

**NEW MEXICO STATE LAND OFFICE**  
**Guidelines for Requesting Commingling Approval**

1. A commingling agreement from the New Mexico State Land Office is not required if the commingling operation does not contain New Mexico State Trust acreage.
2. If State Trust acreage will be part of a proposed commingling operation:
  - a. Commingling of production of all wells from the same pool within a single lease, communitized area, or unit area is permitted without additional Land Commissioner approval.
  - b. Surface commingling (including off-lease storage) from more than one pool, and/or from more than one lease, communitized area, unit area, or a combination of leases/communitized areas/unit areas, requires additional Land Commissioner approval.
  - c. Downhole commingling of multiple producing pools in a single well bore requires Land Commissioner approval unless the pools or the area in which the well is located are listed as pre-approved in NMAC 19.15.12.11(E).

The attached application form describes the process for submitting a commingling application to the New Mexico State Land Office.



APPLICATION FOR
COMMINGLING AND OFF-LEASE STORAGE
ON STATE TRUST LANDS



This application form is required for all commingling applications requiring approval by the Commissioner of Public Lands.

Applicant: MEWBOURNE OIL COMPANY / DREW RENNER 14744
Well Name: BONANZA 22/15 B2ED FED COM #1H / BONANZA 22/15 FED COM #874H (W2FC) API #: 30-015-48939 / 30-015-56637
Pool: [53600] SAN LORENZO, BONE SPRING / [98220] PURPLE SAGE, WOLFCAMP (GAS)

OPERATOR NAME: Mewbourne Oil Company
OPERATOR ADDRESS: 4801 Business Park Blvd. PO Box 5270, Hobbs NM, 88240

APPLICATION REQUIREMENTS – SUBMIT:

- 1. New Mexico Oil Conservation Division (NMOCD) application packet (or equivalent information if no application is required by NMOCD),
2. Commingling application fee of \$150.

CERTIFICATION: To the best of my knowledge,

- All business leases and rights-of-way necessary for conducting the proposed operation on State Trust lands have been applied for or obtained,
The information submitted with this application is accurate and complete, and
No loss will accrue to the state of New Mexico as a result of the proposed operation.

I also understand that no action will be taken on this application until the required information and fee are submitted to the State Land Office.

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

Drew Renner
Print or Type Name
Drew Renner
Signature
7/23/2025
Date

575-393-5905
Phone Number
drenner@mewbourne.com
e-mail Address

Submit application to:
Commissioner of Public Lands
Attn: Commingling Manager
PO Box 1148
Santa Fe, NM 87504-1148

Questions?
Contact the Commingling Manager:
505.827.5791

Upon approval, the requesting organization will receive an acknowledgment letter from the Commissioner of Public Lands.

MEWBOURNE OIL COMPANY  
4801 Business Park Blvd  
Hobbs, NM 88240  
575-393-5905  
July 23, 2025

Engineering Bureau  
New Mexico Oil Conservation Division  
1220 S. St. Francis Drive  
Santa Fe, NM 87505

Bureau of Land Management  
620 E. Greene Street  
Carlsbad, NM 88220-6292

Commissioner of Public Lands  
Attn: Commingling Manager  
PO Box 1148  
Santa Fe, NM 87504-1148


RE: Application for Pool Commingle / Central Tank Battery / Off Lease Storage / Off Lease Measurement

To: Whom It May Concern

Mewbourne Oil Company ("Mewbourne") is requesting permission to surface commingle production from nine wells and all future wells located on State lease V068540002, Federal lease NMNM105390897, and Fee lease which comprises of portions of section 22 & 15, T25S, R28E, Eddy County, New Mexico. All oil and gas production from each well is to be stored in a central tank battery and measured by a common gas meter (ETC MM #WLI-0062) located off lease in the NWSW of section 22, T25S, R28E. Information detailing each well is attached.

Please find the following enclosed:

- Cover Letter
- Commingle Summary Page
- Form C102 of wells & battery
- Detailed Maps: lease boundaries & facility locations
- Application Checklist
- Form C-107B
- State Land Office Application
- Copy of letter sent certified to all involved parties
- List of all involved parties

Signed:   
Printed Name: Drew Renner  
Title: Petroleum Engineer  
Date: 7/23/2025

**APPLICATION FOR POOL COMMINGLING / CTB / OLS / OLM****Commingling procedure for Bonanza 22/15 leases:**

Mewbourne Oil Company is requesting approval for pool commingling / OLS / OLM for production from 9 wells located on State leases below in a Central Tank Battery "CTB":

Well Name	Location	API #	Pool #	MCFPD	Dry BTU @ 14.73 PSI
<b>BONANZA 22/15 B2ED FED COM #1H</b>	1065' FWL & 2570' FSL, Sec 22 T25S R28E	30-015-48939	[53600] SAN LORENZO, BONE SPRING	~1530	~1260
<b>BONANZA 22/15 B2FC FED COM #1H</b>	2570' FSL & 1095' FWL, Sec 22 20 T25S R28E	30-015-48933	[53600] SAN LORENZO, BONE SPRING	~650	~1260
<b>BONANZA 22/15 FED COM #552H (H3ED)</b>	2570' FSL & 740' FWL, Sec 22 T25S R28E	30-015-56476	[53600] SAN LORENZO, BONE SPRING	*~2000	*~1260
<b>BONANZA 22/15 FED COM #554H (H3FC)</b>	2570' FSL & 760' FWL, Sec 22 T25S R28E	30-015-56477	[53600] SAN LORENZO, BONE SPRING	*~2000	*~1260
<b>BONANZA 22/15 FED COM #874H (W2FC)</b>	2570' FSL & 780' FWL, Sec 22 T25S R28E	30-015-56637	[98220] PURPLE SAGE, WOLFCAMP (GAS)	*~3000	*~1260
<b>BONANZA 22/15 W0ED FED COM #1H</b>	2420' FSL & 1160' FWL, Sec 22 T25S R28E	30-015-47890	[98220] PURPLE SAGE, WOLFCAMP (GAS)	~750	~1260
<b>BONANZA 22/15 W0FC FED COM #1H</b>	2420' FSL & 1130' FWL, Sec 22 T25S R28E	30-015-47829	[98220] PURPLE SAGE, WOLFCAMP (GAS)	~500	~1260
<b>BONANZA 22/15 W1ED FED COM #2H</b>	2420' FSL & 1100' FWL, Sec 22 T25S R28E	30-015-47941	[98220] PURPLE SAGE, WOLFCAMP (GAS)	~400	~1260
<b>BONANZA 22/15 W1FC FED COM #2H</b>	2420' FSL & 1190' FWL, Sec 22 T25S RT28E	30-015-47830	[98220] PURPLE SAGE, WOLFCAMP (GAS)	~350	~1260
*Anticipated MCFPD and BTU content for future wells.					

**Future Additions**

Pursuant to Statewide Rule 19.15.12.10(C)(4)(g) Mewbourne Oil Company respectfully requests the option to include additional leases or pools within the defined parameters set forth in the Order for future additions.

**Facility Process Flow and Measurement**

The central tank battery in the NWSW of Section 22, T25S, R28E, Eddy County, New Mexico. An ETC common gas sales meter #WLI-0062 will be located on edge of the battery pad. This meter is calibrated on a regular basis per API, NMOC and BLM specifications. The production from each well will flow from its respective surface hole location through a flowline to a header. The header directs each well's

production into either a bulk (common) separator or test separator(s). Each test separator has its own “test train” consisting of a test heater treater, test VRT, and designated test oil tank(s). This allows each well in test to have the gas, oil, and water are separated and measured. If a well is not directed to a test separator(s), the flow is directed into the bulk separator. Wells will be rotated through test separators with its own “test train” on a regular basis and will be periodically alternated to provide accurate allocation of production for each well. The bulk separator has its own “bulk train” consisting of a bulk heater treater, bulk VRT, and designated bulk oil tank(s). The gas, oil, and water volumes from the “bulk train” are commingled with each test train(s) after each separation of gas, oil, and water has been metered.

The gas volume off each test separator is measured using a gas orifice meter prior to being commingled with gas from the bulk separator and VRU. The commingled gas then flows through a gas orifice meter(s) that serve as the BLM gas FMP(s) for the purpose of BLM royalty payment. Any Buy Back meter that measures off-lease gas coming on lease used for gas lift injection from the gathering line is considered an FMP. The water volume off each test train is measured using a mag meter prior to being commingled with water from the bulk separator and heater treater. All water from the CTB is measured using a mag meter prior to being transferred into a water disposal system. The oil volume off each test train is measured using a Coriolis meter on the LACT(s). The LACT(s) units serve as the BLM oil FMP(s) for the purpose of BLM royalty payment. Oil can be sold via trucks in the event of pipeline disruptions. The gas, oil, and water volumes observed during these “well test(s)” are then recorded and used for allocation purposes. Wells are allocated their proportionate share of the CTB’s daily gas, oil, and water volumes based on their most recent well test. VRU gas volumes are measured using an orifice meter & allocated back to each well based on the well’s respective percentage of the CTB’s oil volume.

#### **Additional Application Components**


Enclosed is a site facility diagram that shows the flow of production in detail. Also enclosed is a map detailing the lease boundaries, well(s), battery, and FMP location(s).

The oil and gas meters will be calibrated on a regular basis per API, NMOCD and BLM specifications.

Commingling will not reduce the individual wells’ production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves.

The surface commingle application will be submitted separately for approval per NMOCD and BLM regulations.

Mewbourne Oil Company understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

Signed:   
Printed Name: Drew Renner  
Title: Petroleum Engineer  
Date: 7/23/2025

**Economic Justification**

Well Name	BOPD EST	Oil Gravity @ 60°	Value/bbl	MCFPD	Dry BTU @ 14.73 PSI	Value/MCF
BONANZA 22/15 B2ED FED COM #1H	~140	~47	\$65	~1530	~1260	\$2.50
BONANZA 22/15 B2FC FED COM #1H	~110	~47	\$65	~650	~1260	\$2.50
BONANZA 22/15 FED COM #552H (H3ED)	~1500	*~47	\$65	*~2000	*~1260	\$2.50
BONANZA 22/15 FED COM #554H (H3FC)	~1500	*~47	\$65	*~2000	*~1260	\$2.50
BONANZA 22/15 FED COM #874H (W2FC)	~1500	*~47	\$65	*~3000	*~1260	\$2.50
BONANZA 22/15 W0ED FED COM #1H	~60	~47	\$65	~750	~1260	\$2.50
BONANZA 22/15 W0FC FED COM #1H	~80	~47	\$65	~500	~1260	\$2.50
BONANZA 22/15 W1ED FED COM #2H	~50	~47	\$65	~400	~1260	\$2.50
BONANZA 22/15 W1FC FED COM #2H	~60	~47	\$65	~350	~1260	\$2.50
<b>CTB Combined</b>	~5,000	~47	~\$65	~11,180	~1260	\$2.50
<b>*Anticipated oil gravity, MCFPD, &amp; BTU content for future wells.</b>						

**Process and Flow Descriptions:**

The flow of production is shown in detail on the enclosed facility diagram and map which shows lease boundaries, wells, battery, & MM location. The commingling of production is in the interest of conservation and waste and will result in the most effective economic means of producing the reserves in place from the affected wells and will not result in reduced royalty or improper measurement of production.

Working, royalty, & overriding interest owners have been notified of the proposal via certified mail (see attached).

Signed: 

Printed Name: Drew Renner

Title: Petroleum Engineer

Date: 7/23/2025

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
Phone: (575) 748-1283 Fax: (575) 748-9720  
District III  
1000 Rio Brazos Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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

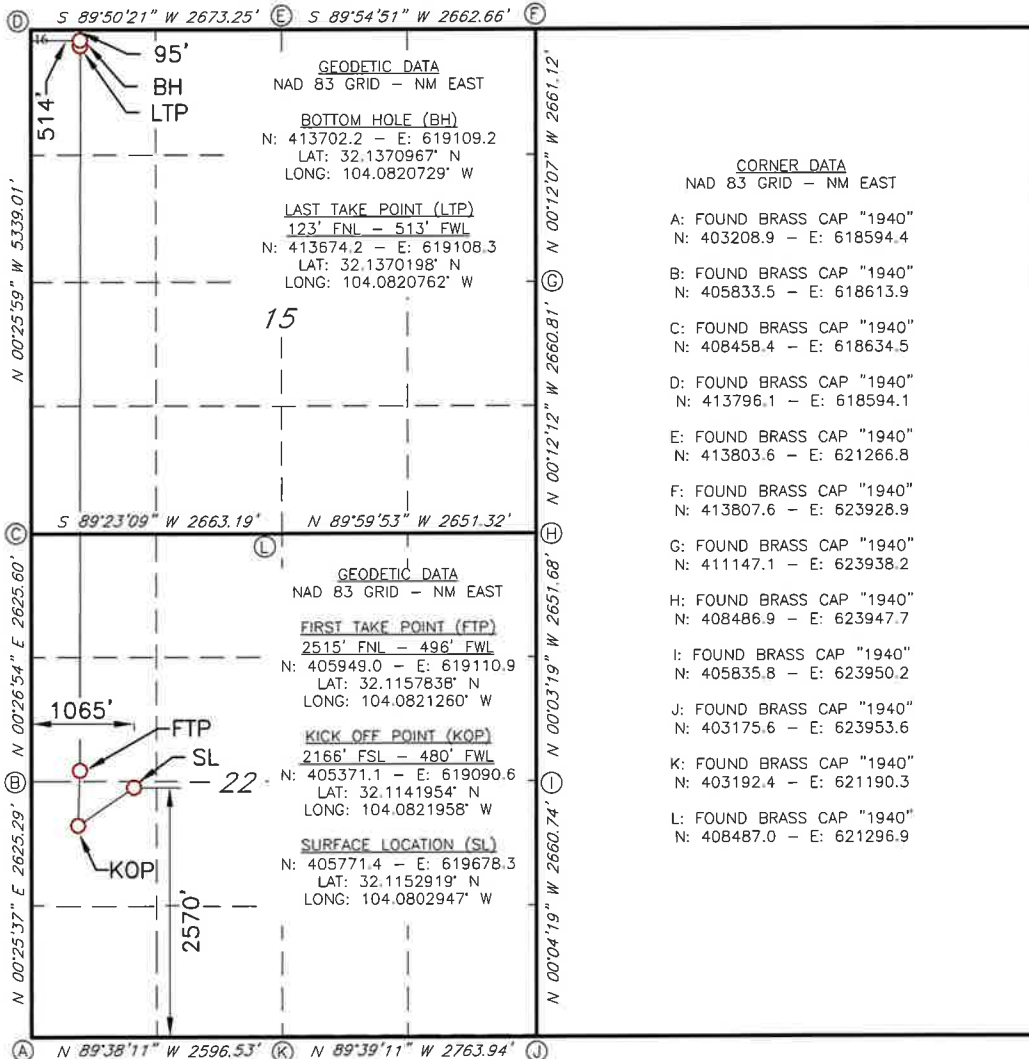
Form C-102  
Revised August 1, 2011  
Submit one copy to appropriate  
District Office

AMENDED REPORT  
AS DRILLED

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-015-48939</b>		<sup>2</sup> Pool Code <b>53600</b>		<sup>3</sup> Pool Name <b>SAN LORENZO; BONE SPRING</b>					
<sup>4</sup> Property Code <b>331519</b>		<sup>5</sup> Property Name <b>BONANZA 22/15 B2ED FED COM</b>				<sup>6</sup> Well Number <b>1H</b>			
<sup>7</sup> GRID NO. <b>14744</b>		<sup>8</sup> Operator Name <b>MEWBOURNE OIL COMPANY</b>				<sup>9</sup> Elevation <b>2976'</b>			
<sup>10</sup> Surface Location									
UL or lot no. <b>L</b>	Section <b>22</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>2570</b>	North/South line <b>SOUTH</b>	Feet From the <b>1065</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no. <b>D</b>	Section <b>15</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>95</b>	North/South line <b>NORTH</b>	Feet from the <b>514</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
<sup>12</sup> Dedicated Acres <b>240</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code		<sup>15</sup> Order No.					

