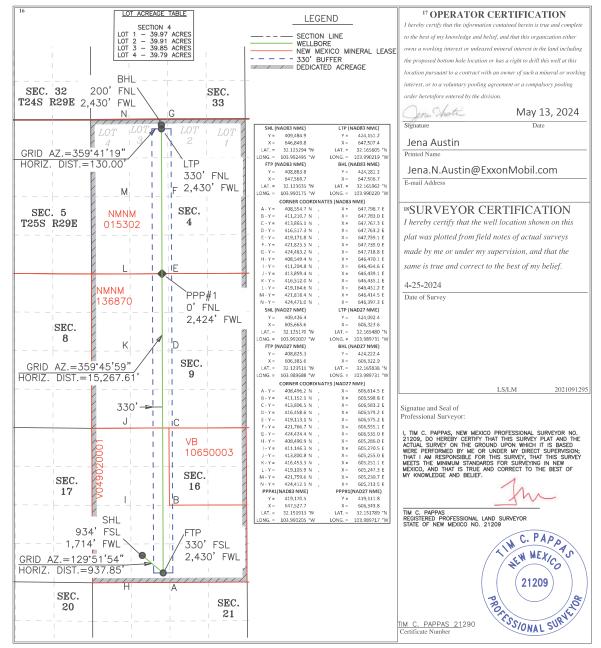
State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505 Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

	API Number			² Pool Code		³ Pool Name PURPLE SAGE: WOLFCAMP (GAS)					
30	-015-5320	2		98220		PUR	PLE SAGE; WO	LFCAMP	(GAS)		
⁴ Property 0	Code				⁵ Property	Name			6 -	⁶ Well Number	
33398	7			CORF	RAL 16-4 STATE	E FEDERAL COM				803H	
7 OGRID	No.				⁸ Operator	Name				9 Elevation	
005380	C				XTO ENERG	θΥ, INC.				2,987'	
			¹⁰ 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	
Ν	16	25 S	29 E		934	SOUTH	1,714	WE	ST	EDDY	
			11 Bo	ttom Hol	e Location If	Different Fron	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	Eas	t/West line	County	
3	4	25 S	25 S 29 E 200 NORTH 2,430 WEST								
¹² Dedicated Acres	s ¹³ Joint o	r Infill ¹⁴ C	¹⁴ Consolidation Code ¹⁵ Order No.								
1,919.52											

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.



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

1	API Number	r		² Pool Code			³ Pool Na	me			
30	-015-5319	1 98220 PURPLE SAGE; WOLFCAM									
⁴ Property C	Code				⁵ Property	Name			6 1	⁶ Well Number	
333987	7		CORRAL 16-4 STATE FEDERAL COM 804H								
⁷ OGRID N	No.				⁸ Operator	Name				9 Elevation	
005380)		XTO ENERGY, INC. 3,002'								
			¹⁰ Surface Location								
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County	
0	16	25 S	29 E		1,136	SOUTH	1,433	EAS	ST	EDDY	
			11 Bo	ttom Hole	e Location If	f Different From	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County	
2	4	25 S	29 E 200 NORTH 1,380 EAST EDDY							EDDY	
¹² Dedicated Acres	¹³ Joint o	r Infill 14 C	onsolidation	Code 15 Ord	er No.						
1,919.52											

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.

16		LOT ACREAGE TABLE	7	LEGE	ND	¹⁷ OPERATOR CERTIFICATION
		SECTION 4 LOT 1 - 39.97 ACRES LOT 2 - 39.91 ACRES		SECTION	LINE	I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either
	: 1	LOT 3 - 39.85 ACRES LOT 4 - 39.79 ACRES	sl i		XICO MINERAL LEASE	owns a working interest or unleased mineral interest in the land including
		LUI 4 - 39.79 ACRES			ED ACREAGE BOX	the proposed bottom hole location or has a right to drill this well at this
		BHL	i i			location pursuant to a contract with an owner of such a mineral or working
CE.	C. 32	200' FNL	SEC.			interest, or to a voluntary pooling agreement or a compulsory pooling
	S R29E	1,380' FEL	33			order heretofore entered by the division.
		G	Ν	SHL (NAD83 NME)	LTP (NAD83 NME)	One chote May 13, 2024
		LOT 4 LOT 3		Y = 409,696.8 X = 649,014.5	Y = 424,158.7 X = 649,007.4	Signature Date
	GRID A	Z.=359*37'56"	LOT	LAT. = 32.125858 °N LONG. = 103.985500 °W	LAT. = 32.165612 °N LONG. = 103.985372 °W	Jena Austin
		DIST.=130.00'		FTP (NAD83 NME)	BHL (NAD83 NME)	Printed Name
	Ē.			Y = 408,891.0 X = 649,073.2	Y = 424,288.7 X = 649,006.6	Iona N. Austin@EvyonMabil.com
		330' FNL 2		LAT. = 32.123642 °N LONG. = 103.985319 °W	LAT. = 32.165969 °N LONG. = 103.985373 °W	Jena.N.Austin@ExxonMobil.com
		1,380' FEL F	M n	CORNER COORDINA	TES (NAD83 NME)	
	ORC	OTO	SEC.	A - Y = 408,554.7 N , B - Y = 411,210.7 N ,	X = 647,798.7 E X = 647,783.0 E	¹⁸ SURVEYOR CERTIFICATION
	SEC. 5	SEC.	S S	C · Y = 413,865.1 N , D · Y = 416,517.3 N ,	X = 647,767.3 E X = 647,763.2 E	<i>I hereby certify that the well location shown on this</i>
	J		015302	E-Y = 419,171.8 N , F-Y = 421,825.5 N ,	X = 647,759.1 E X = 647,739.0 E	plat was plotted from field notes of actual surveys
		0' FNL		G-Y= 424,483.2 N ,	X = 647,718.8 E	
		1,390' FEL	WNWN	H-Y= 408,561.2 N , I-Y= 411,216.5 N ,	X = 649,127.0 E X = 649,110.5 E	made by me or under my supervision, and that the
		EI	L <u>Ž</u>	J-Y= 413,870.6 N , K-Y= 416,522.6 N ,	X = 649,094.2 E X = 649.091.3 E	same is true and correct to the best of my belief.
	50			L-Y= 419,178.7 N , M-Y= 421,832.7 N ,	X = 649,088.9 E X = 649,070.6 E	4-26-2024
	055929		1 10	N - Y = 424,488.9 N ,	X = 649,052.0 E	Date of Survey
				SHL (NAD27 NME) Y = 409,638.3	LTP (NAD27 NME) Y = 424,099.8	
	SEC. NN	$330' \rightarrow 1$	E S	X = 607,830.3 LAT. = 32.125733 °N	X = 607,823.6 LAT. = 32.165488 °N	
			No.	LONG. = 103.985012 °W	LONG. = 103.984883 "W	
		/- ·	KI	- FTP (NAD27 NME) Y = 408,832.5	BHL (NAD27 NME) Y = 424,229.8	
		02	12	X = 607,889.0 LAT. = 32.123517 °N	X = 607,822.7 LAT. = 32.165845 °N	
		0289 9289 1308 1308 1308 1308 1308 1308 1308 1308		LONG. = 103.984831 °W	LONG. = 103.984884 °W	
				A - Y = 408,496.2 N ,	X = 606,614.5 E	LM/LS 2021091296
		1,369' FEL	WNWN	B-Y= 411,152.1 N , C-Y= 413,806.5 N ,	X = 606,598.8 E X = 606,583.2 E	Signatue and Seal of
		Z C		D-Y= 416,458.6 N , E-Y= 419,113,1 N .	X = 606,579.2 E X = 606.575.2 E	Professional Surveyor:
				F - Y = 421,766.7 N ,	X = 606,555.1 E	I, TIM C. PAPPAS, NEW MEXICO PROFESSIONAL SURVEYOR NO.
	SEC.	SEC. 16	I SÍ	G - Y = 424,424.4 N , H - Y = 408,502.8 N ,	X = 607,942.8 E	21209, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WEEPE DEPENDENT BY ME OP UNDER MY DIPECT SUBPRYICION
	17	T25S R29E	15 500		X = 607,926.3 E X = 607,910.1 E	WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW
		Z.=359°45'11"		K - Y = 416,464.0 N , L - Y = 419,120.0 N ,	X = 607,907.2 E X = 607,904.9 E	MEXICO, AND THAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
	HORZ.	DIST.=15,267.86'	VB10	M-Y= 421,773.9 N , N-Y= 424,430.0 N ,	X = 607,886.7 E X = 607,868.2 E	10
		В		PPP#1(NAD83 NME)	PPP#1(NAD27 NME)	In
		SHL		Y = 413,870.4 X = 649,051.7	Y = 413,811.8 X = 607,867.6	TIM C. PAPPAS REGISTERED PROFESSIONAL LAND SURVEYOR
				LAT. = 32.137330 °N LONG. = 103.985336 °W	LAT. = 32.137206 °N LONG. = 103.984848 °W	STATE OF NEW MEXICO NO. 21209
		🕺 🚬 🔄 1,433' FEL –		PPP#2(NAD83 NME) Y = 419.178.4	PPP#2(NAD27 NME) Y = 419.119.7	C. PAPP
		1,136 FSL 0000 1,433' FEL -		X = 649.028.8 LAT. = 32.151921 °N	X = 607,844.8 LAT. = 32.151797 °N	A NEW MEXICO
		A 4		LONG. = 103.985354 °W	LONG. = 103.984866 °W	
		///////////////////////////////////////	1111	_		(((21209))))
	SEC.	<u>GRID AZ.=175°50'17"</u> HORZ. DIST.=807.91'	SEC.			
	20	FTP	21			Top st
		$\frac{1}{1} 330'$ FSL	-1			TIM C. PAPPAS 21290 Certificate Number
		1,380' FEL				

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										
1	API Numbe	r		² Pool Co	ode			³ Pool Na	me		
30	-015-5320	9		9822	.0		PUF	RPLE SAGE; WO	LFCAMP	(GAS)	
⁴ Property O	Code		⁵ Property Name								Well Number
333987	7		CORRAL 16-4 STATE FEDERAL COM 80								805H
7 OGRID	No.		⁸ Operator Name ⁹ Elevation								⁹ Elevation
005380)		XTO ENERGY, INC. 3,002'								3,002'
8 					10 Surf	ace L	Location		0	ή.	
UL or lot no.	Section	Township	Range	Lot Ic	dn Feet fro	om the	North/South line	Feet from the	East	t/West line	County
0	16	25 S	29 E		1,166	5	SOUTH	1,433	EA	ST	EDDY
			¹¹ Bo	ttom H	ole Locati	on If	Different From	n Surface			~
UL or lot no.	Section	Township	Range	Lot Ic	dn Feet fro	om the	North/South line	Feet from the	East	t/West line	County
2	4	25 S	S 29 E 200 NORTH 2,220 EAST EDE						EDDY		
¹² Dedicated Acres	¹³ Joint o	r Infill	⁴ Consolidation	olidation Code 15 Order No.							
1,919.52											

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.

16	LOT ACREAGE TABLE		LEGI	END	¹⁷ OPERATOR CERTIFICATION
	SECTION 4 LOT 1 - 39.97 ACRES		SECTION		I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either
1 2 1	LOT 2 - 39.91 ACRES LOT 3 - 39.85 ACRES	9 - ¹		XICO MINERAL LEASE	owns a working interest or unleased mineral interest in the land including
202	LOT 4 - 39.79 ACRES		330' BI	JFFER ED ACREAGE BOX	the proposed bottom hole location or has a right to drill this well at this
	211	1			location pursuant to a contract with an owner of such a mineral or working
	BHL 200' FNL SEC.	İ.	SHL (NAD83 NME)	LTP (NAD83 NME)	interest, or to a voluntary pooling agreement or a compulsory pooling
SEC. 32 T24S R29E	200' FNL SEC. 2,220' FEL 33	1	Y = 409,726.8 X = 649,014.5	Y = 424,155.1 X = 648,167.4	order heretofore entered by the division.
1245 KC9E	G N		LAT. = 32.125940 °N LONG. = 103.985499 °W	LAT. = 32.165609 °N LONG. = 103.988086 °W	Jun Choti May 13, 2024
	LOT 4 LOT 3		FTP (NAD83 NME)	BHL (NAD83 NME)	Signature Date
GRID A	Z.=359°37'56"		Y = 408,886.8 X = 648,233.2	Y = 424,285.1 X = 648,166.6	Jena Austin
HORZ.	DIST.=130.00'	1	LAT. = 32.123638 °N LONG. = 103.988032 °W	LAT. = 32.165967 °N LONG. = 103.988088 °W	Printed Name
		1	CORNER COORDIN		Jena.N.Austin@ExxonMobil.com
l l	330' FNL 2		A - Y = 408,554.7 N B - Y = 411,210.7 N	X = 647,798.7 E X = 647,783.0 E	E-mail Address
	2,220' FEL_F	3	C - Y = 413,865.1 N D - Y = 416.517.3 N	X = 647,767.3 E X = 647,763.2 E	
ORC	STEC	E.	E - Y = 419,171.8 N F - Y = 421.825.5 N	X = 647,759.1 E X = 647,739.0 E	18SURVEYOR CERTIFICATION
SEC. 5	SEC.	SEC	G-Y= 424,483.2 N	X = 647,718.8 E	I hereby certify that the well location shown on this
	PPP2	-	H - Y = 408,561.2 N , I - Y = 411,216.5 N ,	X = 649,127.0 E X = 649,110.5 E	plat was plotted from field notes of actual surveys
C S	0' FNL 2,230' FEL	i l	J - Y = 413,870.6 N K - Y = 416,522.6 N	X = 649,094.2 E X = 649,091.3 E	made by me or under my supervision, and that the
ř.	2,230' FEL		L - Y = 419,178.7 N M - Y = 421,832.7 N	X = 649,088.9 E X = 649,070.6 E	same is true and correct to the best of my belief.
			N - Y = 424,488.9 N SHL (NAD27 NME)	X = 649,052.0 E LTP (NAD27 NME)	
055929		8	Y = 409,668.3 X = 607,830.3	Y = 424,096.3 X = 606.983.6	5-1-2024
)55		10	LAT. = 32.125815 °N	LAT. = 32.165485 °N	Date of Survey
SEC.≩	SEC.	le:	LONG. = 103.985012 °W FTP (NAD27 NME)	LONG. = 103.987598 °W BHL (NAD27 NME)	
SEC. W	9 330'	SEC.	Y = 408,828.3 X = 607.049.1	Y = 424,226.2 X = 606,982.8	
Z	D K		LAT. = 32.123513 °N	LAT. = 32.165842 °N	
12		632	LONG. = 103.987544 °W CORNER COORDIN	LONG. = 103.987599 °W ATES (NAD27 NME)	
		05380632	A - Y = 408,496.2 N B - Y = 411.152.1 N	X = 606,614.5 E X = 606,598.8 E	
6		02	C - Y = 413,806.5 N D - Y = 416,458.6 N	X = 606,583.2 E X = 606,579.2 F	LM/LS 2021040406
	2,209' FEL	1 MNM1	E-Y= 419,113.1 N	X = 606,575.2 E	LINES 2021040400
		M	F - Y = 421,766.7 N G - Y = 424,424.4 N	X = 606,555.1 E X = 606,535.0 E	Signatue and Seal of Professional Surveyor:
	CILI J	2	H - Y = 408,502.8 N I - Y = 411,158.0 N	X = 607,942.8 E X = 607,926.3 E	
SEC.	SEC. 16	1	J - Y = 413,812.0 N K - Y = 416,464.0 N	X = 607,910.1 E X = 607.907.2 E	I, TIM C. PAPPAS, NEW MEXICO PROFILISSIONAL SURVEYOR NO. 21209, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE
17	T25S R29E	2	L-Y= 419,120.0 N	X = 607,904.9 E	ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RIMEPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY
	7 7 7 60' 4 6' 4 4 "	=	M - Y = 421,773.9 N N - Y = 424,430.0 N	X = 607,886.7 E X = 607,868.2 E	MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IS TRUE AND CORRECT TO THE BEST OF
	SEC. 16 T25S R29E Z.=359'45'11" DIST.=15,268.44'	SEC.	<pre>PPP1 (NAD83 NME) Y = 413,866.9</pre>	PPP1 (NAD27 NME) Y = 413,808.3	MY KNÓWLEDGE AND BELIEF.
N 37		ίΩ,	X = 648,211.7 LAT. = 32.137328 °N	X = 607,027.6 LAT. = 32,137203 °N	ha
	SHL_B		LONG. = 103.988050 °W	LONG. = 103.987562 °W	TIM C. PAPPAS
Y I	1,166' FSL		Y = 419,174.0	PPP2 (NAD27 NME) Y = 419,115.3	IM C. PAPPAS REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF NEW MEXICO NO. 21209
	1,433' FEL		X = 648,188.9 LAT. = 32.151917 °N	X = 607,004.9 LAT. = 32.151792 °N	STATE OF NEW MERICO NO. 21205
	330' FSL		LONG. = 103.988069 °W	LONG. = 103.987580 °W	
Ŷ	2,220' FEL				THEN MEXICO S
	A H				
	CPID 47 -020'55'51"				((21209)))
SEC. 20	GRID AZ.=222'55'51") SEC HORZ. DIST.=1,147.21' 21				PRO
20	21	i .			TIM C DADDAS 21200
		1			TIM C. PAPPAS 21290 Certificate Number