No allowable will be assigned to this completion until all interest have been consolidated or a non-standard unit has been approved by the division.



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

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_  
E-mail Address \_\_\_\_\_

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

**07/29/2022**  
Date of Survey  
Signature and Seal of Professional Surveyor \_\_\_\_\_

**19680**  
Certificate Number

RRC-Job No: LS20020132AD

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

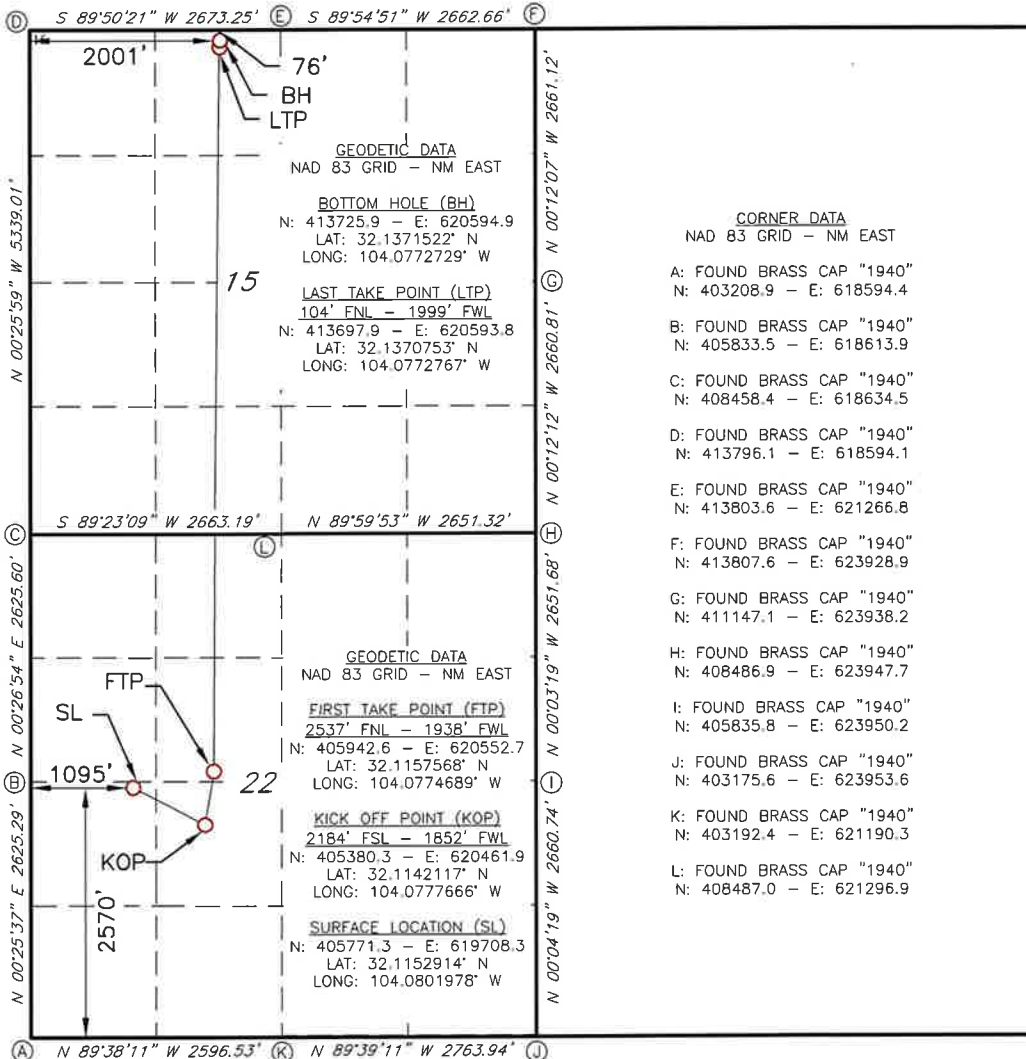
Form C-102  
Revised August 1, 2011  
Submit one copy to appropriate  
District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-015-48933</b>		<sup>2</sup> Pool Code <b>53600</b>		<sup>3</sup> Pool Name <b>SAN LORENZO; BONE SPRING</b>					
<sup>4</sup> Property Code <b>331513</b>		<sup>5</sup> Property Name <b>BONANZA 22/15 B2FC FED COM</b>						<sup>6</sup> Well Number <b>1H</b>	
<sup>7</sup> GRID NO. <b>14744</b>		<sup>8</sup> Operator Name <b>MEWBOURNE OIL COMPANY</b>						<sup>9</sup> Elevation <b>2976'</b>	
<sup>10</sup> Surface Location									
UL or lot no. <b>L</b>	Section <b>22</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>2570</b>	North/South line <b>SOUTH</b>	Feet From the <b>1095</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no. <b>C</b>	Section <b>15</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>76</b>	North/South line <b>NORTH</b>	Feet from the <b>2001</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
<sup>12</sup> Dedicated Acres <b>240</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code		<sup>15</sup> Order No.					

No allowable will be assigned to this completion until all interest have been consolidated or a non-standard unit has been approved by the division.



**<sup>17</sup> OPERATOR CERTIFICATION**  
*I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.*

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**<sup>18</sup> SURVEYOR CERTIFICATION**  
*I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.*

**07-14-2022**  
Date of Survey

Signature and Seal of Professional Surveyor \_\_\_\_\_

**19680**  
Certificate Number

RRC-Job No: LS20020133AD

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
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Phone: (575) 748-1283 Fax: (575) 748-9720  
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District IV  
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Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico  
Energy, Minerals & Natural Resources Department  
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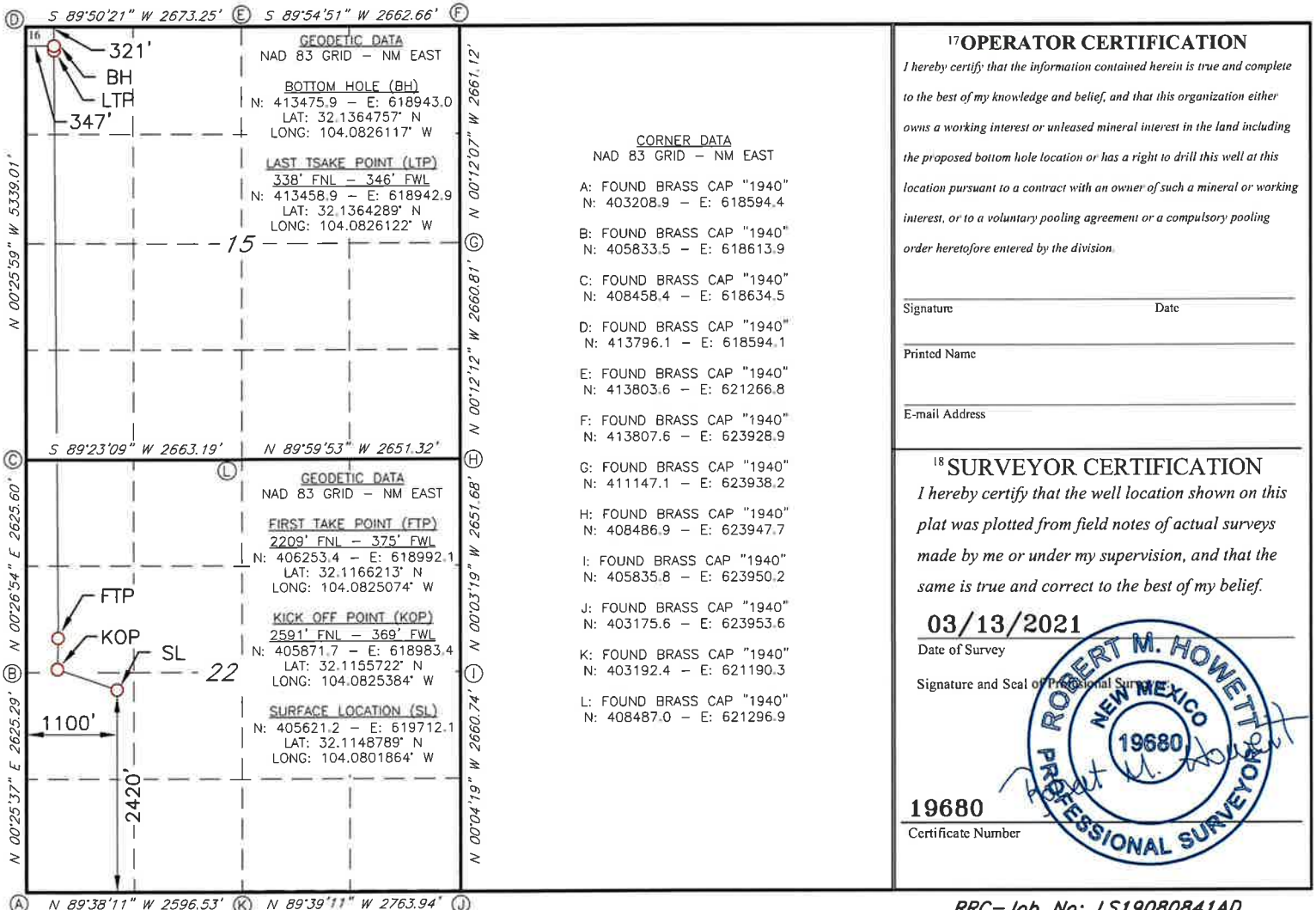
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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-015-47941</b>		<sup>2</sup> Pool Code <b>98220</b>		<sup>3</sup> Pool Name <b>PURPLE SAGE; WOLFCAMP (GAS)</b>					
<sup>4</sup> Property Code <b>329984</b>		<sup>5</sup> Property Name <b>BONANZA 22/15 WOED FED COM</b>				<sup>6</sup> Well Number <b>1H</b>			
<sup>7</sup> GRID NO. <b>14744</b>		<sup>8</sup> Operator Name <b>MEWBOURNE OIL COMPANY</b>				<sup>9</sup> Elevation <b>2976'</b>			
<sup>10</sup> Surface Location									
UL or lot no. <b>L</b>	Section <b>22</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>2420</b>	North/South line <b>SOUTH</b>	Feet From the <b>1100</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no. <b>D</b>	Section <b>15</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>321</b>	North/South line <b>NORTH</b>	Feet from the <b>347</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
<sup>12</sup> Dedicated Acres <b>480</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.						

No allowable will be assigned to this completion until all interest have been consolidated or a non-standard unit has been approved by the division.



RRC-Job No: LS19080841AD

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  
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State of New Mexico  
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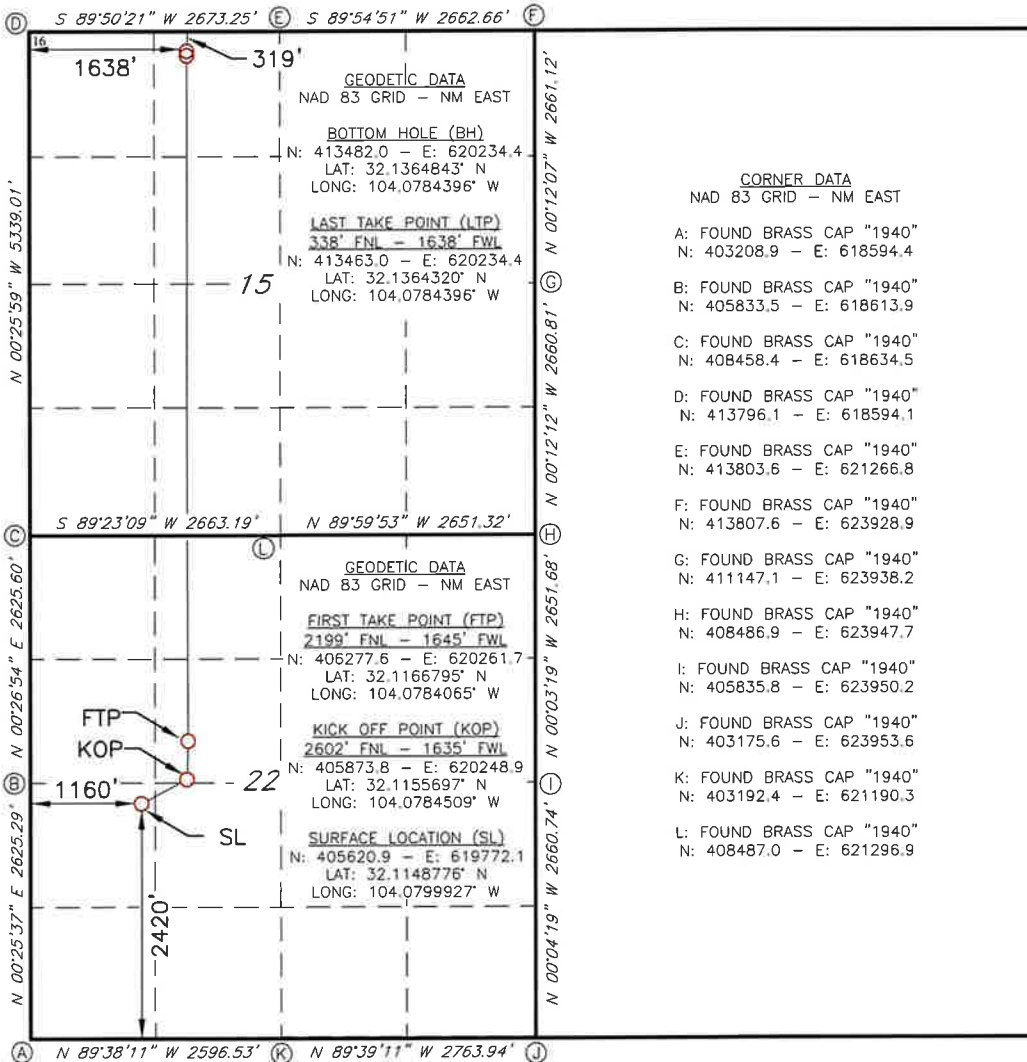
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Revised August 1, 2011  
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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-015-47890</b>		<sup>2</sup> Pool Code <b>98220</b>		<sup>3</sup> Pool Name <b>PURPLE SAGE; WOLFCAMP (GAS)</b>					
<sup>4</sup> Property Code <b>329933</b>		<sup>5</sup> Property Name <b>BONANZA 22/15 WOFC FED COM</b>				<sup>6</sup> Well Number <b>1H</b>			
<sup>7</sup> GRID NO. <b>14744</b>		<sup>8</sup> Operator Name <b>MEWBOURNE OIL COMPANY</b>				<sup>9</sup> Elevation <b>2976'</b>			
<sup>10</sup> Surface Location									
UL or lot no. <b>L</b>	Section <b>22</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>2420</b>	North/South line <b>SOUTH</b>	Feet From the <b>1160</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no. <b>C</b>	Section <b>15</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>319</b>	North/South line <b>NORTH</b>	Feet from the <b>1638</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
<sup>12</sup> Dedicated Acres <b>480</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.						

No allowable will be assigned to this completion until all interest have been consolidated or a non-standard unit has been approved by the division.



**<sup>17</sup> OPERATOR CERTIFICATION**  
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Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**<sup>18</sup> SURVEYOR CERTIFICATION**  
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

**04/18/2021**  
Date of Survey

Signature and Seal of Professional Surveyor \_\_\_\_\_

**19680**  
Certificate Number

**PARA ROBERT M. HOWETT**  
NEW MEXICO  
19680  
PROFESSIONAL SURVEYOR

RRC-Job No: LS19080842AD

District I  
1625 N. French Dr., Hobbs, NM 88240  
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District III  
1000 Rio Brazos Road, Aztec, NM 87410  
Phone: (505) 334-6178 Fax: (505) 334-6170  
District IV  
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Phone: (505) 476-3460 Fax: (505) 476-3462

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

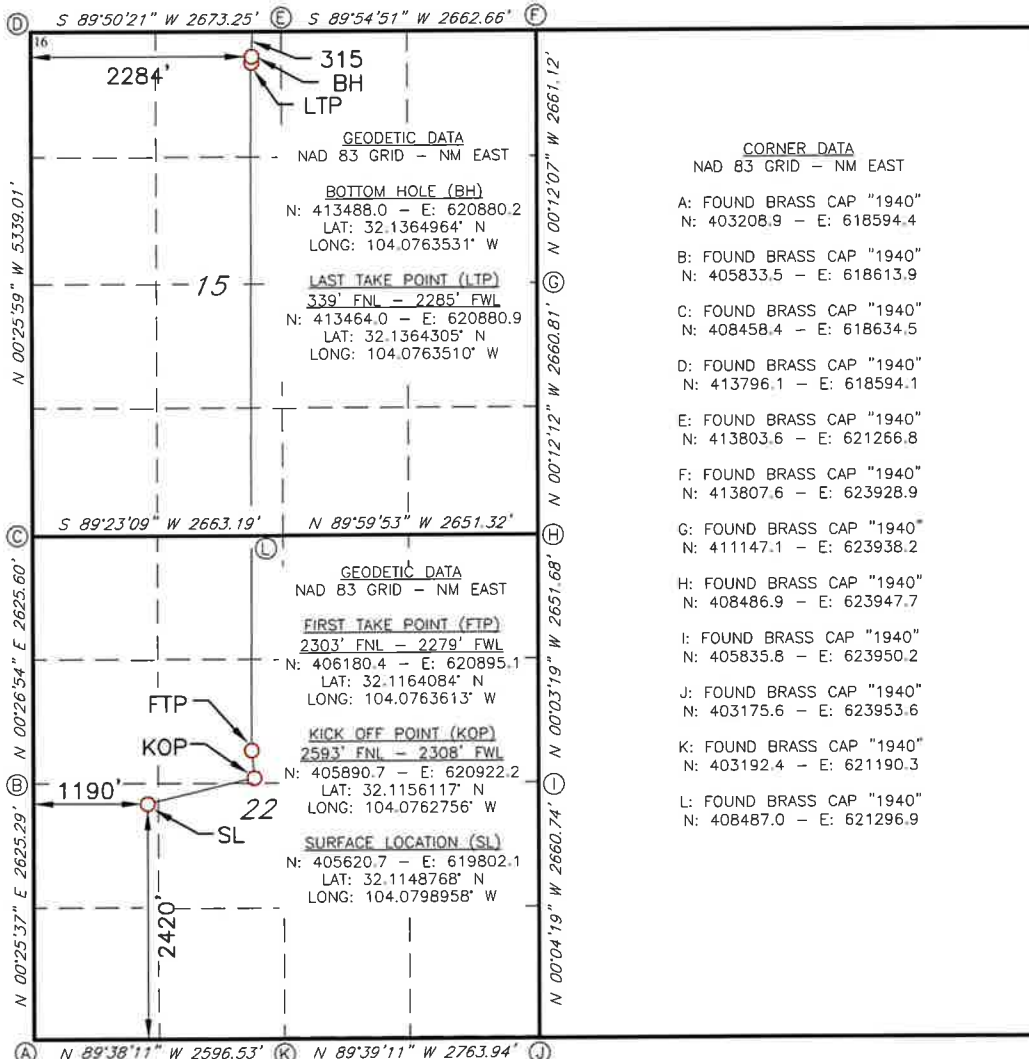
Form C-102  
Revised August 1, 2011  
Submit one copy to appropriate  
District Office

AMENDED REPORT  
AS DRILLED

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-015-47830</b>		<sup>2</sup> Pool Code <b>98220</b>		<sup>3</sup> Pool Name <b>PURPLE SAGE; WOLFCAMP (GAS)</b>					
<sup>4</sup> Property Code <b>329883</b>		<sup>5</sup> Property Name <b>BONANZA 22/15 W1FC FED COM</b>			<sup>6</sup> Well Number <b>2H</b>				
<sup>7</sup> GRID NO. <b>14744</b>		<sup>8</sup> Operator Name <b>MEWBOURNE OIL COMPANY</b>			<sup>9</sup> Elevation <b>2976'</b>				
<sup>10</sup> Surface Location									
UL or lot no. <b>L</b>	Section <b>22</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>2420</b>	North/South line <b>SOUTH</b>	Feet From the <b>1190</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no. <b>C</b>	Section <b>15</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>315</b>	North/South line <b>NORTH</b>	Feet from the <b>2284</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
<sup>12</sup> Dedicated Acres <b>480</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.						

No allowable will be assigned to this completion until all interest have been consolidated or a non-standard unit has been approved by the division.



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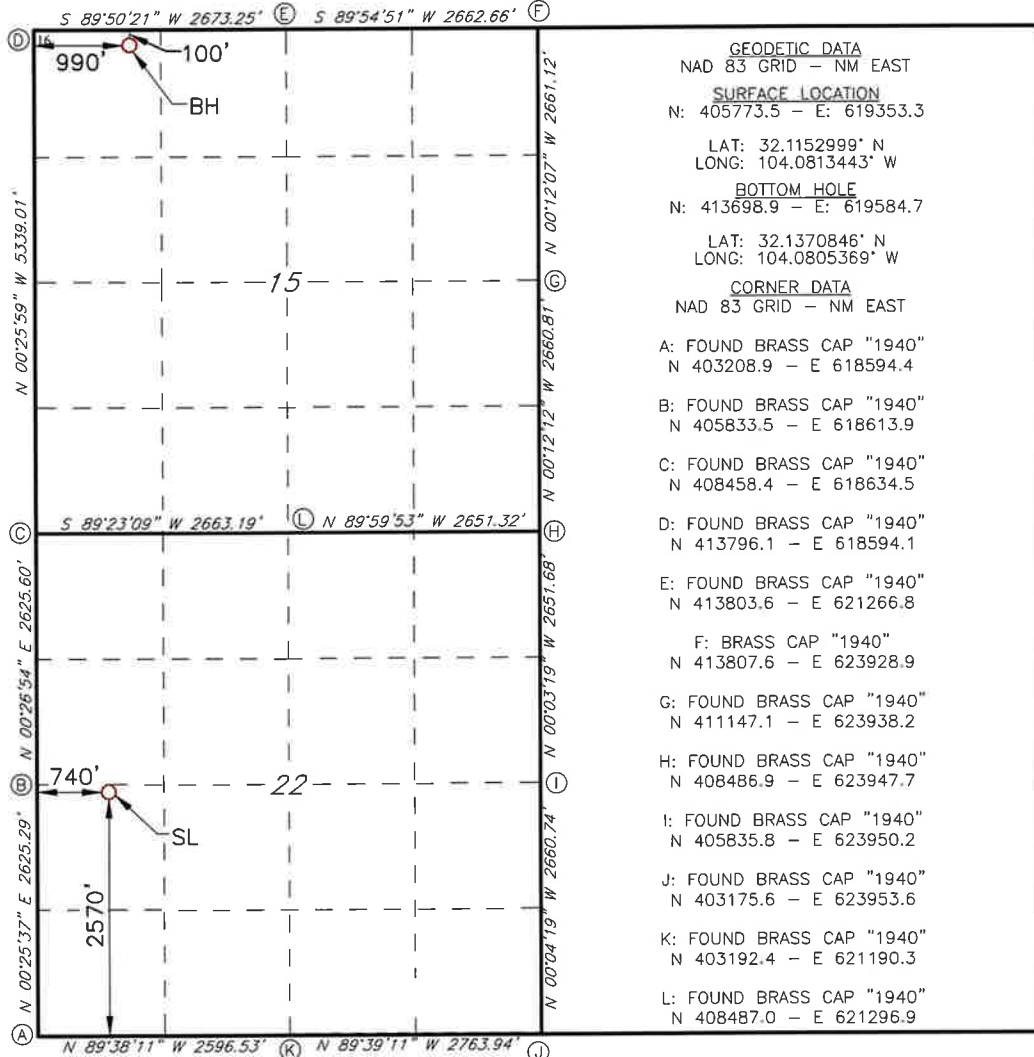
Form C-102  
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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number		2 Pool Code		3 Pool Name					
4 Property Code		5 Property Name <b>BONANZA 22/15 FED COM</b>						6 Well Number <b>552H</b>	
7 GRID NO.		8 Operator Name <b>MEWBOURNE OIL COMPANY</b>						9 Elevation <b>2980'</b>	
10 Surface Location									
UL or lot no. <b>L</b>	Section <b>22</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>2570</b>	North/South line <b>SOUTH</b>	Feet From the <b>740</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
11 Bottom Hole Location If Different From Surface									
UL or lot no. <b>D</b>	Section <b>15</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>100</b>	North/South line <b>NORTH</b>	Feet from the <b>990</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
12 Dedicated Acres	13 Joint or Infill	14 Consolidation Code		15 Order No.					

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

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_  
E-mail Address \_\_\_\_\_

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

**06/10/2024**  
Date of Survey

Signature and Seal of Professional Surveyor \_\_\_\_\_

**19680**  
Certificate Number



Job No: LS24060519

<p><b>C-102</b></p> <p>Submit Electronically Via OCD Permitting</p>	<p>State of New Mexico Energy, Minerals &amp; Natural Resources Department <b>OIL CONSERVATION DIVISION</b></p>	<p>Submittal Type:</p> <p><input type="checkbox"/> Initial Submittal</p> <p><input type="checkbox"/> Amended Report</p> <p><input type="checkbox"/> As Drilled</p>
---	---	--

**WELL LOCATION INFORMATION**

API Number	Pool Code	Pool Name
Property Code	Property Name	Well Number
OGRID No.	Operator Name	Ground Level Elevation
Surface Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal		Mineral Owner: <input type="checkbox"/> State <input type="checkbox"/> Fee <input type="checkbox"/> Tribal <input type="checkbox"/> Federal

**Surface Location**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
<b>L</b>	<b>22</b>	<b>25S</b>	<b>28E</b>		<b>2570 FSL</b>	<b>780 FWL</b>	<b>32.1152987°N</b>	<b>104.0812152°W</b>	<b>EDDY</b>

**Bottom Hole Location**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County
<b>C</b>	<b>15</b>	<b>25S</b>	<b>28E</b>		<b>100 FNL</b>	<b>2180 FWL</b>	<b>32.1370860°N</b>	<b>104.0766932°W</b>	<b>EDDY</b>

Dedicated Acres	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.			Well setbacks are under Common Ownership: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Kick Off Point (KOP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County


**First Take Point (FTP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County

**Last Take Point (LTP)**

UL	Section	Township	Range	Lot	Ft. from N/S	Ft. from E/W	Latitude	Longitude	County

Unitized Area or Area of Uniform Interest	Spacing Unit Type <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical	Ground Floor Elevation:
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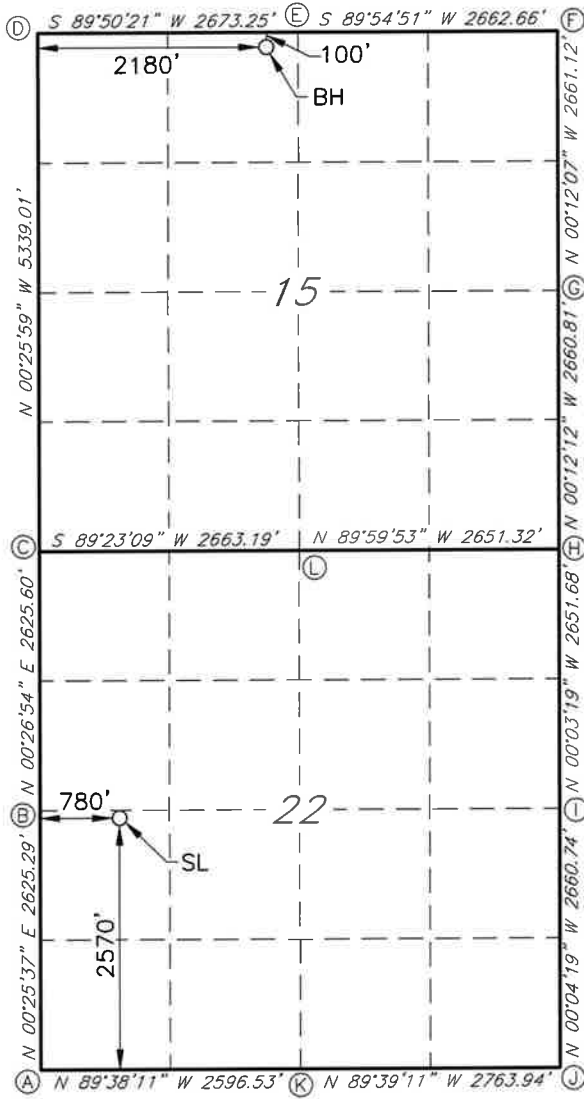
<p><b>OPERATOR CERTIFICATIONS</b></p> <p><i>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and, if the well is a vertical or directional well, that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of a working interest or unleased mineral interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</i></p> <p><i>If this well is a horizontal well, I further certify that this organization has received the consent of at least one lessee or owner of a working interest or unleased mineral interest in each tract (in the target pool or formation) in which any part of the well's completed interval will be located or obtained a compulsory pooling order from the division.</i></p>	<p><b>SURVEYOR CERTIFICATIONS</b></p> <p><i>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me under my supervision and that the same is true and correct to the best of my belief.</i></p> <div style="text-align: center;">  </div>
Signature _____ Date _____	Signature and Seal of Professional Surveyor <i>Robert M. Howett</i>
Printed Name _____	Certificate Number <b>19680</b> Date of Survey <b>03/12/2025</b>
Email Address _____	

*Note: 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.*

This grid represents a standard section. You may superimpose a non-standard section, or larger area, over this grid. Operators must outline the dedicated acreage in a red box, clearly show the well surface location and bottom hole location, if it is a directionally drilled, with the dimensions from the section lines in the cardinal directions. If this is a horizontal wellbore show on this plat the location of the First Take Point and Last Take Point, and the point within the Completed interval (other than the First Take Point or Last Take Point) that is closest to any outer boundary of the tract.