<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 <u>District III</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 IV</u> 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3460

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

1	API Number	r		² Pool Code			³ Pool Name				
30	-015-5319	0	98220 PURPLE SAGE; WOLFCAMP (GAS								
⁴ Property C	Code				⁵ Property	Name			6 1	Well Number	
333987	7			CORR	RAL 16-4 STATE	E FEDERAL COM				806H	
⁷ OGRID N	No.				⁸ Operator	Name				⁹ Elevation	
005380)		XTO ENERGY, INC. 2,999'								
					¹⁰ Surface	Location					
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County	
0	16	25 S	29 E		1,196	SOUTH	1,433	EAS	ST	EDDY	
			11 Bo	ttom Hole	e Location If	f Different Fror	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County	
1	4	25 S	5 S 29 E 200 NORTH 540 EAST EDDY								
¹² Dedicated Acres	¹³ Joint of	r Infill 14 C	onsolidation	Code 15 Ord	der No.						
1,919.52											

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.

16	LOT ACREAGE TABLE	LEGEN	D	¹⁷ OPERATOR CERTIFICATION
	SECTION 4	SECTION L	INF	I hereby certify that the information contained herein is true and complete
	LOT 1 - 39.97 ACRES LOT 2 - 39.91 ACRES	WELLBORE		to the best of my knowledge and belief, and that this organization either
	LOT 3 - 39.85 ACRES LOT 4 - 39.79 ACRES		CO MINERAL LEASE	owns a working interest or unleased mineral interest in the land including
			ACREAGE BOX	the proposed bottom hole location or has a right to drill this well at this
· · ·	BHL -	_ 1 _		location pursuant to a contract with an owner of such a mineral or working
SEC. 32	000' FNI	LOT Y = 409.756.8	LTP (NAD83 NME) Y = 424.162.3	interest, or to a voluntary pooling agreement or a compulsory pooling
T24S R29E	SEC. 200 FNL 33 540' FEL	LUT Y= 409,756.8 1 X = 649,014.6	Y = 424,162.3 X = 649,847.4	order heretofore entered by the division.
	55 0.0 . LL	G LAT. = 32.126023 °N LONG. = 103.985499 °W L	LAT. = 32.165614 °N ONG. = 103.982657 °W	June Mote May 13, 2024
	LOT 4LOT 3LOT 2	FTP (NAD83 NME)	BHL (NAD83 NME)	Signature Date
	GRID AZ.=359'37'56"	Y = 408,895.1 X = 649,913.1	Y = 424,292.3 X = 649.846.5	long Austin
	HORZ. DIST.=130.00'	LAT. = 32.123646 °N	LAT. = 32.165972 °N	Jena Austin Printed Name
		CORNER COORDINATES	ONG. = 103.982658 "W (NAD83 NME)	
	330' FNL	A - Y = 408,567.8 N ,	X = 650,455.3 E	Jena.N.Austin@ExxonMobil.com
	540' FEL M	B-Y= 411,222.4 N , C-Y= 413,876.2 N ,	X = 650,438.0 E X = 650,421.1 E	E-mail Address
		D-Y= 416,528.0 N ,	X = 650,419.3 E X = 650,418.6 E	
SEC.	SEC.	F-Y= 421,839.9 N ,	X = 650,402.3 E	¹⁸ SURVEYOR CERTIFICATION
5	4 PPP2	G-Y= 424,494.6 N , H-Y= 408.561.2 N ,	X = 650,385.3 E X = 649,127.0 E	I hereby certify that the well location shown on this
		I-Y= 411,216.5 N ,	X = 649,110.5 E	plat was plotted from field notes of actual surveys
	550' FEL	J-Y= 413,870.6 N , K-Y= 416.522.6 N ,	X = 649,094.2 E X = 649,091.3 E	made by me or under my supervision, and that the
	1 i i i i i i i i i i i i i i i i i i i	L-Y= 419,178.7 N ,	X = 649,088.9 E	
	NMNM 015302	E M-Y= 421,832.7 N , N-Y= 424,488.9 N ,	X = 649,070.6 E X = 649,052.0 E	same is true and correct to the best of my belief.
0		SHL (NAD27 NME)	LTP (NAD27 NME)	5-1-2024
055929		Y = 409,698.3 X = 607,830.4	Y = 424,103.4 X = 608,663.5	Date of Survey
02		LAT. = 32.125898 *N	LAT. = 32.165490 °N ONG. = 103.982169 °W	
SEC. W	SEC. 330' -	FTP (NAD27 NME)	BHL (NAD27 NME)	
8 둘	9	Y = 408,836.7 X = 608,729.0	Y = 424,233.4 X = 608.662.7	
Z	К	LAT. = 32.123521 °N	LAT. = 32.165847 °N	
		LONG. = 103.982118 "W L	ONG. = 103.982170 *W	
	PPP1	A - Y = 408,509.3 N , B - Y = 411,163.9 N .	X = 609,271.1 E	
	0' FNL	B·Y= 411,163.9 N , C·Y= 413,817.6 N ,	X = 609,253.8 E X = 609,237.0 E	
	529' FEL	D·Y= 416,469.3 N , E·Y= 419,126.8 N ,	X = 609,235.3 E X = 609,234.6 E	LM/LS 2021040430
I. I.		F · Y = 421,781.0 N ,	X = 609,218.4 E	Signatue and Seal of
I. I.	NMNM 136870 J	G·Y= 424,435.7 N , H·Y= 408,502.8 N ,	X = 609,201.4 E X = 607.942.8 E	Professional Surveyor:
	NMNM 136870 J I	I-Y= 411,158.0 N ,	X = 607,926.3 E	I, TIM C. PAPPAS, NEW MEXICO PROFESSIONAL SURVEYOR NO.
SEC.	SEC. 16	J - Y = 413,812.0 N , K - Y = 416,464.0 N ,	X = 607,910.1 E X = 607,907.2 E	21209, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED
17	T25S R29E	L-Y= 419,120.0 N , M-Y= 421,773.9 N ,	X = 607,904.9 E X = 607,886.7 E	WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW
	- GRID AZ.=359*45'11"	0 N-Y= 424,430.0 N	X = 607,868.2 E	MEXICO, AND THAT IS TRUE AND CORRECT TO THE BEST OF
	HORZ. DIST.=15,267.28'	Y = 413,874.0 X = 649,891.7	PPP1 (NAD27 NME) Y = 413,815.4	MY KNÖWLEDGE AND BELIEF.
1			X = 608,707.6 LAT. = 32.137208 °N	(han)
	∕ <mark>Ϩ</mark> _ ' SHL <mark> '</mark>	- LONG. = 103.982622 °W L	ONG. = 103.982135 °W	1100
	8 1,196' FSL	PPP2 (NAD83 NME) Y = 419.182.7	PPP2 (NAD27 NME) Y = 419,124.0	TIM C. PAPPAS REGISTERED PROFESSIONAL LAND SURVEYOR
I.	5 1,433' FEL	X = 649,868.8	X = 608,684.8	STATE OF NEW MEXICO NO. 21209
		LAT. = 32.151926 °N LONG. = 103.982640 °W	LAT. = 32.151801 *N ONG. = 103.982152 *W	C. PAPP
	RID AZ.=133*47'49"			TITEN MEXICO
НС	DRZ. DIST.=1,244.95'			
L	1111111111111111	A		((21209))
SEC.	FTP ¹	EC.		
20	JJU FJL	1		TRA L
L '	540' FEL 6			TIM C. PAPPAS 21290
				TIM C. PAPPAS 21290 Certificate Number

 District1

 1625 N. French Dr., Hobbs, NM 88240

 Phone: (575) 393-6161 Fax: (575) 393-0720

 District1

 811 S. First St., Artesia, NM 88210

 Phone: (575) 748-1283 Fax: (575) 748-9720

 District11

 1000 Rio Brazos Road, Aztec, NM 87410

 Phone: (505) 334-6178 Fax: (505) 334-6170

 Phone: (505) 334-6178 Fax: (505) 334-6170

 Phone: (505) 347-6178 Fax: (505) 476-3462

 Phone: (505) 476-3460 Fax: (505) 476-3465

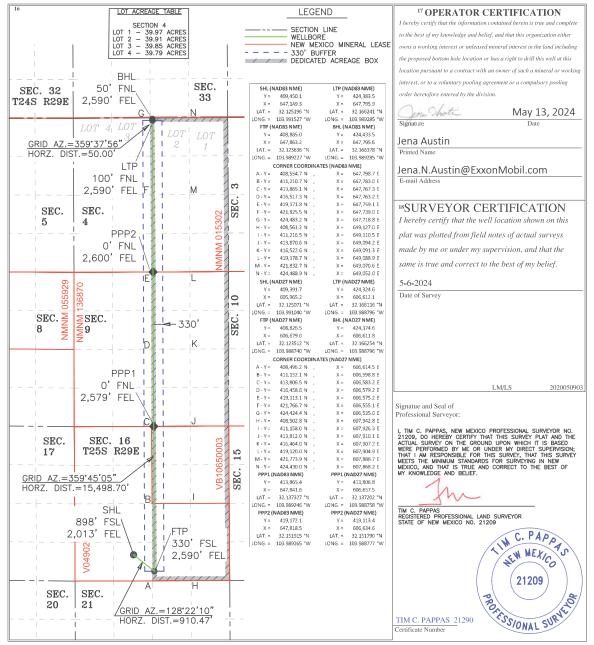
State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505 Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

	API Number			² Pool Code		WHI LOW	³ Pool Na			err.	
	-015-5318	/	96217 WILLOW LAKE; BONE SPRING, SOUTHEA								
⁴ Property C	Code				⁵ Property	Name			6 1	⁶ Well Number	
333987	7			CORI	RAL 16-4 STATE	E FEDERAL COM				103H	
7 OGRID N	No.				⁸ Operator	Name				⁹ Elevation	
005380)		XTO ENERGY, INC. 2,977'								
			¹⁰ 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	16	25 S	29 E		898	SOUTH	2,013	WE	ST	EDDY	
			11 Bo	ttom Hol	e Location It	f Different Fror	n Surface				
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County	
2	4	25 S	S 29 E 50 NORTH 2,590 EAST EDDY								
¹² Dedicated Acres	¹³ Joint of	r Infill 14	Consolidation	Code 15 Or	der No.						
959.88				N	SL-8568						

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.



 District1

 1625 N. French Dr., Hobbs, NM 88240

 Phone: (575) 393-6161

 Phone: (575) 738-1283

 Phone: (575) 748-1283

 Phone: (505) 334-6178

 Phone: (505) 334-6178

 Phone: (505) 334-6178

 Phone: (505) 3476-3460

 Phone: (505) 476-3460

 Phone: (505) 476-3460

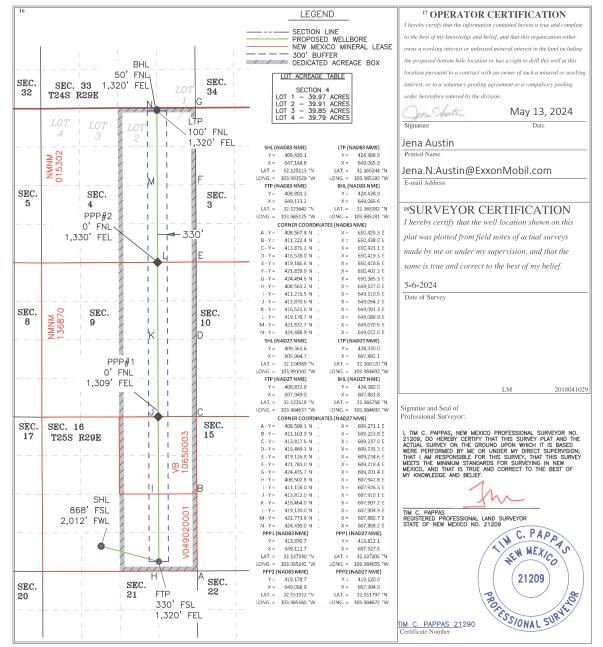
State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505 Form C-102 Revised August 1, 2011 Submit one copy to appropriate District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number				² Pool Code		³ Pool Name				
30-015-53185				96217		WILLOW LAKE; BONE SPRING, SOUTHEAST				
⁴ Property Code			⁵ Property Name					⁶ Well Number		
333987				CORRAL 16-4 STATE FEDERAL COM					124H	
7 OGRID	7 OGRID No.			⁸ Operator Name					⁹ Elevation	
00538	005380			XTO ENERGY, INC.					2,977'	
	¹⁰ Surface Location									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	t/West line	County
Ν	16	25 S	29 E		868	SOUTH	2,012	WEST		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	t/West line	County
1	4	25 S	29 E		50	NORTH	1,320	EA	ST	EDDY
¹² Dedicated Acres ¹³ Joint or Infill ¹⁴ Consolidation Code ¹⁵ Order No.										
959.88										

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.



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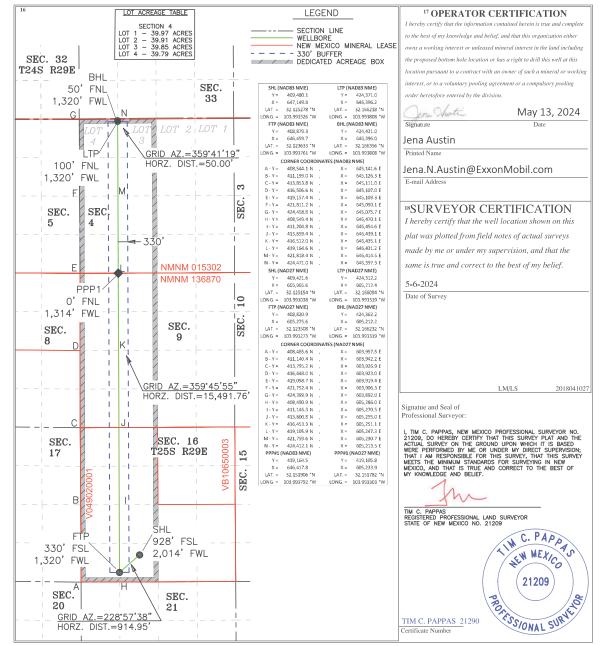
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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number				² Pool Code		³ Pool Name				
30-015-53186				96217		WILLOW LAKE; BONE SPRING, SOUTHEAST				
⁴ Property Code				⁵ Property Name					⁶ Well Number	
333987			CORRAL 16-4 STATE FEDERAL COM					104H		
⁷ OGRID No.				⁸ Operator Name					⁹ Elevation	
005380	005380			XTO ENERGY, INC.					2,976'	
¹⁰ Surface Location										
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East	/West line	County
Ν	16	25 S	29 E		928	SOUTH	2,014	WEST		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
4	4	25 S	29 E		50	NORTH	1,320	WE	ST	EDDY
¹² Dedicated Acres	¹³ Joint o	r Infill	Consolidation	Code 15 Or	der No.					
959.64										

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.



Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1st day of May 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:

<u>Township 25 South, Range 29 East, N.M.P.M.</u> Section 4: Lot 1 (39.97 ac), Lot 2 (39.91 ac), Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NE/4, S/2NW/4, S/2 Section 9: All Section 16: All Eddy County, New Mexico

Containing **1,919.52** acres, and this agreement shall include only the <u>Wolfcamp</u> <u>Formation</u> 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. Payment of compensatory royalties on the production reallocated from 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 May 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.

- This agreement shall be binding upon the parties hereto and shall extend to and be 13. binding upon their respective heirs, executors, administrators, successors, and assigns.
- This agreement may be executed in any number of counterparts, no one of which 14. 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.
- Nondiscrimination. In connection with the performance of work under this 15. 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: 10-23-23

XTO Energy Inc. Bv:

Name: Angie Repka Title: Commercial and Land Manager Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 33 day of <u>Sune</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.

)) ss.

)

(SEAL)

PUBLIC 131490251 State of Texas Comm. Exp. 12-15-2026 My Commission Expires

Notary Public

5

Corral 16-9 State Fed Com 105H, 107H, 125H, 126H, 163H, 164H, 165H, 801H, 802H, 803H, 804H, 805H, 806H (Wolfcamp)

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

XTO Holdings, LLC · L- FRI

Date: (0-23-23

By:	
Name: Angie Repka	Ve
Title: Commercial and Land Manager	
Attorney-in-Fact	

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF HARRIS) ss.)

On this <u>23</u>day of <u>5000</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)

12-15-2026 My Commission Expires

RUBY MARIE NOTARY PUBLIC 131490251 State of Texas Comm. Exp. 12-15-2026

Kerbymin Schur Notary Public

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WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

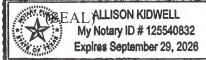
Contango Resources, LLC

Date: 5-25-23

Bv: (71	m-92	The second	
	Charle SVP-		awhorn, 7 (Counsel	Π

ACKNOWLEDGEMENT

STATE OF TEPAS) COUNTY OF Tarrant) ss. On this 25 day of <u>M</u>, 2023, before me, a Notary Public for the State of <u>TECAS</u>, personally appeared <u>Charles 1</u>. <u>McLawhorn TTE</u>, known to me to be the <u>5VP - 6-Marce</u> of Contango Resources, LLC, the Limited Liability Company that executed the foregoing instrument and acknowledged to me such Limited Liability Company executed the same.



My Commission Expires

Alison Kolwell Notary Public

7

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Devon Energy Production Company, L.P.

By: m P-A Name: David M. Korell Title: Land Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)	
COUNTY OF OKLAHOMA) ss.)	
On this <u>H</u> day of <u>Yune</u> ,	, 2023, ¹	before me, a Notary Public for the State David M. Korell
known to me to be the <u>Land Manag</u>	ger	of Devon Energy
Production Company , L.P. , the Limit instrument and acknowledged to me s		

SHF

13010807 EXP. 11/25/25

OF OV

(SEAL)

Date: 6-7-2023

11.25. My Commission Expires

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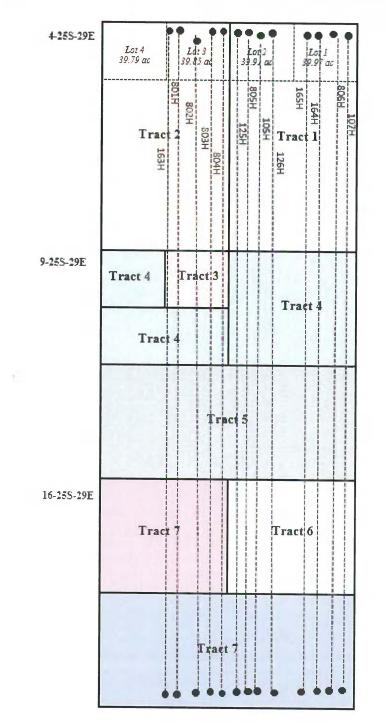
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Corral 16-9 State Fed Com 105H, 107H, 125H, 126H, 163H, 164H, 165H, 801H, 802H, 803H, 804H, 805H, 806H (Wolfcamp)

EXHIBIT "A"

Plat of communitized area covering **1,919.52** acres in Township 25 South, Range 29 East, Lot 1 (39.97 ac), Lot 2 (39.91 ac), Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NE/4, S/2NW/4, S/2 of Section 4, All of Section 9, All of Section 16, N.M.P.M., Eddy County, New Mexico

Corral 16-9 State Fed Com 105H, 107H, 125H, 126H, 163H, 164H, 165H, 801H, 802H, 803H, 804H, 805H, 806H



9 Corral 16-9 State Fed Com 105H, 107H, 125H, 126H, 163H, 164H, 165H, 801H, 802H, 803H, 804H, 805H, 806H (Wolfcamp)

Surface and Bottom Hole Locations

<u>Corral 16-9 State Fed Com 105H, 107H, 125H, 126H, 163H, 164H, 165H, 801H, 802H,</u> <u>803H, 804H, 805H, 806H</u>

#105H SHL 1,138' FSL & 1,733' FEL SEC 16-T25S-R29E #105H BHL 200' FNL & 2,010' FEL SEC 4-R25S-R29E #107H SHL 120' FNL & 518' FEL SEC 21-T25S-R29E #107H BHL 200' FNL & 330' FEL SEC 4-T25S-R29E #125H SHL 1,198' FSL & 1,733' FEL SEC 16-T25S-R29E #125H BHL 200' FNL & 2,430' FEL SEC 4-R25S-R29E #126H SHL 1,168' FSL & 1,733' FEL SEC 16-T25S-R29E #126H BHL 200' FNL & 1,590' FEL SEC 4-T25S-R29E #163H SHL 51' FSL & 661' FWL SEC 16-T25S-R29E #163H BHL 200' FNL & 1,590' FWL SEC 4-T25S-R29E #164H SHL 120' FNL & 578' FEL SEC 21-T25S-R29E #164H BHL 200' FNL & 750' FEL SEC 4-T25S-R29E #165H SHL 120' FNL & 548' FEL SEC 21-T25S-R29E #165H BHL 200' FNL & 1,170' FEL SEC 4-T25S-R29E #801H SHL 904' FSL & 1,713' FWL SEC 16-T25S-R29E #801H BHL 200' FNL & 2,220' FWL SEC 4-T25S-R29E #802H SHL 874' FSL & 1,712' FWL SEC 16-T25S-R29E #802H BHL 200' FNL & 2,010' FWL SEC 4-T25S-R29E #803H SHL 934' FSL & 1,714' FWL SEC 16-T25S-R29E #803H BHL 200' FNL & 2,430' FWL SEC 4-T25S-R29E #804H SHL 1,136' FSL & 1,433' FEL SEC 16-T25S-R29E #804H BHL 200' FNL & 1,380' FEL SEC 4-T25S-R29E #805H SHL 1,166' FSL & 1,433' FEL SEC 16-T25S-R29E #805H BHL 200' FNL & 2,220' FEL SEC 4-T25S-R29E #806H SHL 1,196' FSL & 1,433' FEL SEC 16-T25S-R29E #806H BHL 200' FNL & 540' FEL SEC 4-T25S-R29E

EXHIBIT "B"

To Communitization Agreement Dated <u>May 1, 2023</u> embracing the following described land in Township 25 South, Range 29 East, Lot 1 (39.97 ac), Lot 2 (39.91 ac), Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NE/4, S/2NW/4, S/2 of Section 4, All of Section 9, All of Section 16, 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-015302	
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 4: E/2	
Number of Acres:	319.88	
Current Lessee of Record:	XTO Holdings LLC	
Name of Working Interest Owners:	XTO Holdings LLC100.000000%	
ORRI Owners:	Alldale Minerals III LP Barry R Gager Blasco LLC Bole Resources David Preston Donnelly Trust Doris Helen Witt Rev Living Trust Douglas S Izmarian and Christine M Izmarian, JTWROS FFF Inc Foundation Minerals LLC Motowi LLC Jan C Ice Kirk & Sweeney Ltd Co KT Energy LLC Lalla Mae Davis Martha Brittain Donnelly Trust Mavros Minerals II Mavros Minerals LLC	

11 Corral 16-9 State Fed Com 105H, 107H, 125H, 126H, 163H, 164H, 165H, 801H, 802H, 803H, 804H, 805H, 806H (Wolfcamp)

McMullen MEL Energy Inc MW Oil Investment Company Inc Oak Valley Mineral and Land Outdoor Entourage Inc Pegasus Richard Donnelly Jr. Trust Robert Edward Eckels Jr LLC S & E Royalty LLC Spinnaker Investments LP T Bar Oil & Gas TAS Royalty Company William N Heiss profit Sharing Plan XTO Royalty

Tract No. 2

Lease Serial Number:

Description of Land Committed:

Number of Acres:

Current Lessee of Record:

Name of Working Interest Owners:

ORRI Owners:

NMNM-015302

Township 25 South, Range 29 East, NMPM, Section 4: W/2

319.64

XTO Holdings LLC

Alldale Minerals III LP Barry R Gager Blasco LLC **Bole Resources** Douglas S Izmirian and Christine M Izmirian FFF Inc Foundation Minerals LLC Frances A Hannifan Jan C Ice Kirk & Sweeney Ltd Co KT Energy LLC Lalla Mae Davis Mavros Minerals II Mavros Minerals LLC McMullen Minerals LLC MEL Energy Inc MW Oil Investment Company Inc Oak Valley Mineral and Land Outdoor Entourage Inc Pegasus Resources LLC Robert Edward Eckels Jr LLC S & E Royalty LLC Spinnaker Investments LP T Bar Oil & Gas William N Heiss profit Sharing Plan Wing Resources V LLC **XTO Royalty**

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Tract No. 3

Lease Serial Number:	NMNM-136870	
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 9: NE/4NW/4	
Number of Acres:	40.00	
Current Lessee of Record:	XTO Holdings LLC	
Name of Working Interest Owners:	XTO Holdings LLC	
ORRI Owners:	Corporate Energy Company LP EOG Resources Inc Guinn Family Properties Ltd HM Bettis Inc OXY USA Inc LG Wells Marital Trust Trustee of the Stuart L Carter Trust LaNell Joy Honeyman LaNell Joy Honeyman, Trustee for the Leslie Robert Honeyman Trust Sonic Minerals LP G E Rogers LLC B F Albritton T C Energy Stovall Investments Inc The Allar Company	

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Tract No. 4

Lease Serial Number:	NMNM-136870	
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 9: NE/4, NW/4NW/4, S/2NW/4	
Number of Acres:	280.00	
Current Lessee of Record:	XTO Holdings LLC	
Name of Working Interest Owners:	XTO Holdings LLC100.000000%	
ORRI Owners:	Corporate Energy Company LP EOG Resources Inc Guinn Family Properties Ltd HM Bettis Inc OXY USA Inc LG Wells Marital Trust Trustee of the Stuart L Carter Trust LaNell Joy Honeyman LaNell Joy Honeyman, Trustee for the Leslie Robert Honeyman Trust Sonic Minerals LP G E Rogers LLC B F Albritton T C Energy Stovall Investments Inc The Allar Company	

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Tract No. 5

Lease Serial Number:	NMNM-136870
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 9: S/2
Number of Acres:	320.00
Current Lessee of Record:	XTO Holdings LLC
Name of Working Interest Owners:	XTO Holdings LLC
ORRI Owners:	LG Wells Marital Trust Trustee of the Stuart L Carter Trust

Tract No. 6

Lease Serial Number:	VB10650003
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 16: NE/4
Number of Acres:	160.00
Current Lessee of Record:	Contango Resources LLC
Name of Working Interest Owners:	XTO Holdings, LLC100.000000%
ORRI Owners:	Vanguard Operating LLC

Tract No. 7

Lease Serial Number:	V049020001	
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 16: NW/4, S/2	
Number of Acres:	480.00	
Current Lessee of Record:	Devon Energy Production Co. LP	
Name of Working Interest Owners:	XTO Holdings, LLC100.000000%	
ORRI Owners:	Chisos Minerals LLC Cornerstone Family Trust Crownrock Minerals LP George Vaught Jr Jareed Partners Ltd Duncan Management LLC Agent d/b/a Kimbell Royalty Holdings LLC Kingdom Investments Limited Paul R Barwis Rave Energy Inc Rusk Capital Management LLC Taurus Royalty LLC	

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	319.88	16.664583%
2	319.64	16.652080%
3	40.00	2.0838540%
4	280.00	14.586980%
5	320.00	16.670834%
6	160.00	8.3354170%
7	480.00	<u>25.006252%</u>
Total	1,919.52	100.0000%

Corral 16-9 State Fed Com 105H, 107H, 125H, 126H, 163H, 164H, 165H, 801H, 802H, 803H, 804H, 805H, 806H (Wolfcamp)

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STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 15 _ 53188

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

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

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

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows: Subdivisions Sec. 4. Lot 1 (39.97 ac). Lot 2 (39.91 ac). Lot 3 (39.85 ac). Lot 4 (39.79 ac). S/2NE/4. S/2NW/4. S/2 Sec. 9. All. Sec. 16. All

Suddivisions	,
Sect(s) 16, 9, 4, T 25S, R 29E, NMPM Eddy	County, NM
containing 1,919.52 acres, more or less, and this agreement shall in	clude only the
Wolfcamp	Formation

or pool, underlying said lands and the oil condensate, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation.

ONLINE version June 2022 State/Fed/Fee

Page 44 of 146

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
- The date of this agreement is May _____Month ______Day, ______Year, 10. and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

ONLINE version June 2022 State/Fed/Fee

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

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

Operator XTO Energy Ind. Lessees of Record XTO Holdings LLC _{By} Angie Repka Contango Resources LLC Print name of person Devon Energy Production Co. LP Commercial and Land Manager, Attorney-in-Fac Type of authority

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

State/Fed/Fee

Acknowledgment in an	Individual Capacity
State of)	
County of) SS)	
This instrument was acknowledged before me on	
DATE	
Ву	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acknowledgment in a Re	presentative Capacity
State of Texas	
County of Harris	
This instrument was acknowledged before me on	
	DATE
_{By} Angie Repka	
Name(s) of Person(s) as <u>Commercial and Land Manager, Attorney-in-Fact</u> of <u>XTO E</u>	neray Inc.
Type of authority, e.g., officer, trustee, etc Name o	of party on behalf of whom instrument was executed
	R. m. Nilin
RUBY MARIE DICKERS	ONE Rub marie Dickerst
(Seal)	
Comm. Exp. 12-15-20	My commission expires: $12 - 152024$

State/Fed/Fee

•

XTO Holdings, LLC

Date: 6-23-23

1 Air K
By: AUC
Name: Angie Repka
Title: Commercial and Land Manager

ACKNOWLEDGEMENT

Attorney-in-Fact

STATE OF TEXAS

)) ss.)

COUNTY OF HARRIS

On this <u>33</u> day of <u>tone</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)

12-15-2026

My Commission Expires

NOTARY State of Texas Comm. Exp. 12-15-2026

ure Schern

VL

Notary Publi

Contango Resources, LLC

Date: 5-23-23

By: Name: 🤇 Title: SVP-Generc

ACKNOWLEDGEMENT

STATE OF Texas)) ss. COUNTY OF Tarrant On this 251 day of May On this day of <u>May</u>, 2023, before me, a Notary Public for the State of <u>Techs</u>, personally appeared <u>Charles L. Mc Lawhan</u>, <u>TL</u>, known to me to be the <u>SVP-General</u> Counse(of Contango Resources, LLC, the Limited Liability Company that executed the foregoing instrument and acknowledged to me such Limited Liability Company executed the same.