Surveyors shall use the latest United States government survey or dependent resurvey. Well locations will be in reference to the New Mexico Principal Meridian. If the land is not surveyed, contact the OCD Engineering Bureau. Independent subdivision surveys will not be acceptable.

**BONANZA 22/15 FED COM #874H**



GEODETTIC DATA  
 NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)  
 2570' FSL - 780' FWL SEC. 22  
 N: 405773.2 - E: 619393.3

LAT: 32.1152987° N  
 LONG: 104.0812152° W

BOTTOM HOLE (BH)  
 100' FNL - 2180' FWL SEC. 15  
 N: 413702.2 - E: 620774.4

LAT: 32.1370860° N  
 LONG: 104.0766932° W

CORNER DATA  
 NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1940"  
 N: 403208.9 - E: 618594.4

B: FOUND BRASS CAP "1940"  
 N: 405833.5 - E: 618613.9

C: FOUND BRASS CAP "1940"  
 N: 408458.4 - E: 618634.5

D: FOUND BRASS CAP "1940"  
 N: 413796.1 - E: 618594.1

E: FOUND BRASS CAP "1940"  
 N: 413803.6 - E: 621266.8

F: FOUND BRASS CAP "1940"  
 N: 413807.6 - E: 623928.9

G: FOUND BRASS CAP "1940"  
 N: 411147.1 - E: 623938.2

H: FOUND BRASS CAP "1940"  
 N: 408486.9 - E: 623947.7

I: FOUND BRASS CAP "1940"  
 N: 405835.8 - E: 623950.2

J: FOUND BRASS CAP "1940"  
 N: 403175.6 - E: 623953.6

K: FOUND BRASS CAP "1940"  
 N: 403192.4 - E: 621190.3

L: FOUND BRASS CAP "1940"  
 N: 408487.0 - E: 621296.9

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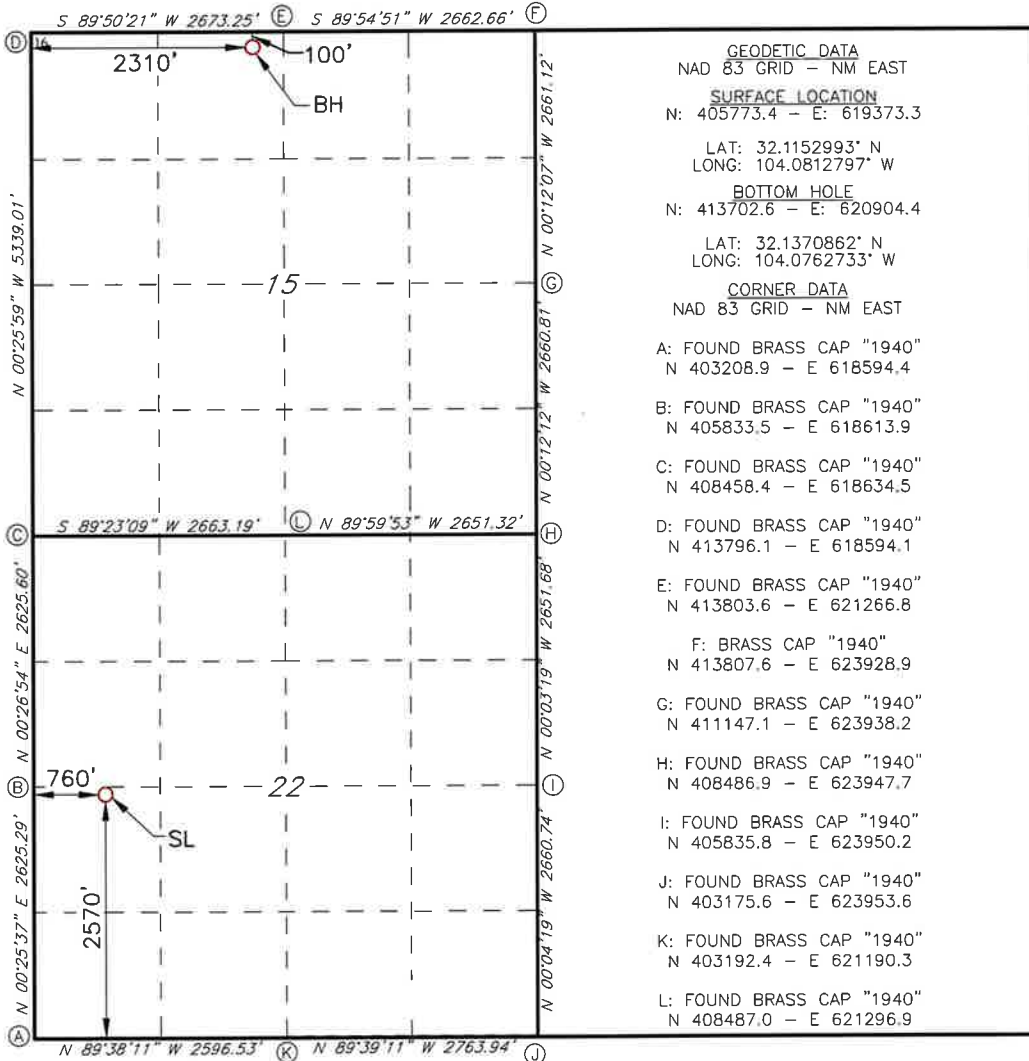
Form C-102  
Revised August 1, 2011  
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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number		2 Pool Code		3 Pool Name					
4 Property Code		5 Property Name <b>BONANZA 22/15 FED COM</b>						6 Well Number <b>554H</b>	
7 GRID NO.		8 Operator Name <b>MEWBOURNE OIL COMPANY</b>						9 Elevation <b>2980'</b>	
10 Surface Location									
UL or lot no. <b>L</b>	Section <b>22</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>2570</b>	North/South line <b>SOUTH</b>	Feet From the <b>760</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
11 Bottom Hole Location If Different From Surface									
UL or lot no. <b>C</b>	Section <b>15</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>100</b>	North/South line <b>NORTH</b>	Feet from the <b>2310</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
12 Dedicated Acres	13 Joint or Infill	14 Consolidation Code		15 Order No.					

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**18 SURVEYOR CERTIFICATION**  
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**06/10/2024**  
Date of Survey

Signature and Seal of Professional Surveyor \_\_\_\_\_

**19680**  
Certificate Number

Job No: LS24060520

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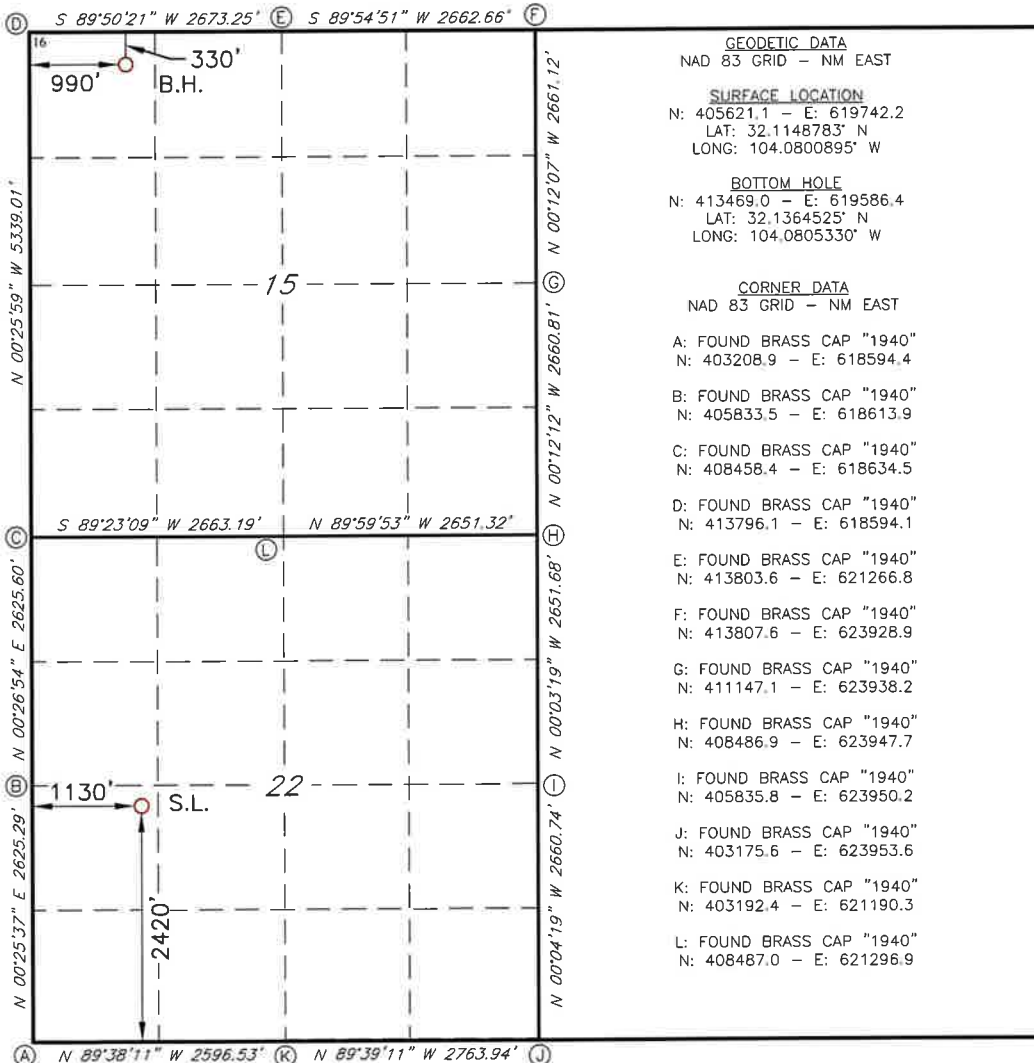
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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number		2 Pool Code		3 Pool Name					
4 Property Code		5 Property Name <b>BONANZA 22/15 WIED FED COM</b>						6 Well Number <b>2H</b>	
7 GRID NO.		8 Operator Name <b>MEWBOURNE OIL COMPANY</b>						9 Elevation <b>2976'</b>	
10 Surface Location									
UL or lot no. <b>L</b>	Section <b>22</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>2420</b>	North/South line <b>SOUTH</b>	Feet From the <b>1130</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
11 Bottom Hole Location If Different From Surface									
UL or lot no. <b>D</b>	Section <b>15</b>	Township <b>25S</b>	Range <b>28E</b>	Lot Idn	Feet from the <b>330</b>	North/South line <b>NORTH</b>	Feet from the <b>990</b>	East/West line <b>WEST</b>	County <b>EDDY</b>
12 Dedicated Acres	13 Joint or Infill	14 Consolidation Code		15 Order No.					

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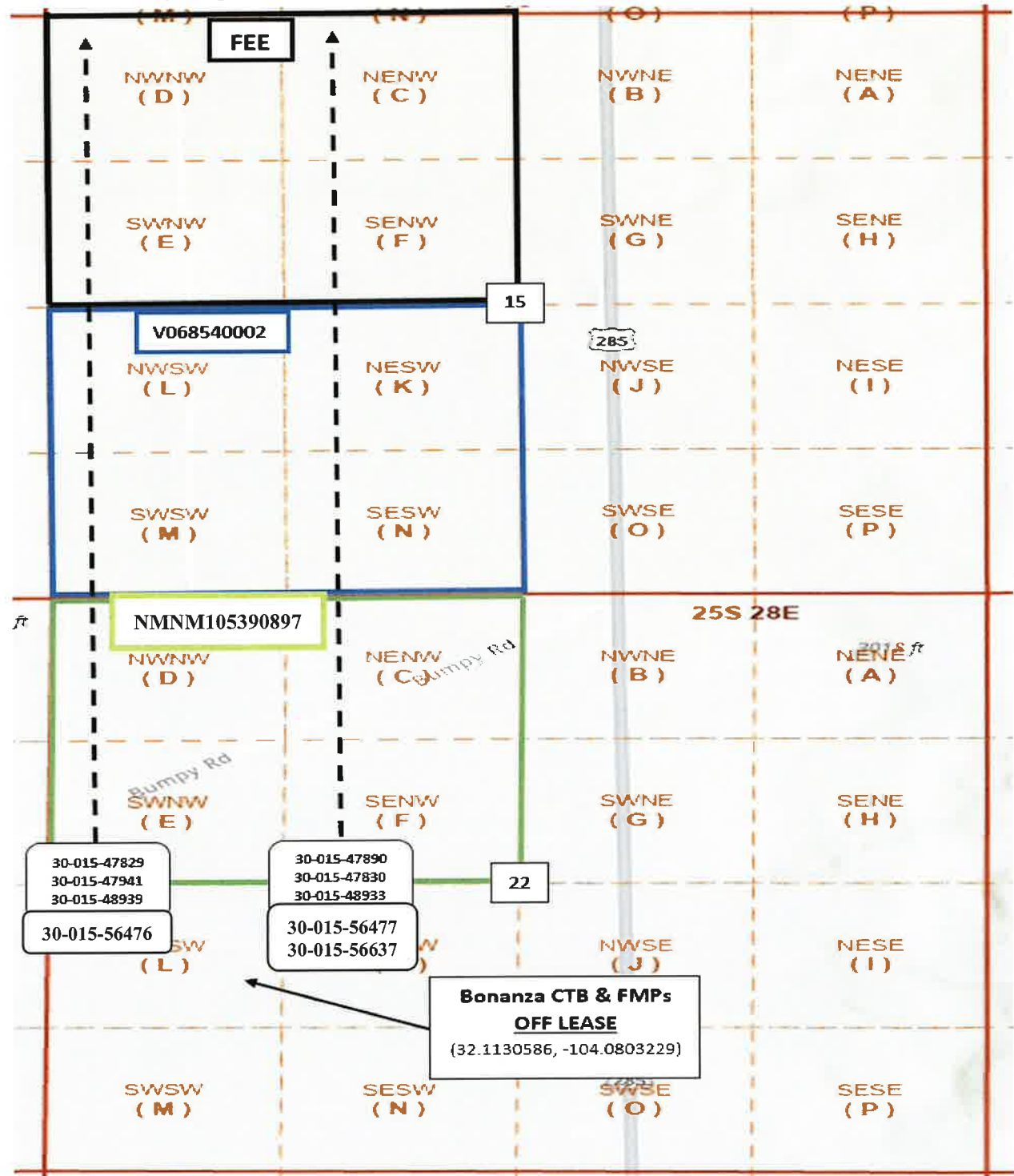
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**18 SURVEYOR CERTIFICATION**  
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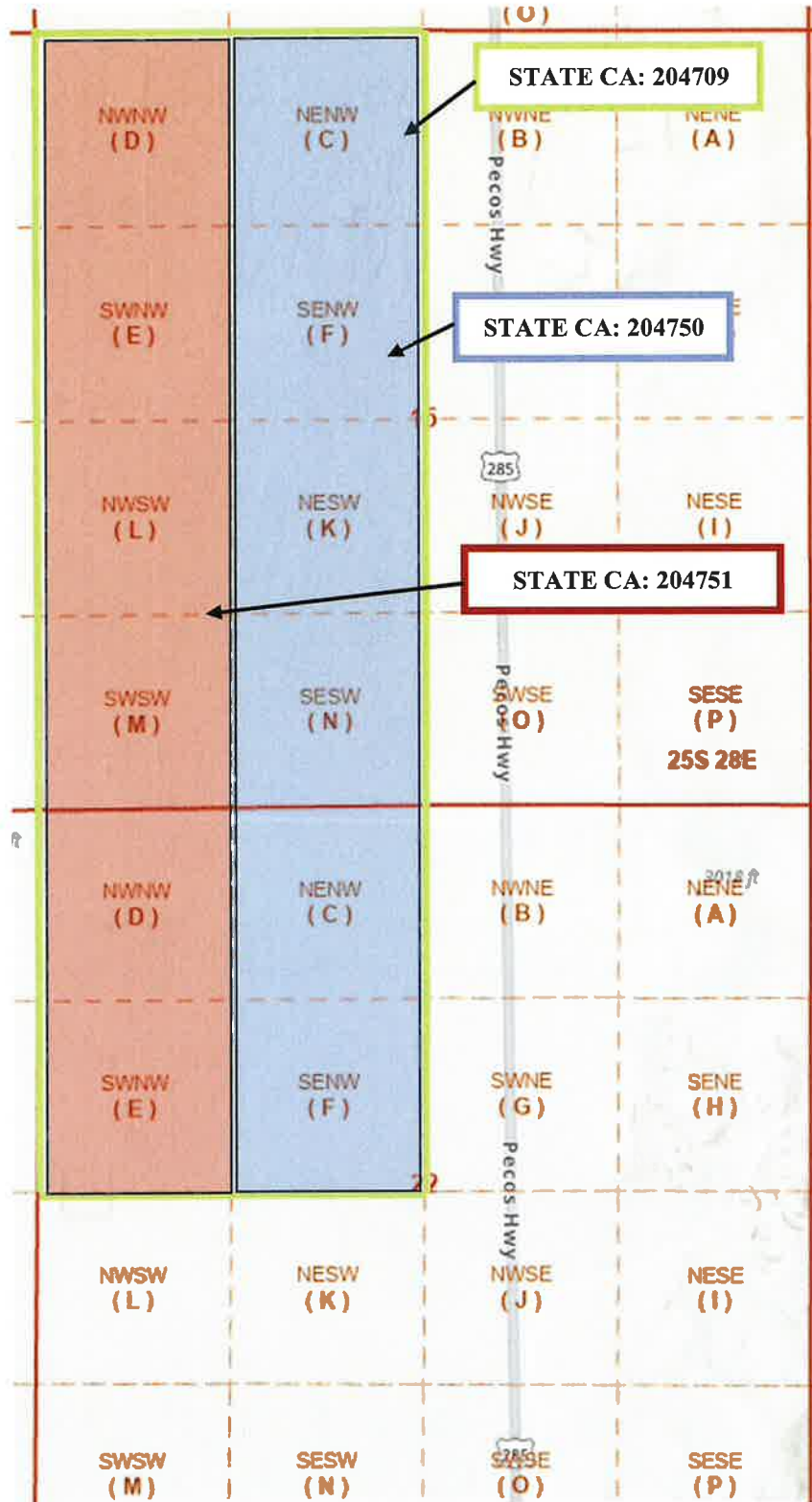
**08-22-2019**  
Date of Survey  
Signature and Seal of Professional Surveyor \_\_\_\_\_  
**19680**  
Certificate Number

RRC-Job No: LS19080843

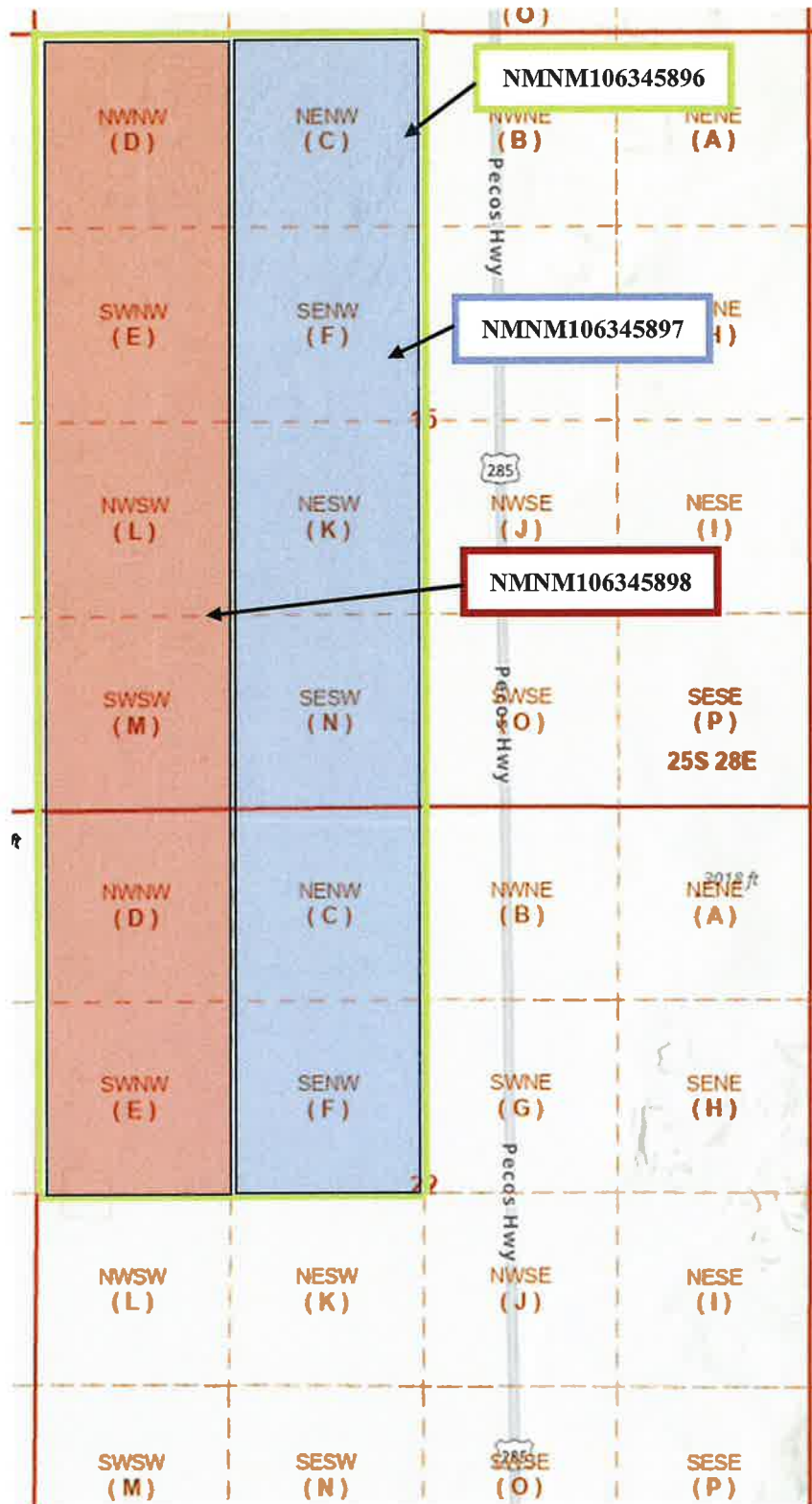
Lease Boundary Map:



MAP OF STATE CA'S



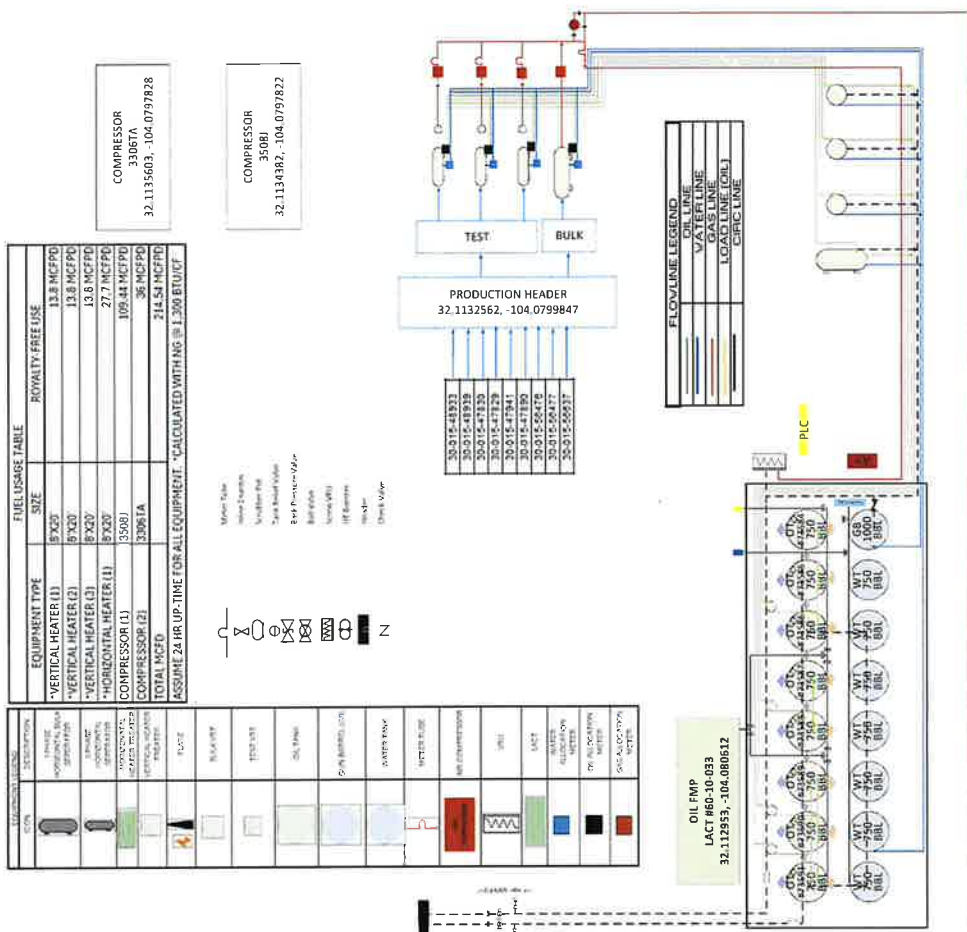
MAP OF FED CA'S



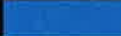


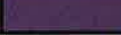
FACILITY

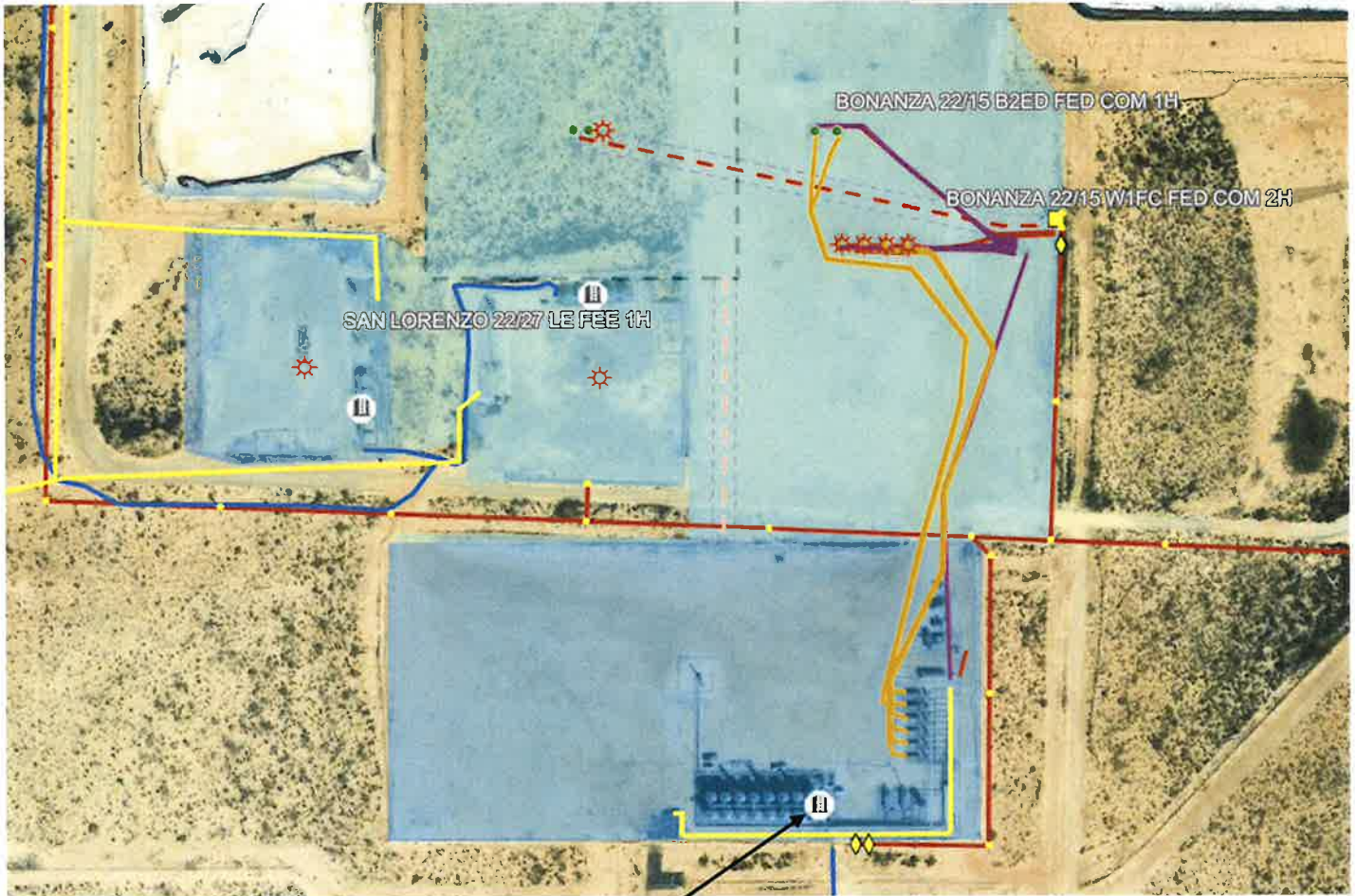
<b>BONANZA 22/15 W0ED FED COM #1H BATTERY CTB LOCATION</b> NWSW SECTION 22 TZ55 R28E, EDDY COUNTY, NEW MEXICO 32.112804 -104.080289		
Operator:	Mewbourne Oil Company	
Facility Name:	BONANZA 22/15 W0ED FED COM #1H BATTERY	
Facility Location:	S22, T25S, R28E, Eddy Co. NM	
Pool Name:	1550013AM LORING, BURE SPRING (8820)PUNTS SHG, WOLF CAMP (GS)	
Lease Breakdown	LEASES	CAS
	NMNM106390897	NMNM106345898
	V068540002	NMNM106345897
	FEE	NMNM106345896
<b>Wells in Facility</b>		
BONANZA 22/15 B2ED FED COM #1H	API #	30-015-48939
BONANZA 22/15 B2FC FED COM #1H		30-015-48933
BONANZA 22/15 W0ED FED COM #1H		30-015-47890
BONANZA 22/15 W0FC FED COM #1H		30-015-47829
BONANZA 22/15 W1ED FED COM #2H		30-015-47941
BONANZA 22/15 W1FC FED COM #2H		30-015-47830
BONANZA 22/15 FED COM #552H (H3ED)		3001556476
BONANZA 22/15 FED COM #554H (H3FC)		3001556477
BONANZA 22/15 FED COM #824H (W2FC)		3001556637
CIRCULATING VALVE #1    EQUALIZING VALVE #2    SALES VALVE #3    PRODUCTION VALVE #4		
SEAL REQUIREMENTS	SEAL CLOSED	SEAL OPEN
SALES PHASE	1, 2, 4	3
PRODUCTION PHASE	1, 2, 3	4

ETC GAS FMP  
MM #9410062  
32.112779 -104.080921



SATELLITE IMAGERY:

LINE LEDGEND	
	PRODUCTION FLOWLINE
	WATER LINE
	GAS LINE
	ELECTRICAL
	INJECTION LINE



**CTB & FMPs  
OFF LEASE ON FEE  
LEASE**  
(32.1130586, -104.0803229)

SATELITE IMAGERY:



DATE IN	SUSPENSE	ENGINEER	LOGGED IN	TYPE	APP NO.
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ABOVE THIS LINE FOR DIVISION USE ONLY

**NEW MEXICO OIL CONSERVATION DIVISION**

- Engineering Bureau -



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Application Acronyms:**

- [NSL-Non-Standard Location] [NSP-Non-Standard Proration Unit] [SD-Simultaneous Dedication]**
- [DHC-Downhole Commingling] [CTB-Lease Commingling] [PLC-Pool/Lease Commingling]**
- [PC-Pool Commingling] [OLS - Off-Lease Storage] [OLM-Off-Lease Measurement]**
- [WFX-Waterflood Expansion] [PMX-Pressure Maintenance Expansion]**
- [SWD-Salt Water Disposal] [IPI-Injection Pressure Increase]**
- [EOR-Qualified Enhanced Oil Recovery Certification] [PPR-Positive Production Response]**

[1] **TYPE OF APPLICATION** - Check Those Which Apply for [A]

- [A] Location - Spacing Unit - Simultaneous Dedication  
 NSL  NSP  SD

Check One Only for [B] or [C]

- [B] Commingling - Storage - Measurement  
 DHC  CTB  PLC  PC  OLS  OLM

- [C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery  
 WFX  PMX  SWD  IPI  EOR  PPR

- [D] Other: Specify \_\_\_\_\_

[2] **NOTIFICATION REQUIRED TO:** - Check Those Which Apply, or  Does Not Apply

- [A]  Working, Royalty or Overriding Royalty Interest Owners
- [B]  Offset Operators, Leaseholders or Surface Owner
- [C]  Application is One Which Requires Published Legal Notice
- [D]  Notification and/or Concurrent Approval by BLM or SLO  
U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office
- [E]  For all of the above, Proof of Notification or Publication is Attached, and/or,
- [F]  Waivers are Attached

[3] **SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED ABOVE.**

[4] **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no**

**action** will be taken on this application until the required information and notifications are submitted to the Division.

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

Drew Renner  
7/23/2025

Print or Type Name  
Date



Signature

Petroleum Engineer

Title

drenner@mewbourne.com  
e-mail Address

DATE IN	SUSPENSE	ENGINEER	LOGGED IN	TYPE	APP NO.
---------	----------	----------	-----------	------	---------

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- Engineering Bureau -



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Application Acronyms:**

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- [DHC-Downhole Commingling] [CTB-Lease Commingling] [PLC-Pool/Lease Commingling]**
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[1] **TYPE OF APPLICATION** - Check Those Which Apply for [A]

- [A] Location - Spacing Unit - Simultaneous Dedication  
 NSL  NSP  SD

Check One Only for [B] or [C]

- [B] Commingling - Storage - Measurement  
 DHC  CTB  PLC  PC  OLS  OLM

- [C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery  
 WFX  PMX  SWD  IPI  EOR  PPR

- [D] Other: Specify \_\_\_\_\_

[2] **NOTIFICATION REQUIRED TO:** - Check Those Which Apply, or  Does Not Apply

- [A]  Working, Royalty or Overriding Royalty Interest Owners
- [B]  Offset Operators, Leaseholders or Surface Owner
- [C]  Application is One Which Requires Published Legal Notice
- [D]  Notification and/or Concurrent Approval by BLM or SLO  
U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office
- [E]  For all of the above, Proof of Notification or Publication is Attached, and/or,
- [F]  Waivers are Attached

[3] **SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED ABOVE.**

[4] **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no**

**action** will be taken on this application until the required information and notifications are submitted to the Division.

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

Drew Renner  
7/23/2025

Print or Type Name  
Date



Signature

Petroleum Engineer

Title

drenner@mewbourne.com  
e-mail Address

DATE IN	SUSPENSE	ENGINEER	LOGGED IN	TYPE	APP NO.
---------	----------	----------	-----------	------	---------

ABOVE THIS LINE FOR DIVISION USE ONLY

**NEW MEXICO OIL CONSERVATION DIVISION**

- Engineering Bureau -



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

**Application Acronyms:**

- [NSL-Non-Standard Location] [NSP-Non-Standard Proration Unit] [SD-Simultaneous Dedication]**
- [DHC-Downhole Commingling] [CTB-Lease Commingling] [PLC-Pool/Lease Commingling]**
- [PC-Pool Commingling] [OLS - Off-Lease Storage] [OLM-Off-Lease Measurement]**
- [WFX-Waterflood Expansion] [PMX-Pressure Maintenance Expansion]**
- [SWD-Salt Water Disposal] [IPI-Injection Pressure Increase]**
- [EOR-Qualified Enhanced Oil Recovery Certification] [PPR-Positive Production Response]**

[1] **TYPE OF APPLICATION** - Check Those Which Apply for [A]

- [A] Location - Spacing Unit - Simultaneous Dedication  
 NSL  NSP  SD

Check One Only for [B] or [C]

- [B] Commingling - Storage - Measurement  
 DHC  CTB  PLC  PC  OLS  OLM

- [C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery  
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Drew Renner  
7/23/2025



Petroleum Engineer

Print or Type Name  
Date

Signature

Title

drenner@mewbourne.com  
e-mail Address

DATE IN	SUSPENSE	ENGINEER	LOGGED IN	TYPE	APP NO
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- [D] Other: Specify \_\_\_\_\_

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

Drew Renner  
7/23/2025

Print or Type Name  
Date



Signature

Petroleum Engineer

Title

drenner@mewbourne.com  
e-mail Address

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

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

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

OPERATOR NAME: Mewbourne Oil Company

OPERATOR ADDRESS: 4801 Business Park BLVD PO Box 5270 Hobbs NM 88240

APPLICATION TYPE:

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

LEASE TYPE:    Fee    State    Federal

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

**(A) POOL COMMINGLING**  
Please attach sheets with the following information

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
[53600] SAN LORENZO, BONE SPRING					
[98220] PURPLE SAGE, WOLFCAMP (GAS)					

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

**(B) LEASE COMMINGLING**  
Please attach sheets with the following information

- (1) Pool Name and Code.  
 (2) Is all production from same source of supply?    Yes    No  
 (3) Has all interest owners been notified by certified mail of the proposed commingling?    Yes    No  
 (4) Measurement type:    Metering    Other (Specify)

**(C) POOL and LEASE COMMINGLING**  
Please attach sheets with the following information

- (1) Complete Sections A and E.

**(D) OFF-LEASE STORAGE and MEASUREMENT**  
Please attached sheets with the following information

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

**(E) ADDITIONAL INFORMATION (for all application types)**  
Please attach sheets with the following information

- (1) A schematic diagram of facility, including legal location.

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

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

SIGNATURE:  TITLE: Petroleum Engineer DATE: 7/23/2025

TYPE OR PRINT NAME Drew Renner TELEPHONE NO.: 575-393-5905

E-MAIL ADDRESS: drenner@mewbourne.com

### Central Tank Battery

Well Name	Location	API #	Pool #	MCFPD	Dry BTU @ 14.73 PSI
<b>BONANZA 22/15 B2ED FED COM #1H</b>	1065' FWL & 2570' FSL, Sec 22 T25S R28E	30-015-48939	[53600] SAN LORENZO, BONE SPRING	~1530	~1260
<b>BONANZA 22/15 B2FC FED COM #1H</b>	2570' FSL & 1095' FWL, Sec 22 20 T25S R28E	30-015-48933	[53600] SAN LORENZO, BONE SPRING	~650	~1260
<b>BONANZA 22/15 FED COM #552H (H3ED)</b>	2570' FSL & 740' FWL, Sec 22 T25S R28E	30-015-56476	[53600] SAN LORENZO, BONE SPRING	*~2000	*~1260
<b>BONANZA 22/15 FED COM #554H (H3FC)</b>	2570' FSL & 760' FWL, Sec 22 T25S R28E	30-015-56477	[53600] SAN LORENZO, BONE SPRING	*~2000	*~1260
<b>BONANZA 22/15 FED COM #874H (W2FC)</b>	2570' FSL & 780' FWL, Sec 22 T25S R28E	30-015-56637	[98220] PURPLE SAGE, WOLFCAMP (GAS)	*~3000	*~1260
<b>BONANZA 22/15 W0ED FED COM #1H</b>	2420' FSL & 1160' FWL, Sec 22 T25S R28E	30-015-47890	[98220] PURPLE SAGE, WOLFCAMP (GAS)	~750	~1260
<b>BONANZA 22/15 W0FC FED COM #1H</b>	2420' FSL & 1130' FWL, Sec 22 T25S R28E	30-015-47829	[98220] PURPLE SAGE, WOLFCAMP (GAS)	~500	~1260
<b>BONANZA 22/15 W1ED FED COM #2H</b>	2420' FSL & 1100' FWL, Sec 22 T25S R28E	30-015-47941	[98220] PURPLE SAGE, WOLFCAMP (GAS)	~400	~1260
<b>BONANZA 22/15 W1FC FED COM #2H</b>	2420' FSL & 1190' FWL, Sec 22 T25S RT28E	30-015-47830	[98220] PURPLE SAGE, WOLFCAMP (GAS)	~350	~1260
*Anticipated MCFPD and BTU content for future wells.					

OWNER NAME	ADDRESS 1	CITY	STATE	ZIP CODE	CERTIFIED NUMBER
CHEVRON USA INC	P.O. BOX 2100	HOUSTON	Texas	77252	9414836208551286256782
COG OPERATING LLC	P O BOX 7500	BARTLESVILLE	Oklahoma	74005	9414836208551286256751
CONCHO OIL & GAS LLC	P O BOX 7500	BARTLESVILLE	Oklahoma	74005	9414836208551286256768
CONTANGO RESOURCES LLC	P O BOX 735060	DALLAS	Texas	75373	9414836208551286256775
DEVON ENERGY PRODUCTION CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY	Oklahoma	73102	9414836208551286256805
MONGOOSE MINERALS LLC	22295 NETWORK PLACE	CHICAGO	Illinois	60673	9414836208551286256812
NESTEGG ENERGY CORPORATION	2308 SIERRA VISTA RD	ARTESIA	New Mexico	88210	9414836208551286256829
NEW MEXICO STATE LAND OFFICE	310 OLD SANTA FE TRAIL	SANTA FE	New Mexico	87501	9414836208551286256836
NILO OPERATING COMPANY	P O BOX 4362	HOUSTON	Texas	77210	9414836208551286256867
NORTHERN OIL & GAS INC	4350 BAKER ROAD, SUITE 400	MINNETONKA	Minnesota	55343	9414836208551286256850
OFC OF NATURAL RESOURCES REV	P O BOX 25627	DENVER	Colorado	80225	9414836208551286256881
SHARBRO ENERGY LLC	P O BOX 840	ARTESIA	New Mexico	88211	9414836208551286256874
Bureau of Land Management	301 Dinosaur Trail	SANTA FE	NM	87508	9414836208551286256904

OWNERSHIP STATEMENT BY QUALIFIED PETROLEUM LANDMAN:

**19.15.12.7 DEFINITIONS:**

**A.** "Diverse ownership" means leases or pools have different working, royalty or overriding royalty interest owners or different ownership percentages of the same working, royalty or overriding royalty interest owners.