ALLISON KIDWELL My Notary ID # 125540832 Expires September 29, 2026

My Commission Expires

All Son Line

State/Fed/Fee

Devon Energy Production Company, L.P.

Date: 6-7-2023

AT By: Name. David M. Korell

Title: Land Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

On this Hay of June ___, 2023, before me, a Notary Public for the State of Oklahoma, David M. Korell _____, known to me to be the Land Manager of personally appeared Devon Energy Production Company, L.P., the Limited Partnership that executed the foregoing instrument and acknowledged to me such Limited Partnership executed the same.

(SEAL)

11.25.2020

My Commission Expires



)) ss.

aShell

State/Fed/Fee

EXHIBIT A

To Communitization Agreement dated May 1, 2023.

Plat of communitized area covering the:

1,919.52 acres in Township 25 South, Range 29 East, Lot 1 (39.97 ac), Lot 2 (39.91 ac), Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NE/4, S/2NW/4, S/2 Section 4, All Section 9, All Section 16, N.M.P.M., Eddy County, New Mexico.

4-255-29E	Lot 4 39.79 ac	La 39.8	: 3 3 at	Lot. 39.9	2	La: 1 39.97	at
	Trac	BOTH CA	804H 803H	805H 125H	105H	165H act 1	806H 107H
9-255-29E	Tract 4 Trac		ct3		T	raet 4	
				ict 5			
16-25S-29E	Trac	E 7			Tr	act 6	
			Trac	t 7		•	•

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EXHIBIT A.1

Well Name

Corral 16-4 State Fed Com 105H Corral 16-4 State Fed Com 107H Corral 16-4 State Fed Com 125H Corral 16-4 State Fed Com 126H Corral 16-4 State Fed Com 163H Corral 16-4 State Fed Com 164H Corral 16-4 State Fed Com 165H Corral 16-4 State Fed Com 801H Corral 16-4 State Fed Com 802H Corral 16-4 State Fed Com 803H Corral 16-4 State Fed Com 804H Corral 16-4 State Fed Com 805H Corral 16-4 State Fed Com 806H

Surface Hole Location

API

3001553194 1,138' FSL & 1,733' FEL SEC 16-T25S-R29E 200' FNL & 2,010' FEL SEC 4-R25S-R29E 3001553189 120' FNL & 518' FEL SEC 21-T25S-R29E 3001553193 1,198' FSL & 1,733' FEL SEC 16-T25S-R29E 200' FNL & 2,430' FEL SEC 4-R25S-R29E 3001553192 1,168' FSL & 1,733' FEL SEC 16-T25S-R29E 200' FNL & 1,590' FEL SEC 4-T25S-R29E 3001553197 51' FSL & 661' FWL SEC 16-T25S-R29E 3001553210 120' FNL & 578' FEL SEC 21-T25S-R29E 3001553188 120' FNL & 548' FEL SEC 21-T25S-R29E 3001553200 904' FSL & 1,713' FWL SEC 16-T25S-R29E 200' FNL & 2,220' FWL SEC 4-T25S-R29E 3001553201 874' FSL & 1,712' FWL SEC 16-T25S-R29E 3001553202 934' FSL & 1,714' FWL SEC 16-T25S-R29E 3001553191 1,136' FSL & 1,433' FEL SEC 16-T25S-R29E 200' FNL & 1,380' FEL SEC 4-T25S-R29E 3001553209 1,166' FSL & 1,433' FEL SEC 16-T25S-R29E 200' FNL & 2,220' FEL SEC 4-T25S-R29E 3001553190 1,196' FSL & 1,433' FEL SEC 16-T25S-R29E 200' FNL & 540' FEL SEC 4-T25S-R29E

Bottom Hole Location

200' FNL & 330' FEL SEC 4-T25S-R29E 200' FNL & 1,590' FWL SEC 4-T25S-R29E 200' FNL & 750' FEL SEC 4-T25S-R29E 200' FNL & 1,170' FEL SEC 4-T25S-R29E 200' FNL & 2,010' FWL SEC 4-T25S-R29E 200' FNL & 2,430' FWL SEC 4-T25S-R29E

ONLINE

version

August 2021

EXHIBIT B

To Communitization Agreement dated May 1, 2023, embracing the Subdivisions Lot 1 (39.97 ac), Lot 2 (39.91 ac), Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NE/4, S/2NW/4, S/2 Section 4, All Section 9, All Section 16, T25S, R29E, N.M.P.M., Eddy County, New Mexico.

Operator of Communitized Area: <u>XTO Energy Inc.</u>

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1

Lease Serial No.: NMNM-015302

Lease Date: 01/01/1973

Lease Term: <u>Ten years</u>

Lessor: United States of America

Original Lessee: David Levy

Present Lessee: XTO Holdings LLC

Description of Land Committed: Subdivisions: E/2 Sect(s) 4, Twp 25S, Rng 29E, NMPM, Eddy County, NM.

Number of Acres: 319.88.

Royalty Rate: <u>12.5%</u>

Name and Percent ORRI Owners:

Alldale Minerals III LP	0.045469%
Barry R Gager	0.062500%
Blasco, LLC	0.003906%
Bole Resources	0.000469%
David Preston Donnelly Trust	0.133333%
Doris Helen Witt Rev Living Trust	0.500000%
Douglas S Izmarian and Christine M Izmirian,	0.006550%
FFF Inc	0.031250%
Foundation Minerals LLC	0.146000%
Motowi LLC	
Jan C Ice	0.003906%
Kirk & Sweeney Ltd Co	0.006550%
KT Energy LLC	0.000469%
Lalla Mae Davis	
Martha Brittain Donnelly Trust	0.133333%
Mavros Minerals II	0.085000%
Mavros Minerals LLC	0.036800%
McMullen Minerals LLC	0.016640 %
MEL Energy Inc	
MW Oil Investment Company Inc	
Oak Valley Mineral and Land	0.024200%
Outdoor Entourage	0.000234%
Pegasus Resources LLC	0.191360%
Richard Donnelly Jr. Trust	
Robert Edward Eckels Jr LLC	
S&E Royalty LLC	

	Spinnaker Investments LP T Bar Oil & Gas	0.500000%
	TAS Royalty Company William N Heiss Profit Sharing Plan	0.100000%
	XTO Royalty Holdings LP	0.250000%
Name and Percent WI Owners:	XTO Holdings LLC	100.000000%

Lease Serial No.:	<u>NMNM-015302</u>
Lease Date:	01/01/1973
Lease Term:	<u>Ten years</u>
Lessor:	United States of America
Original Lessee:	David Levy
Present Lessee:	XTO Holdings LLC

 $Description \ of \ Land \ Committed: \ Subdivisions: \ \underline{W/2}, Sect(s) \ \underline{4} \ , \ Twp \ \underline{25S}, \ Rng \ \underline{29E}, \ NMPM, \ \underline{Eddy} \ County, \ NM.$

Number of Acres: 319.64.

Royalty Rate: <u>12.5%</u>

Name and Percent ORRI Owners:

Alldale Minerals III LP	0.045469%
Barry R Gager	
Blasco, LLC	
Bole Resources	0.000469%
Douglas S Izmarian and Christine M Izmirian,	0.006550%
FFF Inc	0.031250%
Foundation Minerals LLC	0.292000%
Frances Hannifin	0.064950%
Jan C Ice	
Kirk & Sweeney Ltd Co	0.006550%
KT Energy LLC	
Lalla Mae Davis	0.250000%
Mavros Minerals II	0.170000%
Mavros Minerals LLC	0.073600%
McMullen Minerals LLC	0.033280%
MEL Energy Inc	0.000234%
MW Oil Investment Company Inc	0.031250%
Oak Valley Mineral and Land	0.048400%
Outdoor Entourage	0.000234%
Pegasus Resources LLC	0.382720%
Robert Edward Eckels Jr LLC	
S&E Royalty LLC	0.064950%
Spinnaker Investments LP	
T Bar Oil & Gas	
William N Heiss Profit Sharing Plan	0.039100%
Wing Resources V LLC	0.500000%
XTO Royalty Holdings LP	0.250000%

Name and Percent WI Owners:

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Lease Serial No.:	<u>NMNM-136870 (Seg NMNM-153</u>	303)	
Lease Date:	4/1/1972		
Lease Term:	Ten years		
Lessor:	United States of America		
Original Lessee:	L.G. Wells		
Present Lessee:	XTO Holdings LLC		
Description of La	and Committed: Subdivisions <u>NE/4</u>	<u>NW/4</u> Sect(s) <u>9</u> , Twp <u>25S</u> , Rng <u>29E</u> , NMPM <u>, Eddy</u> Count	y, NM
Number of Acres	: 40		
Royalty Rate:	12.5%		
Name and Percen		Corporate Energy Company LP EOG Resources Inc Guinn Family Properties Ltd HM Bettis Inc OXY USA Inc LG Wells Marital Trust Trustee of the Stuart L Carter Trust LaNell Joy Honeyman LaNell Joy Honeyman, Trustee for the Leslie Robert Honeyman Trust Sonic Minerals LP	5.00000% 0.025000% 0.156250% 0.50000% 2.50000% 0.250000% 0.250000% 0.250000% 0.156250% 0.125000%
Name and Percen	t wiOwners:	XTO Holdings, LLC100).000000%

TRACT NO. 4

Lease Serial No.:	NMNM-136870 (Seg NMNM-153	03)
Lease Date:	4/1/1972	
Lease Term:	Ten years	
Lessor:	United States of America	
Original Lessee:	L.G. Wells	
Present Lessee:	XTO Holdings LLC	
Description of La	and Committed: Subdivisions <u>NE/4</u> ,	<u>NW/4NW/4, S/2NW/4</u> Sect(s) <u>9</u> , Twp <u>25S</u> , Rng <u>29E</u> , NMPM, <u>Eddy</u>
County, NM.		
Number of Acres	: 280.00	
Royalty Rate:	12.5%	
Name and Percen	t ORRI Owners:	Corporate Energy Company LP0.187500% EOG Resources Inc5.000000% Guinn Family Properties Ltd0.025000%

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	HM Bettis Inc	0.156250%
	OXY USA Inc	
	LG Wells Marital Trust	
	Trustee of the Stuart L Carter Trust	
	LaNell Joy Honeyman	
	LaNell Joy Honeyman, Trustee for	
	the Leslie Robert Honeyman Trust	0.250000%
	Sonic Minerals LP	0.156250%
	Stovall Investments Inc	0.125000%
	The Allar Company	0.537500%
Name and Percent WIOwners:	XTO Holdings, LLC	100.000000%

Lease Serial No.:	NMNM-136870 (Seg NMNM-153	03)
Lease Date:	4/1/1972	
Lease Term:	Ten years	
Lessor:	United States of America	
Original Lessee:	L.G. Wells	
Present Lessee:	XTO Holdings LLC	
Description of La	and Committed: Subdivisions S/2 Se	ct(s) <u>9</u> , Twp <u>25S</u> , Rng <u>29E</u> , NMPM <u>, Eddy</u> County, NM.
Number of Acres	: <u>320.00</u>	
Royalty Rate:	12.5%	
Name and Percen	t ORRI Owners:	LG Wells Marital Trust
Name and Percen	t WIOwners:	XTO Holdings, LLC

TRACT NO. 6

Lease Serial No.:	VB10650003
Lease Date:	12/01/2006
Lease Term:	Five Years
Lessor:	State of New Mexico
Original Lessee:	Southwestern Energy Production Company
Present Lessee:	Contango Resources LLC
Description of La	nd Committed: Subdivisions: NE/4, Sect(s) 16, Twp 25S, Rng 29E, NMPM, Eddy County, NM
Number of Acres:	160.00
Royalty Rate:	18.75%

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Name and Percent ORRI Owners:	Vanguard Operating LLC	1.500000%
Name and Percent WIOwners:	XTO Holdings, LLC1	00.00000%

Lease Serial No.:	<u>V049020001</u>			
Lease Date:	07/01/1996			
Lease Term:	Five Years			
Lessor:	State of New Mexico			
Original Lessee:	Penwell Energy Inc			
Present Lessee:	Devon Energy Production Co. LP			
Description of La	nd Committed: Subdivisions: NW/	4, S/2, Sect(s) 16, Twp 259	S, Rng 29E, NMPM, Eddy C	ounty, NM
Number of Acres		•		5,
Royalty Rate:	16.6%			
Name and Percen	t ORRI Owners:	Cornerstone Family Tru Crownrock Minerals LP George Vaught Jr Jareed Partners Ltd Duncan Management LI Kimbell Royalty Holdin Kingdom Investments L Paul R Barwis Rave Energy Inc Rusk Capital Manageme	st. LC Agent d/b/a gs LLC imited	. 0.075000% 0.075000% 0.001306% 0.500000% 0.234790% 0.350000% 0.50000% 0.065328% 0.028465%
Name and Percent	t WI Owners:	XTO Holdings LLC	1	00.00000%

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RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	319.88	16.664583%
Tract No.2	319.64	16.652080%
Tract No.3	40.00	2.083854%
Tract No.4	280.00	14.586980%
Tract No.5	320.00	16.670834%
Tract No.6	160.00	8.335417%
Tract No.7	480.00	25.006252%
Total:	1,919.52	100.00%

•

Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1st day of May 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 4: Lot 1 (39.97 ac), Lot 2 (39.91 ac), S/2NE/4, SE/4 Section 9: E/2 Section 16: E/2 Eddy County, New Mexico

Containing **959.88** 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).

1

- 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. Payment of compensatory royalties on the production reallocated from 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 May 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: (1-23-23

XTO Energy Inc. Bv: Name: Angie Repka 11

Name: Angie Repka Title: Commercial and Land Manager Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

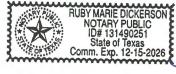
On this day of <u>vone</u>, 2023, before me, a Notary Public for the State of Texas, personally appeared Angie Repka, known to me to be the Commercial and Land Manager Attorney-in-Fact of XTO Energy Inc., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed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

)) ss.

)

(SEAL)

12-15 - 202L My Commission Expires



nie Sickerso

Date: (2-2-3

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

XTO Holdings, LLC By: re

Name: Angie Repka Title: Commercial and Land Manager Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS

) ss.)

COUNTY OF HARRIS

On this 23 day of 100 , 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.

131490251

State of Texas Comm. Exp. 12-15-2026

RUBY MARIE

(SEAL)

15-202

My Commission Expires

me Sillers

Date: 5/10/23

LRF JR., LLC By: FUCH Name: ATU Title:

ACKNOWLEDGEMENT

STATE OF TEXAS)) ss. COUNTY OF MIDLANE)

On this O day of <u>May</u>, 2023, before me, a Notary Public for the State of <u>TEXAS</u>, personally appeared <u>FULLOR FRONC (14</u>, known to me to be the <u>MANAGER</u> of LRF JR., LLC, the Limited Liability Company that executed the foregoing instrument and acknowledged to me such Limited Liability Company executed the same.

(SEAL)

My Commission Expires

Contango Resources, LLC

Date: 5-25-23

(F. P	
By:	
Name: Chore, C. held E	
Title: SUP - Genral Consul	_

ACKNOWLEDGEMENT

STATE OF Texas) COUNTY OF Tarrant)

On this 25th day of <u>May</u>, 2023, before me, a Notary Public for the State of <u>Texas</u>, personally appeared <u>Charles L. McLawhorn, ttt</u>, known to me to be the SVP - General Counter of Contango Resources, LLC, the Limited Liability Company that executed the foregoing instrument and acknowledged to me such Limited Liability Company executed the same.