**B.** "Identical ownership" means leases or pools have the same working, royalty and overriding royalty owners in exactly the same percentages.

---

Ownership in pools and leases to be commingled is:

DIVERSE  (as defined in 19.15.12.7 A. NMAC)

IDENTICAL  (as defined in 19.15.12.7 B. NMAC)

Signed: 

Printed Name: Carson Cullen

Title: Petroleum Landman

Date: 08/15/2025



COMMISSIONER

Stephanie Garcia Richard

*State of New Mexico*  
**Commissioner of Public Lands**

310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

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

Carson Cullen  
Mewbourne Oil Co  
500 West Texas, Suite 1020  
Midland, TX 79701

December 18<sup>th</sup>, 2023

Re: Communitization Agreement Approval  
Bonanza 22 15 B2ED Federal Com #001H  
Vertical Extent: Bone Spring  
Township: 25 South, Range 28 East, NMPM  
Section 15: W2W2  
Section 22: W2NW4

Eddy County, New Mexico

Dear Mr. Cullen,

The Commissioner of Public Lands has this date approved the Bonanza 22 15 B2ED Federal Com #001H Communitization Agreement for the Bone Spring formation effective 9-01-2022. Enclosed are three Certificates of Approval.

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

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

If we may be of further service, please contact Joseph Thompson at (505) 827-5750.

Sincerely,

*Joseph Thompson*

Joseph Thompson  
Petroleum Specialist

**NEW MEXICO STATE LAND OFFICE**

**CERTIFICATE OF APPROVAL**

**COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Mewbourne Oil Co  
Bonanza 22 15 B2ED Federal Com #001H  
Bone Spring  
Township: 25 South, Range: 28 East, NMPM  
Section 15: W2W2  
Section 22: W2NW4**

**Eddy County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **September 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 18<sup>th</sup> day of December, 2023.

  
\_\_\_\_\_  
**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised June, 2022

ONLINE Version  
COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 15 - 48939

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:

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

Subdivisions W/2W/2 Section 15, W/2NW/4 Section 22

Sect(s) 15, 22, T 25S, R 28E, NMPM Eddy County, NM

containing 240 acres, more or less, and this agreement shall include only the

Bone Spring Formation

or pool, underlying said lands and the \_\_\_\_\_

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

2023 SEP 22 AM 10:37

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.
- 10. The date of this agreement is September Month 1st Day, 2022 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

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. Nondiscrimination: 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 Mewbourne Oil Company Lessees of Record \_\_\_\_\_

By Corey Mitchell \_\_\_\_\_  
Print name of person

Corey Mitchell, Attorney-in-Fact \_\_\_\_\_  
Type of authority

CC \_\_\_\_\_

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) SS)

This instrument was acknowledged before me on \_\_\_\_\_

DATE

By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in a Representative Capacity**

State of NM )

County of Eddy ) SS)

This instrument was acknowledged before me on 09/12/23

DATE

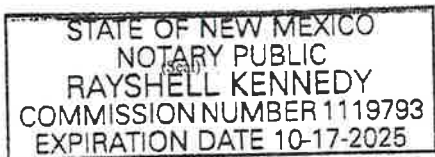
By Elizabeth Baker

Name(s) of Person(s)

as Attorney-in-Fact of Sharbro Energy, LLC

Type of authority, e.g., officer, trustee, etc

Name of party on behalf of whom instrument was executed



*Rayshell Kennedy*

Signature of Notarial Officer

My commission expires: 10/17/2025

2023 SEP 22 AM 10:37

Lease # and Lessee of Record: NMNM 121942 BY:

BEN J. WILSON, ATTORNEY-IN-FACT (Name and Title of Authorized Agent)  
for Chevron U.S.A. Inc.

[Signature] (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ Date By  
Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**

State of Texas )  
County of Harris )

This instrument was acknowledged before me on \_\_\_\_\_ Date: 9/13/2023 By:  
Ben J. Wilson, Attorney-in-Fact for Chevron U.S.A. Inc.  
Name(s) of Person(s)

[Signature]  
Signature of Notarial Officer

My commission expires: 2/1/2026



2023 SEP 22 AM 10:38








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. Nondiscrimination: 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 Mewbourne Oil Company Lessees of Record \_\_\_\_\_  
 By Corey Mitchell \_\_\_\_\_  
Print name of person  
District Exploration Manager \_\_\_\_\_  
Type of authority

Oxy U-1 Company  
  
James Laning  
Attorney-in-Fact

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

000788  
000000  
000000

000000000000

2023 SEP 22 AM 10:38

Lease # and Lessee of Record: NMNM-121942 Oxy 4-1 Company BY:  
James Laning, Attorney-in-Fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
  SS)  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ Date By  
Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**

State of Texas )  
  SS)  
County of Harris )

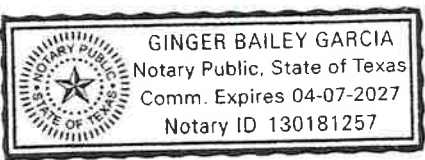
This instrument was acknowledged before me on September 19, 2023 Date: \_\_\_\_\_ By: \_\_\_\_\_

James Laning, Attorney-in-Fact of Oxy 4-1 Company, a New Mexico Corporation, on behalf of said corporation.  
Name(s) of Person(s)

(Seal)

[Signature]  
Signature of Notarial Officer

My commission expires: 4/7/2027

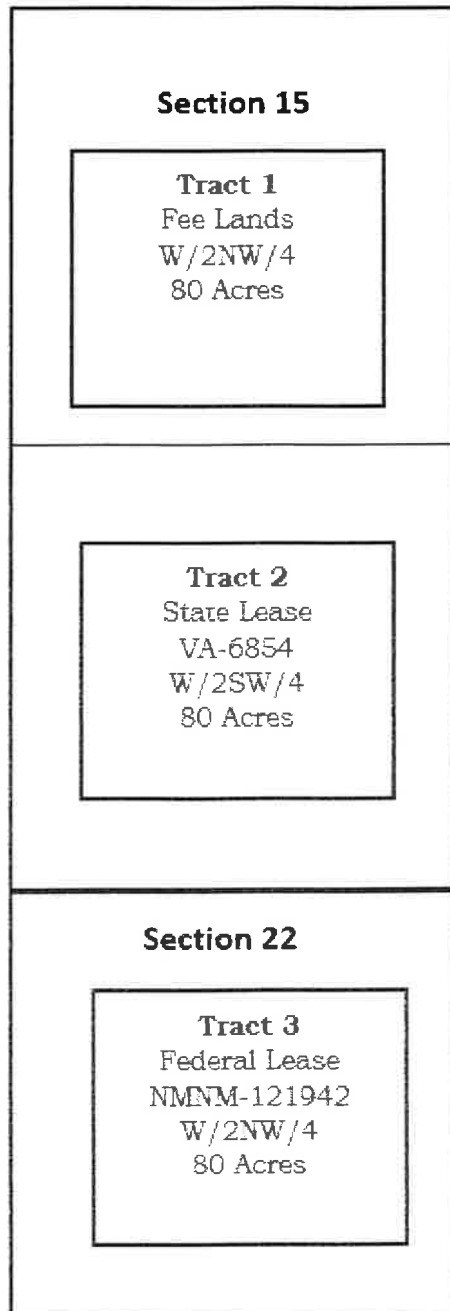


2023 SEP 22 AM 10:38

### EXHIBIT "A"

Plat of communitized area covering 240 acres in the W/2W/2 of Section 15 and W/2NW/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

#### Bonanza 22-15 Fed Com B2ED #1H - API# 30-15-48939



**EXHIBIT "B"**

To Communitization Agreement Dated September 1, 2022 embracing the following described land in the W/2W/2 of Section 15 and W/2NW/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

Operator of Communitized Area: Mewbourne Oil Company

**DESCRIPTION OF LEASES COMMITTED**

Lease No. 1:

State Lease No.: V-6854  
Date: July 1, 2003.  
Lessor: The State of New Mexico acting by and through its Commissioner of Public Lands  
Lessee: Devon Energy Production Company, L.P.  
Recorded: Book 519, page 820, Eddy County Records  
Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
Section 15: West-Half Southwest Quarter (W/2SW/4), containing 80 acres, more or less.

Name of Working Interest Owners: Mewbourne Oil Company  
ORRI Owners: Devon Energy Production Company, L.P.

Lease No. 2:

Date: August 1, 2007.  
Lessor: Devon Energy Production Company, L.P.  
Lessee: Chesapeake Exploration, LLC  
Recorded: Book 739, page 603, Eddy County Records  
Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
Section 15: West-Half Northwest Quarter (W/2NW/4), containing 80 acres, more or less.

Name of Working Interest Owners: Mewbourne Oil Company, Chevron U.S.A. Inc.  
ORRI Owners: Chevron U.S.A. Inc.

Lease No. 3:

Federal Lease No.: NMNM-121942  
Date: May 1, 2009.  
Lessor: United States of America  
  
Lessee: Yates Petroleum Corporation et al  
Recorded: Not recorded  
Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
Section 22: West-Half Northwest Quarter (W/2NW/4), containing 80 acres, more or less.

Name of Working Interest Owners: OXY Y-1 Company, Sharbro Energy, LLC  
ORRI Owners:

**EXHIBIT "B"**

To Communitization Agreement Dated September 1, 2022 embracing the following described land in the W/2W/2 of Section 15 and W/2NW/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

**RECAPITULATION**

<u>Lease No.</u>	<u>Number of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	33.333333%
2	80.00	33.333333%
3	80.00	33.333334%
Total	240.00	100.00000%



COMMISSIONER  
Stephanie Garcia Richard

*State of New Mexico*  
**Commissioner of Public Lands**

310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE  
Phone (505) 827-5760  
Fax (505) 827-5766  
www.nmstatelands.org

Carson Cullen  
Mewbourne Oil Co  
500 West Texas, Suite 1020  
Midland, TX 79701

October 3<sup>rd</sup>, 2023

Re: Communitization Agreement Approval  
Bonanza 22 15 B2GB State Com #001H  
Vertical Extent: Bone Spring  
Township: 25 South, Range 28 East, NMPM  
Section 15: W2E2  
Section 22: W2NE4

Eddy County, New Mexico

Dear Mr. Cullen,

The Commissioner of Public Lands has this date approved the Bonanza 22 15 B2GB State Com #001H Communitization Agreement for the Bone Spring formation effective 03-01-2022. Enclosed are three Certificates of Approval.

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

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

If we may be of further service, please contact Joseph Thompson at (505) 827-5750.

Sincerely,

*Joseph Thompson*

Joseph Thompson  
Petroleum Specialist

**NEW MEXICO STATE LAND OFFICE**

CERTIFICATE OF APPROVAL

**COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Mewbourne Oil Co  
Bonanza 22 15 B2GB State Com #001H  
Bone Spring  
Township: 25 South, Range: 28 East, NMPM  
Section 15: W2E2  
Section 22: W2NE4**

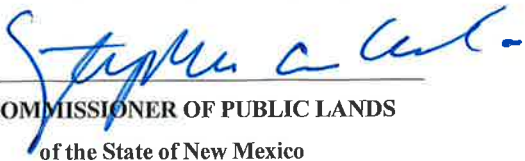
**Eddy County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 3<sup>rd</sup> day of October, 2023.

  
COMMISSIONER OF PUBLIC LANDS  
of the State of New Mexico

**NM State Land Office  
Oil, Gas, & Minerals Division**

**STATE/STATE OR  
STATE/FEE**  
Revised December 2021

**COMMUNITIZATION AGREEMENT**

ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS: API #: 30-0 15 - 49944

STATE OF NEW MEXICO ) Well Name: BONANZA 22-15 B2GB STATE COM #001H  
                                  ) ssj

COUNTY OF EDDY )

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1<sup>st</sup> production) MARCH 1ST, 2022, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the BONE SPRING formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

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 undersigned as follows:

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

Subdivisions: W/2E/2 SECTION 15, W/2NE/4 SECTION 22

Of Sect(s): 15, 22 Twp:      Rng:      NMPM EDDY County, NM

Containing 240 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

December 9, 2021

State/State

2023 SEP 25 AM 10:17

4. MEWBOURNE OIL COMPANY shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by MEWBOURNE OIL COMPANY.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as 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, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

State/State

December 9, 2021

2023 SEP 25 AM 10:17

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

MEWBOURNE OIL COMPANY  
OPERATOR: \_\_\_\_\_

STATE OF NEW MEXICO  
December 9, 2021

State/State

2023 SEP 25 AM 10:17

OPERATOR: MEWBOURNE OIL COMPANY

BY: Corey Mitchell Attorney-In-Fact (Name and Title of Authorized Agent)

Corey Mitchell (Signature of Authorized Agent)  
CC

**Acknowledgment in an Individual Capacity**

State of Texas )  
 )  
County of Midland )  
 )

This instrument was acknowledged before me on \_\_\_\_\_ Date  
By \_\_\_\_\_  
Name(s) of Person(s)

(Seal) \_\_\_\_\_ Signature of Notarial Officer  
My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**

State of \_\_\_\_\_ )  
 )  
County of \_\_\_\_\_ )  
 )

This instrument was acknowledged before me on \_\_\_\_\_ Date : \_\_\_\_\_  
By: \_\_\_\_\_  
Name(s) of Person(s)

(Seal) \_\_\_\_\_ Signature of Notarial Officer  
My commission expires: \_\_\_\_\_

ONLINE  
version  
December 9, 2021

State/State

2023 SEP 25 AM 10:17  
5

Lease # and Lessee of Record: Lease #3, NMNM-121942

BY: Elizabeth Baker, A-I-F (Name and Title of Authorized Agent)

Elizabeth Baker (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of )  
 )  
County of )

This instrument was acknowledged before me on \_\_\_\_\_ Date  
By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

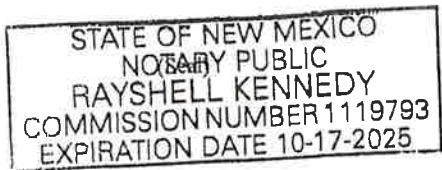
**Acknowledgment in an Representative Capacity**

State of NM )  
 )  
County of Eddy )

This instrument was acknowledged before me on \_\_\_\_\_ Date: 09/12/23

By: Elizabeth Baker

Name(s) of Person(s)



Rayshell Kennedy  
Signature of Notarial Officer

My commission expires: 10/17/2025

ONLINE  
version  
December 9, 2021

State/State

2023 SEP 25 AM 10:17

Lease # and Lessee of Record: NMNM-121942 Oxy 4-1 Company  
BY: James Laning, Attorney-in-fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
  ) SS)  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ Date  
By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

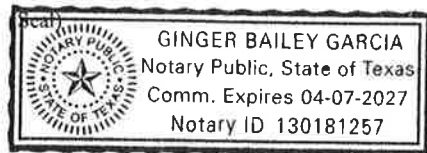
**Acknowledgment in an Representative Capacity**

State of Texas )  
  ) SS)  
County of Harris )

This instrument was acknowledged before me on September 19, 2023 Date:  
By: James Laning, Attorney-in-Fact of Oxy 4-1 company, a New Mexico Corporation, on behalf of said corporation,  
[Signature]

Name(s) of Person(s)

\_\_\_\_\_  
Signature of Notarial Officer



My commission expires: 4/7/2027

State/State

NOTARY PUBLIC  
STATE OF TEXAS  
December 9, 2021

2023 SEP 25 AM 10:17

Lease # and Lessee of Record: VA-3054

BY: BEN J. WILSON, ATTORNEY-IN-FACT (Name and Title of Authorized Agent)  
for Chevron U.S.A. Inc.