ALLISON KIDWELL My Notary ID # 125540832 Expires September 29, 2026

My Commission Expires

<u>MUSM</u> <u>Iduell</u> Notary Public

1

Date: 6-7-2023

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Devon Energy Production Company, L.P.

ma AY By: in Name: David M. Korell Title: Land Manager

ACKNOWLEDGEMENT

My Commission Expires

Notary Public

Corral 16-4 State Fed Com 103H, 124H (Bone Spring)

EXHIBIT "A"

Corral 16-4 State Fed Com 103H

Plat of communitized area covering **959.88** acres in Township 25 South, Range 29 East, Lot 1 (39.97 ac), Lot 2 (39.91 ac), S/2NE/4, SE/4 of Section 4, E/2 Section 9, E/2 Section 16, N.M.P.M., Eddy County, New Mexico

Corral 16-4 State Fed Com 124H 4-255-29E Lot 1
 39.97 ac Lot 2 39 91 ac 103H 124H Tract 1 9-25S-29E Tract2 Tract 3 16-25S-29E Tract 4 Tract 5

Surface and Bottom Hole Locations

Corral 16-4 State Fed Com 103H Corral 16-4 State Fed Com 124H

#103H SHL 898' FSL & 2,013' FWL SEC 16-T25S-R29E #103H BHL 50' FNL & 2,590' FEL SEC 4-R25S-R29E #124H SHL 868' FSL & 2,012' FWL SEC 16-T25S-R29E #124H BHL 50' FNL & 1,320' FEL SEC 4-T25S-R29E

EXHIBIT "B"

To Communitization Agreement Dated <u>May 1, 2023</u> embracing the following described land in Township 25 South, Range 29 East, Lot 1 (39.97 ac), Lot 2 (39.91 ac), S/2NE/4, SE/4 Section 4, E/2 Section 9, E/2 Section 16, 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-015302
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 4: Lot 1 (39.97 ac), Lot 2 (39.91 ac), S/2NE/4, SE/4
Number of Acres:	319.88
Current Lessee of Record:	XTO Holdings LLC
Name of Working Interest Owners:	XTO Holdings LLC
ORRI Owners:	Alldale Barry R Gager Blasco, LLC Bole Resources David Preston Donnelly Trust Doris Helen Witt Rev Living Trust Douglas S Izmarian and Christine M Izmirian, JTWROS FFF Inc Foundation Minerals LLC Frances Hannifin Jan C Ice Kirk & Sweeney Ltd Co KT Energy LLC Lalla Mae Davis Martha Brittain Donnely Trust Mavros Minerals II Mavros Minerals LLC

MEL Energy Inc MW Oil Investment Company Inc Oak Valley Mineral and Land Outdoor Entourage Pegasus Richard Donnelly, Jr. Trust Robert Edward Eckels Jr LLC S&E Royalty LLC S&E Royalty LLC Spinnaker Investments LP T Bar Oil & Gas TAS Royalty Company William N Heiss Profit Sharing Plan XTO Royalty

Tract No. 2

Lease Serial Number:

NMNM-136870

Description of Land Committed:

Township 25 South, Range 29 East, NMPM, Section 9: NE/4

XTO Holdings, LLC......75.00000% LRF JR LLC......25.00000%

Number of Acres:

160.00

XTO Holdings, LLC

Current Lessee of Record:

Name of Working Interest Owners:

ORRI Owners:

Chad Barbe Cornerstone Family Trust Corporate Energy Company LP Crownrock Minerals LP Duncan Management LLC Agent d/b/a Kimbell Royalty Holdings LLC EOG Resources Inc Foundation Minerals LLC George Vaught Jr Guinn Family Properties LTD H M Bettis Inc Kingdom Investments Limited LaNell Joy Honeyman Leslie Robert Honeyman Trust Mavros Minerals II LLC McMullen Minerals LLC Oak Valley Mineral & Land LLC OXY USA Inc Pegasus Resources LLC Rave Energy Inc Rusk Capital Management LLC Sonic Minerals LP **G E Rogers LLC B** F Albritton LLC T C Energy LLC Stovall Investments Inc The Allar Company Taurus Royalty LLC

Corral 16-4 State Fed Com 103H, 124H (Bone Spring)

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13

Lease Serial Number:	NMNM-136870
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 9: SE/4
Number of Acres:	160.00
Current Lessee of Record:	XTO Holdings, LLC
Name of Working Interest Owners:	XTO Holdings, LLC100.00000%
ORRI Owners:	LG Wells Marital Trust Trustee of the Stuart L Carter Trust

Tract No. 4

Lease Serial Number:	VB10650003
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 16: NE/4
Number of Acres:	160.00
Current Lessee of Record:	Contango Resources LLC
Name of Working Interest Owners:	XTO Holdings, LLC100.000000%
ORRI Owners:	Vanguard Operating LLC

Corral 16-4 State Fed Com 103H, 124H (Bone Spring)

.

Lease Serial Number:	V049020001
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 16: SE/4
Number of Acres:	160.00
Current Lessee of Record:	Devon Energy Production Co. LP
Name of Working Interest Owners:	XTO Holdings, LLC100.00000%
ORRI Owners:	Chisos Minerals LLC Cornerstone Family Trust Crownrock Minerals LP George Vaught Jr Jareed Partners Ltd Duncan Management LLC Agent d/b/a Kimbell Royalty Holdings LLC Kingdom Investments Limited Paul R Barwis Rave Energy Inc Rusk Capital Management LLC Taurus Royalty LLC

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	319.88	33.325000%
2	160.00	16.668750%
3	160.00	16.668750%
4	160.00	16.668750%
5	<u>160.00</u>	16.668750%
Total	959.88	100.0000%

Corral 16-4 State Fed Com 103H, 124H (Bone Spring)

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STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 15 _ 53187

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

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

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

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows: Subdivisions Sec 4: Lot 1 (39.97 ac), Lot 2 (39.91 ac), S/2NE/4, SE/4; Sec 9: E/2; Sec 16: E/2

Sect(s) 16, 9, 4, T 25S, R 29E, NMPM Eddy	County, NM
containing <u>958.88</u> acres, more or less, and this agree	ement shall include only the
Bone Spring	Formation

or pool, underlying said lands and the oil condensate, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production 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.

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- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.

The date of this agreement is May Month _______ 2023 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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3

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

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

Operator XTO Energy Inc Lessees of Record XTO Holdings LLC By Angie Repka Contango Resources LLC Print name of person Devon Energy Production Co. LP Commercial and Land Manager, Attorney-in-Fact Type of authority

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

State/Fed/Fee

	Acknowledgment in an	, and the process
State of)	
County of) \$\$)	
This instrument was acknowle	edged before me on	
	DATE	
Ву		
Name(s) of Person(s)		
(Seal)		Signature of Notarial Officer
		My commission expires:
State of Texas	Acknowledgment in a Rep	presentative Capacity
County of Harris))SS)	
)	
This instrument was acknowle	dad before me en Tooo	SCAL CL
This instrument was acknowle	edged before me on	23,2023 DATE
By Angie Repka Name(s) of Person(s)		DATE
By Angie Repka Name(s) of Person(s)) er, Attorney-in-Factof_ <mark>XTO Er</mark>	DATE

State/Fed/Fee

•

XTO Holdings, LLC

Date: 10-7

By:

Name: Angie Repka 42 Title: Commercial and Land Manager Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 23 day of Jone, 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.

)) ss.

)

(SEAL)

<u>12-15-303(</u> My Commission Expires

	RUBY MARIE DICKERSON NOTARY PUBLIC ID# 131490251 State of Texas Comm. Exp. 12-15-2026
\dots	

mie Secters

Date: 5/10/23

LRF JR., LLC By: NCH Name! Title:

ACKNOWLEDGEMENT

STATE OF TEXAS) COUNTY OF MIDLANS) ss.

On this O day of 0, 2023, before me, a Notary Public for the State of , personally appeared 0, known to me to be the of LRF JR., LLC, the Limited Liability Company that executed the foregoing instrument and acknowledged to me such Limited Liability Company executed the same.

(SEAL) TIFFANI M WRIGHT Notary ID #131671626 My Commission Expires August 6, 2026

My Commission Expires

7

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State/Fed/Fee

Contango Resources, LLC

Date: <u>5-25-23</u>

(By:	29	R.	R	4	
Name:	Cha	irles	L Mc	Lautorn	T
Title:	SV	P-G0	merul	Counse	1

ACKNOWLEDGEMENT

STATE OF <u>Texas</u>) COUNTY OF <u>Tarvant</u>) ss. On this 25th day of <u>May</u>, 2023, before me, a Notary Public for the State of <u>Teras</u>, personally appeared <u>Charles L. Mc Lawhorn TIT</u>, known to me to be the <u>SVP General</u> <u>Counse</u> Contango Resources, LLC, the Limited Liability Company that executed the foregoing instrument and acknowledged to me such Limited Liability Company executed the same.

SEAL) ALLISON KIDWELL My Notary ID # 125540832 Expires September 29, 2026

My Commission Expires

Ali son Churche Notary Public

Devon Energy Production Company, L.P.

Date: 6-7-2023

By: Name: David M. Korell

Title: Land Manager

ACKNOWLEDGEMENT

) ss.

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA

On this Thay of June _, 2023, before me, a Notary Public for the State of Oklahoma, David M. Korell _____ known to me to be the Land Manager personally appeared of Devon Energy Production Company, L.P., the Limited Partnership that executed the foregoing instrument and acknowledged to me such Limited Partnership executed the same.

(SEAL)

OTARI # 13010807 UN EXP. 11/25/25 11.2 PUBLIC OF OY My Commission Expires

Jorthia Sheldm

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EXHIBIT A

To Communitization Agreement dated May 1, 2023.

Plat of communitized area covering the:

959.88 acres in Township 25 South, Range 29 East, Lot 1 (39.97 ac), Lot 2 (39.91 ac), S/2NE/4, SE/4 of Section 4, E/2 Section 9, E/2 Section 16, N.M.P.M., Eddy County, New Mexico

4-255-29E		1	Lot 2 39.91 ac	Lot I 39.97 at
		-		
		HEOT		124H
			Tract	1
9-25S-29E				
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16-25S-29E				
	 		Tract	4
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			Tract	5
				↓

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10

EXHIBIT A.1

 Well Name
 API
 Surface Hole Location

 Corral 16-4 State Fed Com 103H
 300155318700 898' FSL & 2,013' FWL SEC 16-T25S-R29E
 300155318500 868' FSL & 2,012' FWL SEC 16-T25S-R29E

Bottom Hole Location

50' FNL & 2,590' FEL SEC 4-R25S-R29E 50' FNL & 1,320' FEL SEC 4-T25S-R29E

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11

EXHIBIT B

To Communitization Agreement dated May 1, 2023, embracing the Subdivisions Lot 1 (39.97 ac), Lot 2 (39.91 ac), S/2NE/4, SE/4 of Section 4, E/2 Section 9, E/2 Section 16, T25S, R29E, N.M.P.M., Eddy County, NM

Operator of Communitized Area: XTO Energy Inc.

DESCRIPTION OF LEAGES COMMU D

TRA	ACT	NO.	1

DESCH	<u>RIPTIC</u>	<u> DN OF</u>	LEASES	<u>s commi</u>	ГТЕ

Lease Serial No.: <u>NMNM-015302</u>

Lease Date: 01/01/1973

Lease Term: Ten years

Lessor: United States of America

Original Lessee: David Levy

Present Lessee: XTO Holdings LLC

Description of Land Committed: Subdivisions: Lot 1 (39.97 ac), Lot 2 (39.91 ac), S/2NE/4, SE/4, Sect(s) 4, Twp 25S, Rng

29E, NMPM, Eddy County, NM.

Number of Acres: 319.88.

Royalty Rate: 12.5%

Name and Percent ORRI Owners:

Alldale	
Barry R Gager	0.062500%
Blasco, LLC	0.003906%
Bole Resources	0.000469%
David Preston Donnelly Trust	. 0.133333%
Doris Helen Witt Rev Living Trust	0.500000%
Douglas S Izmarian and Christine M Izmirian, JTWROS	
FFF Inc	0.031250%
Foundation Minerals LLC	0.146000%
Frances Hannifin	
Jan C Ice	0.003906%
Kirk & Sweeney Ltd Co	0.006550%
KT Energy LLC	
Lalla Mae Davis	
Martha Brittain Donnely Trust	
Mavros Minerals II	
Mavros Minerals LLC	0.036800%
McMullen	0.016640%
MEL Energy Inc	0.000234%
MW Oil Investment Company Inc	
Oak Valley Mineral and Land	. 0.024200%
Outdoor Entourage	
Pegasus	
Richard Donnelly, Jr. Trust	. 0.133333%
Robert Edward Eckels Jr LLC	0.007813%

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S&E Royalty LLC	0.064950%
Spinnaker Investments LP	
T Bar Oil & Gas	
TAS Royalty Company	0.100000%
William N Heiss Profit Sharing Plan	0.039100%
XTO Royalty	
XTO Holdings LLC	100.00000%

TRACT NO. 2

Lease Senarrien Internet 1900/0 (Beg Hinnin 19905)	Lease Serial No.:	NMNM-136870	(Seg NMNM-15303)
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Lease Date: 4/1/1972

Lease Term: <u>Ten years</u>

Name and Percent WI Owners:

Lessor: <u>United States of America</u>

Original Lessee: L.G. Wells

Present Lessee: XTO Holdings LLC

Description of Land Committed: Subdivisions NE/4, Sect(s) 9, Twp 25S, Rng 29E, NMPM, Eddy County, NM Number of

Acres: <u>160</u>

Royalty Rate: <u>12.5%</u>

Name and Percent ORRI Owners:

Chad Barbe	0.312500%
Cornerstone Family Trust	0.093750%
Corporate Energy Company LP	
Crownrock Minerals LP	
Duncan Management LLC Agent d/b/a	
Kimbell Royalty Holdings LLC	0.188671%
EOG Resources Inc.	
Foundation Minerals LLC	
George Vaught Jr	
Guinn Family Properties LTD	
H M Bettis Inc	
Kingdom Investments Limited	
LaNell Joy Honeyman	0.250000%
Leslie Robert Honeyman Trust	0.250000%
Mavros Minerals II LLC	0.562500%
McMullen Minerals LLC	0.275000%
Oak Valley Mineral & Land LLC	0.062500%
OXY USA Inc	
Pegasus Resources LLC	
Rave Energy Inc	
Rusk Capital Management LLC	
Sonic Minerals LP	0.060469%
G E Rogers LLC	0.008125%
B F Albritton LLC	

1

	T C Energy LLC Stovall Investments Inc The Allar Company Taurus Royalty LLC	0.062500% 0.268750%
Name and Percent WIOwners:	XTO Holdings, LLC	75.000000%
	LRF JR LLC	.25.000000%

TRACT NO. 3

Lease Serial No.: <u>NMNM-136870 (Seg NMNM-15303)</u>	

Lease Date: <u>04/01/1972</u>

Lease Term: <u>Ten Years</u>

Lessor: United States of America

Original Lessee: L.G. Wells

Present Lessee: XTO Holdings LLC

Description of Land Committed: Subdivisions: SE/4, Sect(s) 9, Twp 25S, Rng 29E, NMPM, Eddy County, NM

Number of Acres: 160.00

Royalty Rate: <u>12.5%</u>

Name and Percent ORRI Owners:

Name and Percent WI Owners:

XTO Holdings LLC100.00000%

TRACT NO. 4

Lease Serial No.:	VB10650003		
Lease Date:	12/01/2006		
Lease Term:	Five Years		
Lessor:	State of New Mexico		
Original Lessee:	Southwestern Energy Production	Company	
Present Lessee:	Contango Resources LLC		
Description of La	and Committed: Subdivisions: NE/4	, Sect(s) <u>16</u> , Twp <u>25S</u> , Rng <u>29E</u> , NMPM, <u>Eddy</u> Count	y, NM
Number of Acres	: 160.00		
Royalty Rate:	18.75%		
Name and Percen	t ORRI Owners:	Vanguard Operating LLC	2.500000%
Name and Percen	t WI Owners:	XTO Holdings LLC	100.000000%

TRACT NO. 5

Lease Serial No.	<u>V049020001</u>			
Lease Date:	07/01/1996			
Lease Term:	Five Years			
Lessor:	State of New Mexico		-	
Original Lessee:	Penwell Energy Inc		-	
Present Lessee:	Devon Energy Production Co. LP		-	
Description of La	and Committed: Subdivisions: SE/4,	, Sect(s) <u>16</u> , Twp <u>25S</u> ,	Rng 29E, NMPM, Eddy County,	NM
Number of Acres	s: <u>160.00</u>			
Royalty Rate:	<u>16.6%</u>			
Name and Percer	nt ORRI Owners:	Cornerstone Family Crownrock Minerals	C Trust s LP	. 0.075000% 0.075000%

Jareed Partners Ltd	0.500000%
Duncan Management LLC Agent d/b/a	
Kimbell Royalty Holdings LLC	0.234790%
Kingdom Investments Limited	0.350000%

.

Paul R Barwis	0.500000%
Rave Energy Inc	
Rusk Capital Management LLC	
Taurus Royalty LLC	.0.020111%

Name and Percent WI Owners:

RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	319.88	33.325000%
Tract No.2	160.00	16.668750%
Tract No.3	160.00	16.668750%
Tract No.4	160.00	16.668750%
Tract No.5	160.00	16.668750%
Total	959.88	100.00%

.

Federal Communitization Agreement

Contract No.

THIS AGREEMENT entered into as of the 1st day of May 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 4: Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NW/4, SW/4 Section 9: W/2 Section 16: W/2 Eddy County, New Mexico

Containing **959.64** 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).

Corral 16-4 State Fed Com 104H (Bone Spring)

1

- 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. 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.

- The royalties payable on communitized substances allocated to the individual 6. 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 May 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: 6-23-23

XTO Energy Inc Bv: Name: Angie Repka K

Name: Angie Repka Title: Commercial and Land Manager Attorney-in-Fact

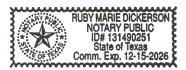
ACKNOWLEDGEMENT

STATE OF TEXAS)) ss. COUNTY OF HARRIS)

On this <u>3</u> day of <u>500</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)

12-15-2021 My Commission Expires



us Scherr

Corral 16-4 State Fed Com 104H (Bone Spring)

XTO Holdings, LLC Ω

Date: (0-23-23

By: The	
Name: Angie Repka	n
Title: Commercial and Land Manager	
Attorney-in-Fact	

ACKNOWLEDGEMENT

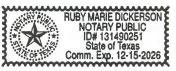
STATE OF TEXAS)
COUNTY OF HARRIS) ss.)

On this <u>A</u>day of <u>June</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)

12-15

My Commission Expires



Sicken

Notary Public

Date: 51023

LRF JR., LLO	
\cap $(')$	
By:	p .
Name: FULER	LFRENCH
Title: MANAC	FR.

ACKNOWLEDGEMENT

STATE OF TEXAS)) ss. COUNTY OF MIDLAND)

On this day of ______, 2023, before me, a Notary Public for the State of _______, personally appeared _______ FULLER_FRENCH, known to me to be the _______ of LRF JR., LLC, the Limited Liability Company that executed the foregoing instrument and acknowledged to me such Limited Liability Company executed the same.

(SEAL) TIFFANI M WRIGHT Notary ID #131671626 My Commission Expires August 6, 2026

My Commission Expires

Corral 16-4 State Fed Com 104H (Bone Spring)

Devon Energy Production Company, L.P.

Date: 6-7-2023

By:	alm	\sim	
Name:	David M. Korell		FA-
Title:	Land Manager		

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss.)
On this Th day of Twne of Oklahoma, personally ap	, 2023, before me, a Notary Public for the State
known to me to be theLand Mana	ager of Devon Energy
Production Company, L.P., the Lim	nited Partnership that executed the foregoing
instrument and acknowledged to me s	such Limited Partnership executed the same.

(SEAL)

My Commission Expires



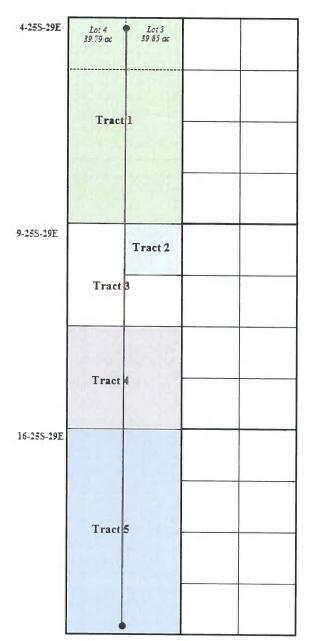
Intria Sheedn

Notary Public

EXHIBIT "A"

Plat of communitized area covering **959.64** acres in Township 25 South, Range 29 East, Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NW/4, SW/4 of Section 4, W/2 Section 9, W/2 Section 16, N.M.P.M., Eddy County, New Mexico

Corral 16-4 State Fed Com 104H



Surface and Bottom Hole Locations Corral 16-4 State Fed Com 104H

#104H SHL 928' FSL & 2,014' FWL SEC 16-T25S-R29E #104H BHL 50' FNL & 1,320' FWL SEC 4-R25S-R29E

Corral 16-4 State Fed Com 104H (Bone Spring)

Released to Imaging: 8/27/2024 3:44:31 PM

EXHIBIT "B"

To Communitization Agreement Dated <u>May 1, 2023</u> embracing the following described land in Township 25 South, Range 29 East, Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NW/4, SW/4 Section 4, W/2 Section 9, W/2 Section 16, 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-015302
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 4: Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NW/4, SW/4
Number of Acres:	319.64
Current Lessee of Record:	XTO Holdings LLC
Name of Working Interest Owners:	XTO Holdings LLC
ORRI Owners:	Alldale Barry R Gager Blasco, LLC Bole Resources Douglas S Izmarian and Christine M Izmirian FFF Inc Foundation Minerals LLC Frances Hannifin Jan C Ice Kirk & Sweeney Ltd Co KT Energy LLC Lalla Mae Davis Mavros Minerals II LLC Mavros Minerals LLC McMullen Minerals LLC MEL Energy Inc MW Oil Investment Company Inc Oak Valley Mineral and Land Outdoor Entourage Inc

Corral 16-4 State Fed Com 104H (Bone Spring)

Released to Imaging: 8/27/2024 3:44:31 PM

Pegasus Resources LLC Robert Edward Eckels Jr LLC S&E Royalty LLC Spinnaker Investments LP T Bar Oil & Gas William N Heiss Profit Sharing Plan Wing Resources V LLC XTO Royalty Holdings LP

Corral 16-4 State Fed Com 104H (Bone Spring)

Lease Serial Number:

NMNM-136870

Township 25 South, Range 29 East, NMPM, Section 9: NE/4NW/4

XTO Holdings, LLC......50.00000% LRF JR LLC......50.00000%

Description of Land Committed:

Number of Acres:

40.00

XTO Holdings, LLC

Current Lessee of Record:

Name of Working Interest Owners:

ORRI Owners:

Chad Barbe **Cornerstone Family Trust** Corporate Energy Company LP Crownrock Minerals LP EOG Resources Inc Foundation Minerals LLC George Vaught Jr Guinn Family Properties LTD H M Bettis Inc Jastrow Family Oil & Gas LLC Duncan Management LLC Agent d/b/a Kimbell Royalty Holdings LLC Kingdom Investments Limited LaNell Joy Honeyman Leslie Robert Honeyman Trust Mavros Minerals II LLC McMullen Minerals LLC Oak Valley Mineral & Land LLC Pegasus Resources LLC Rave Energy Inc Rusk Capital Management LLC Sonic Minerals LP **G E Rogers LLC B** F Albritton LLC T C Energy LLC Stovall Investments Inc The Allar Company Taurus Royalty LLC

Lease Serial Number:	NMNM-136870
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 9: NW/4NW/4, S/2NW/4
Number of Acres:	120.00
Current Lessee of Record:	XTO Holdings, LLC
Name of Working Interest Owners:	XTO Holdings, LLC75.00000% LRF JR LLC25.00000%
ORRI Owners:	Chad Barbe Cornerstone Family Trust Corporate Energy Company LP Crownrock Minerals LP EOG Resources Inc Foundation Minerals LLC George Vaught Jr Guinn Family Properties LTD H M Bettis Inc Duncan Management LLC Agent d/b/a Kimbell Royalty Holdings LLC Kingdom Investments Limited LaNell Joy Honeyman Leslie Robert Honeyman Trust Mavros Minerals II LLC McMullen Minerals LLC Oak Valley Mineral & Land LLC OXY USA Inc Pegasus Resources LLC Rave Energy Inc Rusk Capital Management LLC Sonic Minerals LP G E Rogers LLC B F Albritton LLC T C Energy LLC Stovall Investments Inc The Allar Company Taurus Royalty LLC

Corral 16-4 State Fed Com 104H (Bone Spring)

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Lease Serial Number:	NMNM-136870
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 9: SW/4
Number of Acres:	160.00
Current Lessee of Record:	XTO Holdings, LLC
Name of Working Interest Owners:	XTO Holdings, LLC100.00000%
ORRI Owners:	LG Wells Marital Trust Trustee of the Stuart L Carter Trust

Tract No. 5

Lease Serial Number:	V049020001
Description of Land Committed:	Township 25 South, Range 29 East, NMPM, Section 16: W/2
Number of Acres:	320.00
Current Lessee of Record:	Devon Energy Production Co. LP
Name of Working Interest Owners:	XTO Holdings, LLC100.00000%
ORRI Owners:	Chisos Minerals LLC Cornerstone Family Trust Crownrock Minerals LP George Vaught Jr Jareed Partners Ltd Duncan Management LLC Agent d/b/a Kimbell Royalty Holdings LLC Kingdom Investments Limited Paul R Barwis Rave Energy Inc Rusk Capital Management LLC Taurus Royalty LLC

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RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	319.64	33.308324%
2	40.00	4.1682300%
3	120.00	12.504689%
4	160.00	16.672919%
5	<u>320.00</u>	33.345838%
Total	959.64	100.0000%

Corral 16-4 State Fed Com 104H (Bone Spring)

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STATE/FEDERAL OR STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 15 _ 31860

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

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico, herein called "the Commissioner", is authorized to consent to and approve agreements pooling state oil and gas leases or any portion thereof, when separate tracts under such state leases cannot be independently developed and operated economically in conformity with well-spacing and gas proration rules and regulations established for the field or area and such pooling is determined to be in the public interest; and,

WHEREAS, the parties hereto own working, royalty, or other leasehold interests, or operating rights under the oil and gas leases and land subject to this agreement, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and,

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

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows: Subdivisions Sec 4: Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NW/4, SW/4; Sec 9: W/2; Sec 16: W/2

Sect(s) 16, 9, 4, T 25S, 1	₂ 29E _{, NMPM} Eddy	County, NM
containing 959.64	acres, more or less, and this agreement shall in	
Bone Spring		Formation
	oil condensate, natural and account	

or pool, underlying said lands and the oil condensate, natural gas, and associated liquid hydrocarbons

(hereinafter referred to as "communitized substances") producible from such formation.

- 2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
- 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
- 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
- 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

State/Fed/Fee

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- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
 - The date of this agreement is May _____Month ______Day, _____ Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior. or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

ONLINE version June 2022 State/Fed/Fee

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

- 12. It is agreed by the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.
- 13. The agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
- 15. <u>Nondiscrimination</u>: In connection with the performance of work under this agreement, the Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F. R. 12319), as amended which are hereby incorporated by reference in this agreement.

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

Operator XTO Energy Inc.	Lessees of Rec	ord_XTO Holdings LLC
By Angie Repka		Devon Energy Production Co. LP
Print name of person Commercial and Land Manager, Attorney-in-Fact	-12	
Type of authority		

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

State/Fed/Fee

Acknowledgment in an Indi	ividual Capacity
State of)	
County of) \$\$)	
This instrument was acknowledged before me on	
DATE	
Ву	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
County of Harris $(S_{S})^{S_{S}}$ This instrument was acknowledged before me on $(S_{S})^{S_{S}}$ DATE DATE By Angie Repka Name(s) of Person(s)	E
as <u>Commercial and Land Manager</u> , Attorney-in-Fact of XTO Ener	rgy Inc.
Type of authority, e.g., officer, trustee, etc Name of part RUBY MARIE DICKERSON (Seal)	ty on behalf of whom instrument was executed RubyMine Scleroo Signature of Notarial Officer

State/Fed/Fee

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WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

XTO Holdings, LLC

Date: 6-23-23

By: Name: Angie Repka

Title: Commercial and Land Manager 1/2-Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 23 day of June, 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.

)) ss.

)

(SEAL)

My Commission Expires



5 Marse Schera

State/Fed/Fee

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

LRF JR., LLC

Date: 5/10/2

By: KICH Name: Title:

ACKNOWLEDGEMENT

STATE OF TE)) ss. COUNTY OF MIDLAND)

On this <u>10</u> day of <u>2023</u>, before me, a Notary Public for the State of , personally appeared <u>FULFR FRENCES</u>, known to me to be the of **LRF JR.**, **LLC**, the Limited Liability Company that executed the foregoing instrument and acknowledged to me such Limited Liability Company executed the same.

TIFFANI M WRIGHT (SEAL Notary ID #131671626 My Commission Expires August 6, 2026

My Commission Expires

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State/Fed/Fee

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD

Devon Energy Production Company, L.P.

Date: 6-7-2023

AT By: m Name: David M. Korell Title: Land Manager

ACKNOWLEDGEMENT

STATE OF OKLAHON	MA)
) ss.
COUNTY OF OKLA	HOMA)
On this Ht day of	, 2023, before me, a Notary Public for the State of Oklahoma,
personally appeared	David M. Korell, known to me to be the Land Manager of
Devon Energy Produc	ction Company, L.P., the Limited Partnership that executed the
foregoing instrument an	nd acknowledged to me such Limited Partnership executed the
same.	annumer.
(SEAL)	инны Бнестин СТАР:-ОТАР:-ОТ (* 13010807)

FXP 11/25/25 S S PUBLIC 11.25.2 OF OK

My Commission Expires

nthia Shudn

ONLINE version August 2021

State/Fed/Fee

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EXHIBIT A

To Communitization Agreement dated May 1, 2023.

Plat of communitized area covering the:

959.64 acres in Township 25 South, Range 29 East, Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NW/4, SW/4 of Section 4, W/2 Section 9, W/2 Section 16, N.M.P.M., Eddy County, New Mexico

4-25S-29E	Lot 4 Lo 39 79 ac 59 2	nt 3 35 ac	
	Tract 1		
9-25S-29E	Trac	et 2	
	Tract 3		
	Tract 4		
16-25S-29E			
	Tract 5		
	Tracto		
L	•		

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EXHIBIT B

To Communitization Agreement dated May 1, 2023, embracing the Subdivisions Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NW/4, SW/4 of Section 4, W/2 Section 9, W/2 Section 16, N.M.P.M., Eddy County, New Mexico

Operator of Communitized Area: <u>XTO Energy Inc.</u>

DESCRIPTION OF LEASES COMMITTED

Lease Serial No.:	<u>NMNM-015302</u>
Lease Date:	01/01/1973
Lease Term:	Ten years
Lessor:	United States of America
Original Lessee:	David Levy
Present Lessee:	XTO Holdings LLC

Description of Land Committed: Subdivisions: Lot 3 (39.85 ac), Lot 4 (39.79 ac), S/2NW/4, SW/4, Sect(s) <u>4</u>, Twp_25S, Rng_29E, NMPM, Eddy County, NM.

Number of Acres: 319.64.

Royalty Rate: <u>12.5%</u>

Name and Percent ORRI Owners:

Alldale	0.0454600/
Barry R Gager	
Blasco, LLC	0.002000%
Bole Resources.	0.0004600
Douglas S Izmarian and Christine M Izmirian,	
FFF Inc.	0.031250%
Foundation Minerals LLC	0.292000%
Frances Hannifin	
Jan C Ice.	0.003906%
Kirk & Sweeney Ltd Co	0.006550%
KT Energy LLC	0.000469%
Lalla Mae Davis	0.250000%
Mavros Minerals II	0.170000%
Mavros Minerals LLC	0.073600%
McMullen Minerals LLC	0.033280%
MEL Energy Inc	0.000234%
MW Oil Investment Company Inc	0.031250%
Oak Valley Mineral and Land	0.048400%
Outdoor Entourage	
Pegasus	0 382720%
Robert Edward Eckels Jr LLC	0.007813%
S&E Royalty LLC	0.064050%
Spinnaker Investments LP	0.500000
T Bar Oil & Gas	0.1204000/0
William N Heiss Profit Sharing Plan	0.0201000/
XTO Royalty Holdings LP.	0.039100%
Are requiry fordings L1	0.250000%
VTO Halding LLC	100.000000

Name and Percent WI Owners:

XTO Holdings LLC..... 100.00000%

Lease Serial No.: <u>NMNM-136870 (Seg NMNM-15303)</u>

United States of America

Lease Date: 4/1/1972

Lease Term: <u>Ten years</u>

Lessor:

Original Lessee: L.G. Wells

Present Lessee: XTO Holdings LLC

Description of Land Committed: Subdivisions <u>NE/4NW/4</u> Sect(s) 9, Twp 25S, Rng 29E, NMPM, Eddy County, NM

Number of Acres: 40

Royalty Rate: <u>12.5%</u>

Name and Percent ORRI Owners:

Chad Barbe	0.312500%
Cornerstone Family Trust	0.187500%
Corporate Energy Company LP	0.075000%
Crownrock Minerals LP	0 187500%
EOG Resources Inc	5.025000%
Foundation Minerals LLC	0.625000%
George Vaught Jr	
Guinn Family Properties LTD	0.010000%
H M Bettis Inc	
Jastrow Family Oil & Gas LLC	0.176250%
Duncan Management LLC Agent d/b/a	
Kimbell Royalty Holdings LLC	0.377339%
Kingdom Investments Limited	0.562500%
LaNell Joy Honeyman	0.250000%
Leslie Robert Honeyman Trust	0.250000%
Mavros Minerals II LLC	0.562500%
McMullen Minerals LLC	0.275000%
Oak Valley Mineral & Land LLC	0.062500%
Pegasus Resources LLC	3.162500%
Rave Energy Inc	0.104991%
Rusk Capital Management LLC	0.045748%
Sonic Minerals LP	0.048375%
G E Rogers LLC	0.006500%
B F Albritton LLC	0.003813%
T C Energy LLC	0.003813%
Stovall Investments Inc	0.050000%
The Allar Company	0.215000%
Taurus Royalty LLC	0.032323%
XTO Holdings, LLC	50.0000000/

Name and Percent WIOwners:	XTO Holdings, LLC	50.000000%
	LRF JR LLC	50.000000%

Lease Serial No.: <u>NMNM-136870 (Seg NMNM-15303)</u>

United States of America

Lease Date: <u>04/01/1972</u>

Lease Term: <u>Ten Years</u>

Lessor:

Original Lessee: L.G. Wells

Present Lessee: XTO Holdings LLC

Description of Land Committed: Subdivisions: NW/4NW/4 and S/2NW/4, Sect(s) 9, Twp 25S, Rng 29E, NMPM, Eddy

County, NM

Number of Acres: <u>120.00</u>

Royalty Rate: <u>12.5%</u>

Name and Percent ORRI Owners:

Chad Barbe	0.312500%
Cornerstone Family Trust	0.093750%
Corporate Energy Company LP	0.093750%
Crownrock Minerals LP	0.093750%
Duncan Management LLC Agent d/b/a	
Kimbell Royalty Holdings LLC	0.188671%
EOG Resources Inc	5.000000%
Foundation Minerals LLC	0.625000%
George Vaught Jr	0.001049%
Guinn Family Properties LTD	0.012500%
H M Bettis Inc	0.078125%
Kingdom Investments Limited	0.281250%
LaNell Joy Honeyman	0.250000%
Leslie Robert Honeyman Trust	0.250000%
Mavros Minerals II LLC	0.562500%
McMullen Minerals LLC	
Oak Valley Mineral & Land LLC	0.062500%
OXY USA Inc	0.125000%
Pegasus Resources LLC	3 162500%
Rave Energy Inc	
Rusk Capital Management LLC	0 022874%
Sonic Minerals LP	0.060469%
G E Rogers LLC	0.008125%
B F Albritton LLC	0.004766%
T C Energy LLC	0.004766%
Stovall Investments Inc	0.062500%
The Allar Company	0.268750%
Taurus Royalty LLC	0.016161%

Name	and	Percent	WI	Owners:
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XTO Holdings LLC	75.000000%
LRF JR LLC	25.000000%

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Lease Serial No.:	NMNM-136870 (Seg NMNM-1	5303)	
Lease Date:	04/01/1972		
Lease Term:	Ten Years		
Lessor:	United States of America		
Original Lessee:			
Present Lessee:	XTO Holdings LLC		
		//4, Sect(s) 9, Twp 25S, Rng 29E, NMPM, Eddy County, N	JD 4
Number of Acres		<u>, soci(s)_</u> , rwp <u>250</u> , ru <u>g251</u> , ruwn wi <u>, ruuy</u> county, r	11/1
Royalty Rate:	12.5%		
Name and Percen	t ORRI Owners:	LG Wells Marital Trust Trustee of the Stuart L Carter Trust	2.500000% 2.500000%
Name and Percen	t WI Owners:	XTO Holdings LLC	100.000000%
TRACT NO. 5			
Lease Serial No.:	V049020001		
Lease Date:	07/01/1996		
Lease Term:	Five Years		
Lessor:	State of New Mexico		
Original Lessee:			
Present Lessee:	Devon Energy Production Co. LF		
Description of La	nd Committed: Subdivisions: W/2	2, Sect(s) <u>16</u> , Twp <u>25S</u> , Rn <u>g 29E</u> , NMPM <u>, Eddy</u> County, N	М
Number of Acres:		· · · · · · · · · · · · · · · · · · ·	
Royalty Rate:	16.6%		
Name and Percen		Chisos Minerals LLC0Cornerstone Family Trust0Crownrock Minerals LP0George Vaught Jr.0Jareed Partners Ltd0Duncan Management LLC Agent d/b/aKimbell Royalty Holdings LLC0Kingdom Investments Limited0Paul R Barwis0Rave Energy Inc0Rusk Capital Management LLC0Taurus Royalty LLC0	0.075000% 0.075000% 0.001306% 0.500000% 0.350000% 0.50000% 0.65328% 0.28465%
Name and Percent	WI Owners:	XTO Holdings LLC100	.000000%

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RECAPITULATION

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	319.64	33.308324%
Tract No.2	40.00	4.168230%
Tract No.3	120.00	12.504689%
Tract No.4	160.00	16.672919%
Tract No.5	320.00	33.345838%
Total:	959.64	100.00%

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Allar Company	Po Box 1567	Graham	ТΧ	76450-7567
Alldale Minerals III LP	2100 Ross Ave Ste 1870 LB 9	Dallas	ТΧ	75201
Barry R Gager	3600 Winnebago Dr	Sedalia	CO	80135-8975
BJ And Rachel Honeyman Liv Tr	26 Meadow Brook Place	The Woodlands	ТΧ	77382
Blasco LLC	6235 Savannah Way	Colorado Springs	CO	80919
Bureau of Land Management	301 Dinosaur Trail	Santa Fe	NM	87508
Bole Resources LLC	Po Box 1116	Williston	ND	58801
Breck Minerals LP	Po Box 911	Breckenridge	ТΧ	76424-0911
Brent Jeremy Honeyman Childs Trust	26 Meadow Brook Pl	The Woodland	ТΧ	77382
Chad Barbe	Po Box 2107	Roswell	NM	88202
Chisos Minerals LLC	Po Box 731112	Dallas	ТΧ	75373-1112
Contango Resources Inc	301 Nw 63Rd St Ste 300	Oklahoma City	ОК	73116
Cornerstone Family Trust	Po Box 558	Peyton	CO	80831-0558
Crownrock Minerals LP	Po Box 51933	Midland	ТΧ	79710
Douglas S Izmirian & Christine M. Izmarian JTWRS	2716 S Simms Way	Lakewood	CO	80228-5502
Duncan Management LLC Agent	Po Box 671099	Dallas	ТΧ	75367-1099
Elizabeth Jane Kay Family Tr	Po Box 9602	Colorado Springs	CO	80932-0602
Energy Royalties LLC James P Ebrey Ttee	3600 Kirby Dr Ste T	Houston	ТΧ	77098
Foundation Minerals LLC	Po Box 50820	Midland	ТΧ	79710
Frances Anne Hannifin	Po Box 13128	Las Cruces	NM	88013
George G Vaught Jr	Po Box 13557	Denver	CO	80201-3557
Guinn Family Properties Ltd	Po Box 1298	Graham	ТΧ	76450-1298
H M Bettis Inc	Box 1240	Graham	ТΧ	76450-1240
Honeyman Investment Holdings LP	2890 Forest Dr	Celina	ТΧ	75009
Jan C Dotson Ice	Po Box 7366	Covington	WA	98042
Jareed Partners Ltd	Po Box 51451	Midland	ТΧ	79710
Jastrow Family Oil And Gas LLC	Po Box 163897	Austin	ТΧ	78716
Kingdom Investments Limited	2101 Cedar Springs Rd Ste 600	Dallas	ТΧ	75201
Kirk And Sweeney Ltd Co	Po Box 699	Roswell	NM	88202-0699
KT Energy Inc	Po Box 727	Spearfish	SD	57783
Laura And John Arnold Foundation	1717 West Loop South Suite 180	Houston	ТΧ	77027
LRF Jr LLC	Po Box 11327	Midland	ΤХ	79702
Mcmullen Minerals LLC	Po Box 470857	Fort Worth	ΤХ	76147
Mel Energy Inc	4721 Kites Ln	Bismarck	ND	58503
MMS XTO Federal C/O XTO Energy Inc	810 Houston Street	Fort Worth	ΤХ	76102-6298

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MW Oil Investment Company Inc	Po Box 13128	Las Cruces	NM	
New Mexico Commissioner Of New Mexico State Land Office	310 Old Santa Fe Trail	Santa Fe	NM	
New Mexico State Land Office	PO Box 1148	Santa Fe	NM	
Oak Valley Mineral And Land LP	Po Box 50820	Midland	ТΧ	79710
Outdoor Entourage Inc	912 Alberta Ave	Bismarck	ND	58503
OXY USA Inc	Po Box 841803	Dallas	ТХ	75284-1803
Paul R Barwis, C/O Dutton Harris & Company	Po Box 230	Midland	ТХ	79702
Pegasus Resources LLC	Po Box 733980	Dallas	ТХ	75373-3980
Post Oak Crown Minerals LLC	34 S Wynden Drive Suite 210	Houston	ТХ	77056
Post Oak Mavros II LLC	34 S Wynden Drive Suite 210	Houston	ТХ	77056
Rave Energy Inc	Po Box 3087	Houston	ТХ	77253-3087
Robert E Eckels	Po Box 1093	Cedaredge	CO	81413
Robro Royalty Partners LTD	Po Box 671028	Dallas	ТХ	75367-1028
Rusk Capital Management LLC	7600 W Tidwell Rd Ste 800	Houston	ТХ	77040
S And E Royalty LLC	8470 West 4Th Ave	Lakewood	CO	80226
SMP Patriot Mineral Holdings LLC	4143 Maple Ave Suite 500	Dallas	ΤХ	75219
Sonic Minerals LP	Po Box 1240	Graham	ТХ	76450-1240
Sortida Resources LLC	Po Box 50820	Midland	ТХ	79710
Spinnaker Investments LP	Po Box 3488	Midland	ТΧ	79702
Stovall Investments Inc C/O Norman D Stovall Jr Presd	Po Box 10	Graham	ΤХ	76450
T Bar Oil And Gas LTD	Po Box 247	Crested Butte	CO	81224-0247
Taurus Royalty LLC	Po Box 1477	Little Elm	ТΧ	75068
Tumbler Energy Partners LLC	3811 Turtle Creek Blvd Ste 110	Dallas	ΤХ	75219
William Fuller Kirkpatrick French	1010 West Wall St	Midland	ΤХ	79701
William N Heiss Profit Sharing	Po Box 2680	Casper	WY	82602
XTO Delaware Basin LLC-RU5766	22777 Springwoods Village Pkwy	Spring	ТΧ	77389
XTO Holdings LLC-RU5737	22777 Springwoods Village Pkwa	Spring	ТΧ	77389

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

May 29, 2024

<u>CERTIFIED MAIL</u> <u>RETURN RECEIPT REQUESTED</u>

TO: ALL AFFECTED PARTIES

Re: Application of XTO Energy, Inc. for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units comprised of Sections 4, 9, and 16, 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.

T 505.988.4421 F 505.983.6043 110 North Guadalupe, Suite 1, Santa Fe, NM 87501-1849 Mail to: P.O. Box 2208, Santa Fe, NM 87504-2208 www.hollandhart.com

Alaska Montana Utah Colorado Nevada Washington, D.C. Idaho New Mexico Wyoming

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9402811898765469081583	Allar Company	PO Box 1567	Graham	тх	76450-7567	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469081538	Alldale Minerals III LP	2100 Ross Ave Ste 1870 Lb 9	Dallas	ТХ	75201-6773	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469081576	Barry R Gager	3600 Winnebago Dr	Sedalia	со	80135-8975	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009211	BJ And Rachel Honeyman Liv Tr	26 Meadow Brook Pl	The Woodlands	ТХ	77382-1256	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009259	Blasco LLC	6235 Savannah Way	Colorado Springs	СО	80919-4853	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

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9402811898765469009266	Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009228	Bole Resources LLC	PO Box 1116	Williston	ND	58802-1116	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009204	Breck Minerals LP	PO Box 911	Breckenridge	ТХ	76424-0911	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009297	Brent Jeremy Honeyman Childs Trust	26 Meadow Brook Pl	The Woodlands	тх	77382-1256	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009242	Chad Barbe	PO Box 2107	Roswell	NM	88202-2107	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

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9402811898765469009280	Chisos Minerals LLC	PO Box 731112	Dallas	ТХ	75373-1112	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009235	Contango Resources Inc	301 NW 63rd St Ste 300	Oklahoma City	ОК	73116-7906	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your
9402811898765469009273	Cornerstone Family Trust	PO Box 558	Peyton	со	80831-0558	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009815	Crownrock Minerals LP	PO Box 51933	Midland	ТХ	79710-1933	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009853	Douglas S Izmirian & Christine M. Izmarian JTWRS	2716 S Simms Way	Lakewood	со	80228-5502	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

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9402811898765469009860	Duncan Management LLC Agent	PO Box 671099	Dallas	TX	75367-1099	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009822	Elizabeth Jane Kay Family Tr	PO Box 9602	Colorado Springs	со	80932-0602	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009808	Energy Royalties LLC James P Ebrey Ttee	3600 Kirby Dr Ste T	Houston	ТХ	77098-3941	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009891	Foundation Minerals LLC	PO Box 50820	Midland	тх	79710-0820	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009846	Frances Anne Hannifin	PO Box 13128	Las Cruces	NM	88013-3128	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

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9402811898765469009884	George G Vaught Jr	PO Box 13557	Denver	со	80201-3557	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009839	Guinn Family Properties Ltd	PO Box 1298	Graham	ТХ	76450-1298	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009877	H M Bettis Inc	PO Box 1240	Graham	ТХ	76450-1240	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009716	Honeyman Investment Holdings LP	2890 Forest Dr	Celina	TX	75009-2823	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009754	Jan C Dotson Ice	PO Box 7366	Covington	WA	98042-0043	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

						Your shipment was
						received at 3:09 pm on May 29, 2024 in
						DENVER, CO 80217. The
						acceptance of your
9402811898765469009761	Jareed Partners Ltd	PO Box 51451	Midland	ТΧ	79710-1451	package is pending.
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						Your shipment was received at 3:09 pm on
						May 29, 2024 in
						DENVER, CO 80217. The
						acceptance of your
9402811898765469009723	Jastrow Family Oil And Gas LLC	PO Box 163897	Austin	тх	78716-3897	package is pending.
						Your shipment was
						received at 3:09 pm on May 29, 2024 in
						DENVER, CO 80217. The
						acceptance of your
9402811898765469009709	Kingdom Investments Limited	2101 Cedar Springs Rd Ste 600	Dallas	тх	75201-1591	package is pending.
						Your shipment was
						received at 3:09 pm on
						May 29, 2024 in DENVER, CO 80217. The
						acceptance of your
9402811898765469009792	Kirk And Sweeney Ltd Co	PO Box 699	Roswell	NM	88202-0699	package is pending.
						Your shipment was
						received at 3:09 pm on
						May 29, 2024 in DENVER, CO 80217. The
						acceptance of your
9402811898765469009747	KT Energy Inc	PO Box 727	Spearfish	SD	57783-0727	package is pending.

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9402811898765469009785	Laura And John Arnold Foundation	1717 West Loop S Ste 180	Houston	ТХ	77027-3049	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009778	LRF Jr LLC	PO Box 11327	Midland	тх	79702-8327	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009914	Mcmullen Minerals LLC	PO Box 470857	Fort Worth	тх	76147-0857	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009952	Mel Energy Inc	4721 Kites Ln	Bismarck	ND	58503-8537	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009969	MMS XTO Federal C/O XTO Energy Inc	810 Houston St	Fort Worth	TX	76102-6203	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

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9402811898765469009921	MW Oil Investment Company Inc	PO Box 13128	Las Cruces	NM	88013-3128	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009907	Commissioner Of New Mexico State Land Office	310 Old Santa Fe Trl	Santa Fe	NM	87501-2708	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009990	New Mexico State Land Office	PO Box 1148	Santa Fe	NM	87504-1148	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009983	Oak Valley Mineral And Land LP	PO Box 50820	Midland	ТХ	79710-0820	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009938	Outdoor Entourage Inc	912 Alberta Ave	Bismarck	ND	58503-5500	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

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9402811898765469009976	OXY USA Inc	PO Box 841803	Dallas	ТХ	75284-1803	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009617	Paul R Barwis, C/O Dutton Harris & Company	PO Box 230	Midland	тх	79702-0230	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009655	Pegasus Resources LLC	PO Box 733980	Dallas	тх	75373-3980	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009662	Post Oak Crown Minerals LLC	34 S Wynden Dr Ste 210	Houston	ТХ	77056-2531	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009624	Post Oak Mavros II LLC	34 S Wynden Dr Ste 210	Houston	ТХ	77056-2531	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

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						Your shipment was
						received at 3:09 pm on
						May 29, 2024 in
						DENVER, CO 80217. The
						acceptance of your
9402811898765469009600	Rave Energy Inc	PO Box 3087	Houston	ТΧ	77253-3087	package is pending.
						Your shipment was
						received at 3:09 pm on
						May 29, 2024 in
						DENVER, CO 80217. The
0.402.014.000765.460000602		DO D 1992	Co do se do o	60	04 44 2 4 00 2	acceptance of your
9402811898765469009693	Robert E Eckels	PO Box 1093	Cedaredge	CO	81413-1093	package is pending.
						Your shipment was
						received at 3:09 pm on
						May 29, 2024 in
						DENVER, CO 80217. The
						acceptance of your
9402811898765469009686	Robro Royalty Partners ITD	PO Box 671028	Dallas	тх	75367-1028	package is pending.
5402011050705405005000			Danas		75507 1020	package is periaing.
						Your shipment was
						received at 3:09 pm on
						May 29, 2024 in
						DENVER, CO 80217. The
						acceptance of your
9402811898765469009631	Rusk Capital Management LLC	7600 W Tidwell Rd Ste 800	Houston	тх	77040-6718	
						Your shipment was
						received at 3:09 pm on
						May 29, 2024 in
						DENVER, CO 80217. The
						acceptance of your
9402811898765469009679	S And E Royalty LLC	8470 W 4th Ave	Lakewood	CO	80226-1306	package is pending.

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9402811898765469009112	SMP Patriot Mineral Holdings LLC	4143 Maple Ave Ste 500	Dallas	ТХ	75219-3294	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009150	Sonic Minerals LP	PO Box 1240	Graham	тх	76450-1240	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009167	Sortida Resources LLC	PO Box 50820	Midland	тх	79710-0820	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009129	Spinnaker Investments LP	PO Box 3488	Midland	ТХ	79702-3488	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765469009105	Stovall Investments IncC/O Norman D Stovall Jr Presd	PO Box 10	Graham	ТХ	76450-0010	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

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						Your shipment was
						received at 3:09 pm on
						May 29, 2024 in
						DENVER, CO 80217. The
0400044000765460000400		DO D-0 247	Constant Dutte	CO	01224 0247	acceptance of your
9402811898765469009198	I Bar Oll And Gas LID	PO Box 247	Crested Butte	CO	81224-0247	package is pending.
						Your shipment was
						received at 3:09 pm on
						May 29, 2024 in
						DENVER, CO 80217. The
						acceptance of your
9402811898765469009143	Taurus Royalty LLC	PO Box 1477	Little Elm	ТΧ	75068-1477	package is pending.
						Your shipment was
						received at 3:09 pm on
						May 29, 2024 in
						DENVER, CO 80217. The
0.400044.000765.4600004.04			N U		75240 4602	acceptance of your
9402811898765469009181	Tumbler Energy Partners LLC	3811 Turtle Creek Blvd Ste 110	Dallas	TX	/5219-4693	package is pending.
						Your shipment was
						received at 3:09 pm on
						May 29, 2024 in
						DENVER, CO 80217. The
						acceptance of your
9402811898765469009136	William Fuller Kirkpatrick French	1010 W Wall St	Midland	тх	79701-6638	package is pending.
						Your shipment was
						received at 3:09 pm on
						May 29, 2024 in
						DENVER, CO 80217. The
0400044000765460000474	Millions Nullaine Duefit Charli		C		02002.2000	acceptance of your
9402811898765469009174	William N Heiss Profit Sharing	PO Box 2680	Casper	WY	82602-2680	package is pending.

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XTO - Corral Canyon Commingling
Postal Delivery Report

9402811898765	5469009310	XTO Delaware Basin LLC-RU5766	22777 Springwoods Village Pkwy	Spring	тх	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.
9402811898765	5469009358	XTO Holdings LLC-RU5737	22777 Springwoods Village Pkwy	Spring	тх	Your shipment was received at 3:09 pm on May 29, 2024 in DENVER, CO 80217. The acceptance of your package is pending.

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From:	McClure, Dean, EMNRD on behalf of Engineer, OCD, EMNRD
To:	Paula M. Vance
Cc:	McClure, Dean, EMNRD; Lowe, Leonard, EMNRD; Rikala, Ward, EMNRD; Wrinkle, Justin, EMNRD; Powell, Brandon,
	EMNRD; Paradis, Kyle O; Walls, Christopher; Lamkin, Baylen L.
Subject:	Approved Administrative Order PLC-936
Date:	Tuesday, August 27, 2024 2:21:37 PM
Attachments:	PLC936 Order.pdf

NMOCD has issued Administrative Order PLC-936 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
		All	4-25S-29E	
30-015-53194	Corral 16 4 State Federal Com #105H	All	9-25S-29E	98220
	#105H	All	16-25S-29E	
		All	4-25S-29E	
30-015-53189	Corral 16 4 State Federal Com	All	9-25S-29E	98220
	#107H	All	16-25S-29E	
		All	4-25S-29E	
30-015-53193	Corral 16 4 State Federal Com	All	9-258-29E	98220
	#125H	All	16-258-29E	
		All	4-25S-29E	9E
30-015-53192	Corral 16 4 State Federal Com	All	9-25 S-29 E	98220
	#126H	All	16-25 S-29 E	
		All	4-25S-29E	
30-015-53197	Corral 16 4 State Federal Com	All	9-25 S-29 E	98220
	#163H	All	16-25S-29E	
		All	4-25S-29E	
30-015-53210	Corral 16 4 State Federal Com	All	9-25S-29E	98220
••••••	#164H	All	16-25S-29E	/0110
		All	4-25S-29E	
30-015-53188Corral 16 4 State Federal Com #165H	All	9-25S-29E	98220	
	All	16-25S-29E	<i>JOZZO</i>	
		All	4-25S-29E	
30-015-53200	Corral 16 4 State Federal Com	All	9-25S-29E	98220
50-015-55200	#801H	All	16-25S-29E	<i>J0220</i>
		All	4-25S-29E	
30-015-53201	Corral 16 4 State Federal Com	All	9-25S-29E	98220
50-015-55201	#802H	All	16-25S-29E	90220
		All	4-25S-29E	
30-015-53202	Corral 16 4 State Federal Com		4-258-29E 9-258-29E	98220
30-015-55202	#803H	All All	9-255-29E 16-25S-29E	90220
20 015 52101	Corral 16 4 State Federal Com	All	4-25S-29E	00220
30-015-53191	#804H	All	9-258-29E	98220
		All	16-25S-29E	
20.015.52200	Corral 16 4 State Federal Com	All	4-25S-29E	00220
30-015-53209	#805H	All	9-25S-29E	98220
		All	16-25S-29E	
20.01	Corral 16 4 State Federal Com	All	4-25S-29E	00000
30-015-53190	#806H	All	9-25S-29E	98220
		All	16-25S-29E	

		E/2	4-25S-29E	
30-015-53187	Corral 16 4 State Federal Com #103H	E/2	9-25S-29E	96217
	#10511	E/2	16-25S-29E	
30-015-53185	Corral 16 4 State Federal Com #124H	E/2	4-25S-29E	
		E/2	9-25S-29E	96217
		E/2	16-25S-29E	
30-015-53186	Corral 16 4 State Federal Com #104H	W/2	4-25S-29E	
		W /2	9-25S-29E	96217
		W /2	16-25S-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



PO Box 631667 Cincinnati, OH 45263-1667

GANNETT

AFFIDAVIT OF PUBLICATION

Joe Stark Joe Stark EENR Specialist Holland & Hart 222 South Main Street Suite 2200 Salt Lake City UT 84101

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:

06/06/2024

and that the fees charged are legal. Sworn to and subscribed before on 06/06/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

1

Publication Cost: \$257.80 Tax Amount: \$19.07 Payment Cost: \$276.87 Order No: 10250187 Customer No: 1360634

of Copies:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



Legal Notice (Publication) All affected partles, including: Allar Comm ale Minerals III LP; Barry R Gager, his heir sees; BJ And Rachel Honeyman Liv Tr; B ; Bureau of Land Management; Bole Reso ; Breck Minerals LP; Brent Jeremy H Childs Trust); Chad Barbe, his heirs and devi Jr, t H M Oil missioner Of Mexico State Land LP; Out aul R Barwi gasus Po ul R lasus Post Ecke Po Peg LC; t E

105H

10250187

PO #:

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-936

<u>ORDER</u>

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 as described 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. 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 as described 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 ("CA Pooled Area"), as described in Exhibit A.

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.
- 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.
- 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.

<u>ORDER</u>

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

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

2. For each CA Pooled Area described in Exhibit A, 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-936

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 CA 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 the formation or dedicated lands are modified or if a modification is made that will affect this Order. If Applicant fails to submit the new surface commingling application, this Order shall terminate on the date of such action, this Order shall terminate on the date of such action.

Applicant shall allocate the oil and gas production to each lease within a CA Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the CA Pooled Area until the Proposed Agreement which includes the CA Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the CA 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 as described 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-936

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,

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 as described 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.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

GERASIMOS RAZATOS DIRECTOR (ACTING)

DATE: 8/27/2024

State of New Mexico Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-936 Operator: XTO Energy, Inc. (5380) Central Tank Battery: Corral Canyon 21 Central Vessel Battery Central Tank Battery Location: UL P, Township 25 South, Range 29 East Gas Title Transfer Meter Location: UL P, Township 25 South, Range 29 East

	Pools			
		ol Name	Pool Code	
	WILLOW LAKE; BONE SPRIN		96217	
	PURPLE SAGE; WO	LFCAMP (GAS)	98220	
	Leases as defined in 19.15.1	2.7(C) NMAC		
	Lease	UL or Q/Q	S-T-R	
		All	4-25S-29E	
	PROPOSED CA Wolfcamp BLM	All	9-25S-29E	
	_	All	16-25S-29E	
		W/2	4-25S-29E	
	PROPOSED CA Bone Spring BLM A	W /2	9-25S-29E	
		W /2	16-25S-29E	
		E/2	4-25S-29E	
	PROPOSED CA Bone Spring BLM B	E/2	9-25S-29E	
		E/2	16-25S-29E	
	Wells			
Well API	Well Name	UL or Q/Q	S-T-R	Pool
		All	4-25S-29E	
30-015-53194	Corral 16 4 State Federal Com #105H	All	9-25S-29E	98220
		All	16-25S-29E	
		All	4-25S-29E	
30-015-53189	Corral 16 4 State Federal Com #107H	All	9-25S-29E	98220
		All	16-25S-29E	
		All	4-25S-29E	
30-015-53193	Corral 16 4 State Federal Com #125H	All	9-25S-29E	98220
		All	16-25S-29E	
		All	4-25S-29E	
30-015-53192	Corral 16 4 State Federal Com #126H	All	9-25S-29E	98220
		All	16-25S-29E	
		All	4-25S-29E	
		All	4-233-29E	

30-015-53197

30-015-53210

Corral 16 4 State Federal Com #163H

Corral 16 4 State Federal Com #164H

98220

98220

All

All

All

All All 9-25S-29E

9-25S-29E

16-25S-29E

16-25S-29E 4-25S-29E

		All	4-25S-29E	
30-015-53188	Corral 16 4 State Federal Com #165H	All	9-25S-29E	98220
		All	16-25S-29E	
		All	4-25S-29E	
30-015-53200	Corral 16 4 State Federal Com #801H	All	9-25S-29E	98220
		All	16-25S-29E	
		All	4-25S-29E	
30-015-53201	Corral 16 4 State Federal Com #802H	All	9-25S-29E	98220
		All	16-25S-29E	
		All	4-25S-29E	
30-015-53202 Corral 16 4 State Federal Com #803H	All	9-258-29E	98220	
		All	16-25S-29E	
30-015-53191 Corral 16 4 State Federal Com #804H		All	4-258-29E	
	Corral 16 4 State Federal Com #804H	All	9-25S-29E	98220
	All	16-25S-29E		
		All	4-25S-29E	
30-015-53209	Corral 16 4 State Federal Com #805H	All	9-25S-29E	98220
		All	16-25S-29E	
		All	4-25S-29E	
30-015-53190	Corral 16 4 State Federal Com #806H	All	9-25S-29E	98220
		All	16-25S-29E	
		E/2	4-25S-29E	
30-015-53187	Corral 16 4 State Federal Com #103H	E/2	9-25S-29E	96217
		E/2	16-25S-29E	
		E/2	4-25S-29E	
30-015-53185 Corral 16 4 State Feder	Corral 16 4 State Federal Com #124H	E/2	9-25S-29E	96217
		E/2	16-25S-29E	/ / / /
		W/2	4-25S-29E	
		· · / / /		
30-015-53186	Corral 16 4 State Federal Com #104H	W/2	9-25S-29E	96217

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

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

District III

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

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

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

CONDITIONS

Operator:	OGRID:
XTO ENERGY, INC	5380
6401 Holiday Hill Road	Action Number:
Midland, TX 79707	349481
	Action Type:
	[C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date	l
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.	8/27/2024	

Action 349481