[Signature] (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
  SS)  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ Date

By \_\_\_\_\_  
Name(s) of Person(s)  
  
\_\_\_\_\_  
(Seal) Signature of Notarial Officer

My commission expires: \_\_\_\_\_

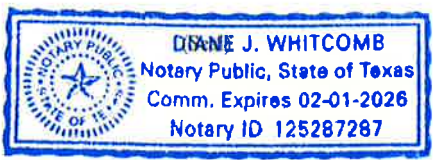
**Acknowledgment in an Representative Capacity**

State of Texas )  
  SS)  
County of Harris )

This instrument was acknowledged before me on \_\_\_\_\_ Date: 9/13/2023

By: BEN J. Wilson, Attorney-in-fact of Chevron U.S.A. Inc.  
Name(s) of Person(s)

[Signature]  
Signature of Notarial Officer



My commission expires: 2/1/2026

Notary Public  
December 9, 2021

State/State

2023 SEP 25 9:10 AM 17

Lease # and Lessee of Record: EOG Resources, Inc. BY:

Matthew W Smith - Agent & Attorney in Fact (Name and Title of Authorized Agent)

[Signature] (Signature of Authorized Agent)

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
SS)

County of \_\_\_\_\_ )

This instrument was acknowledged before me on

Date By

Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**

State of Texas )  
SS)

County of Midland )

This instrument was acknowledged before me on

Date: 9/19/23 By: .

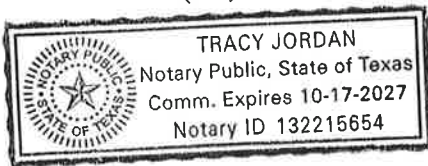
Matthew W Smith - Agent & Attorney in Fact EOG Resources Inc.

Name(s) of Person(s)

(Seal)

Tracy Jordan  
Signature of Notarial Officer

My commission expires: 10-17-2027



2023 SEP 25 AM 10:17

**EXHIBIT A**

Attached to and made a part of that Communitization Agreement dated March 1<sup>st</sup>, 2022,  
by and between Mewbourne Oil Company, (Operator) \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, (Record Title Holders/Lessees of Record) covering  
the Subdivisions : W/2E/2 Section 15, W/2NE/4 Section 22

Sect(s): 15, 22, Twnshp 25S, Rnge: 28E, NMPM Eddy County, NM  
Limited in depth from \_\_\_\_\_ ft to \_\_\_\_\_ ft. (enter here what is granted in pooling order if  
applicable)

OPERATOR of Communitized Area: Mewbourne Oil Company

**DESCRIPTION OF LEASES COMMITTED:**

**TRACT NO. 1**

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands

Lessee of Record: EOG Resources, Inc

Serial No. of Lease: VA-3054-1 Date of Lease: 02/01/2004

Description of Lands Committed:

Subdivisions: W/2NE/4

Sect(s): 22 Twnshp: 25S, Rng: 28E NMPM Eddy County NM

No. of Acres: 80

**TRACT NO. 2**

Lessor: Devon Energy Production Company

Lessee of Record: Mewbourne Oil Company, Chevron U.S.A. Inc.

Serial No. of Lease: \_\_\_\_\_ Date of Lease: 08/01/2007

Description of Lands Committed:

Subdivisions: W/2E/2

Sect(s): 15 Twnshp: 25S Rng: 28E NMPM Eddy County, NM

No. of Acres: 160

ONLINE version August, 2021 State/State

2023 SEP 25 AM 10:17

**TRACT NO. 3**

Lessor: \_\_\_\_\_

Lessee of Record: \_\_\_\_\_

Serial No. of Lease: \_\_\_\_\_ Date of Lease: \_\_\_\_\_

Description of Lands Committed:

Subdivisions: \_\_\_\_\_

Sect(s): \_\_\_\_\_ Twnshp: \_\_\_\_\_ Rng: \_\_\_\_\_ NMPM \_\_\_\_\_ County, NM

No. of Acres: \_\_\_\_\_

**TRACT NO. 4**

Lessor: \_\_\_\_\_

Lessee of Record: \_\_\_\_\_

Serial No. of Lease: \_\_\_\_\_ Date of Lease: \_\_\_\_\_

Description of Lands Committed:

Subdivisions: \_\_\_\_\_

Sect(s): \_\_\_\_\_ Twnshp: \_\_\_\_\_ Rng: \_\_\_\_\_ NMPM \_\_\_\_\_ County, NM

No. of Acres: \_\_\_\_\_

**RECAPITULATION**

<b>Tract number</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest In Communitized Area (Must equal 100%)</b>
No. 1	80 _____	33.33% _____
No. 2	160 _____	66.67% _____
No. 3	_____	_____
No. 4	_____	_____
<b>TOTALS</b>	_____	_____

ONLINE  
VERSION  
August, 2021

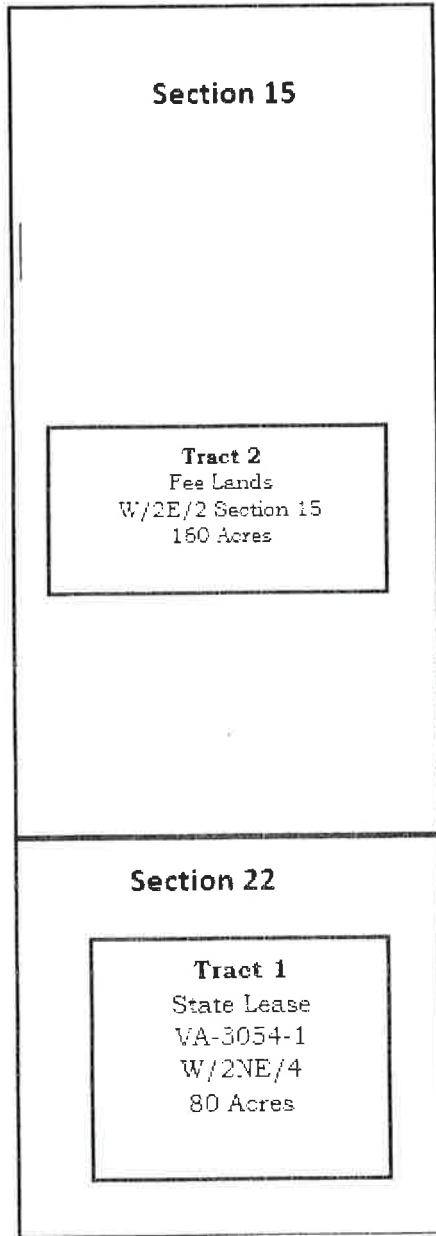
State/State

2025 SEP 25 AM 10:17  
8

**EXHIBIT "A"**

Plat of communitized area covering 240 acres in the W/2E/2 of Section 15 and W/2NE/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

**Bonanza 22-15 State Com B2GB #1H - API# 30-15-49944**



2023 SEP 25 AM 10:17



COMMISSIONER  
Stephanie Garcia Richard

*State of New Mexico*  
**Commissioner of Public Lands**  
310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE  
Phone (505) 827-5760  
Fax (505) 827-5766  
www.nmstatelands.org

Carson Cullen  
Mewbourne Oil Co  
500 West Texas, Suite 1020  
Midland, TX 79701

August 8<sup>th</sup>, 2023

Re: Communitization Agreement Approval  
Bonanza 22 15 W0GB State Com #001H  
Vertical Extent: Wolfcamp  
Township: 25 South, Range 28 East, NMPM  
Section 15: E2  
Section 22: NE4

Eddy County, New Mexico

Dear Mr. Cullen,

The Commissioner of Public Lands has this date approved the Bonanza 22 15 W0GB State Com #001H Communitization Agreement for the Wolfcamp formation effective 06-01-2022. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

*B. Lamkin*

Baylen Lamkin  
Petroleum Specialist Supervisor

**NEW MEXICO STATE LAND OFFICE**

**CERTIFICATE OF APPROVAL**

**COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Mewbourne Oil Co  
Bonanza 22 15 W0GB State Com #001H  
Wolfcamp  
Township: 25 South, Range: 28 East, NMPM  
Section 15: E2  
Section 22: NE4**

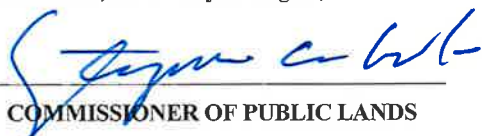
**Eddy County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 8<sup>th</sup> day of August, 2023.

  
\_\_\_\_\_  
**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/STATE OR  
STATE/FEE  
Revised December 2021

COMMUNITIZATION AGREEMENT  
ONLINE Version

KNOW ALL PERSONS BY THESE PRESENTS:

STATE OF NEW MEXICO ) Well Name: Bonanza 22-15 W0GB State Com #1H API# 30-015-48536  
                                  ) Bonanza 22-15 W0HA State Com #1H API# 30-015-48535  
                                  ) Bonanza 22-15 W1GB State Com #1H API# 30-015-48538  
COUNTY OF EDDY        ) Bonanza 22-15 W1HA State Com #1H API# 30-015-48537

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of (date before 1<sup>st</sup> production) June 1st, 2022, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State Trust Lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Trust Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized areas on an acreage or other basis found by the Commissioner of Public Lands to be fair and equitable.

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, and all such State leases are required to remain in good standing and compliant with State laws, rules & regulations, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Wolfcamp formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

December 9, 2021

State/State

2023 JUN -2 AM 10:26

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 undersigned as follows:

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

Subdivisions: E/2 (Section 15), NE/4 (Section 22)

Of Sect(s): 15, 22 Twp: 25-S Rng: 28-E NMPM Eddy County, NM

Containing 480 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases and depths described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "communitized substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit A showing the acreage, depths communitized and ownership (Lessees of Record) of all leases within the communitized area.

2. 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 leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 5, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

2023 JUN -2 AM 10:27

4. Mewbourne Oil Company shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Mewbourne Oil Company.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

8. The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as 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, and regulations; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized

2023 JUN -2 AM 10:27

area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such 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.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OPERATOR: Mewbourne Oil Company

OPERATOR: Mewbourne Oil Company

BY: Corey Mitchell, Attorney-In-Fact (Name and Title of Authorized Agent)

Corey Mitchell (Signature of Authorized Agent)  
CC

**Acknowledgment in an Individual Capacity**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ Date  
By \_\_\_\_\_

Name(s) of Person(s)

(Seal)

\_\_\_\_\_  
Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in an Representative Capacity**

State of Texas )  
County of Midland )

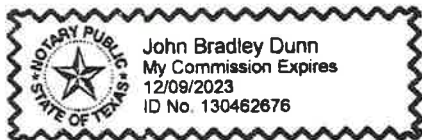
This instrument was acknowledged before me on \_\_\_\_\_ Date : 9/1/2022  
By: Corey Mitchell, Attorney-In-Fact

Name(s) of Person(s)

(Seal)

John Bradley Dunn  
Signature of Notarial Officer

My commission expires: 12/9/2023




ONLINE  
version  
December 9, 2021

State/State

2023 JUN -2 AM 10:27

**EOG RESOURCES, INC.**  
(Record Title Owner)

DATE: 5/17/23

By:  Matthew W Smith

Title: Agent ~ Attorney-in-Fact

**DEVON ENERGY PRODUCTION  
COMPANY, L.P.**  
(Record Title Owner)

DATE: \_\_\_\_\_

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

Title: \_\_\_\_\_

2023 JUN -2 AM 10:27

**EOG RESOURCES, INC.**  
(Record Title Owner)

DATE: \_\_\_\_\_

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

Title: \_\_\_\_\_

**DEVON ENERGY PRODUCTION  
COMPANY, L.P.**  
(Record Title Owner)

DATE: 4-26-2023

 \_\_\_\_\_

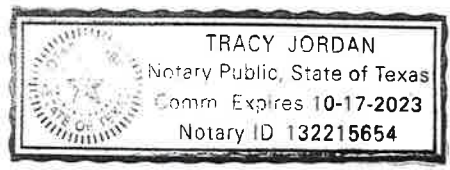
By: David M. Korell

Title: Land Manager

2023 JUN -2 AM 10:27

STATE OF Texas  
COUNTY OF Midland

This instrument was acknowledged before me on this 17<sup>th</sup> day of May, 2023 by Matthew W Smith, as Agent/Attorney in Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.



Tracy Jordan  
Notary Public  
My Commission Expires: 10-17-2023

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **Devon Energy Production Company, LP**, a \_\_\_\_\_ limited partnership on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **Northern Oil & Gas, Inc.**, a \_\_\_\_\_ corporation on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

2023 JUN -2 AM 10:27

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this 26<sup>th</sup> day of April, 2023 by David M. Korell, as Land Manager of **Devon Energy Production Company, LP**, a Oklahoma limited partnership on behalf of said limited partnership.



Cynthia Sheldon  
Notary Public  
My Commission Expires: 11-25-2025

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **Northern Oil & Gas, Inc.**, a \_\_\_\_\_ corporation on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

2023 JUN -2 AM 10:27

**EXHIBIT "A"**

Attached to the Communitization Agreement dated June 1, 2022  
embracing Township 25 South, Range 28 East, N.M.P.M.,  
Section 22: (NE/4)  
Section 15: (E/2),  
Eddy County, New Mexico

**OPERATOR OF COMMUNITIZED AREA:**

**Mewbourne Oil Company**

**DESCRIPTION OF LEASES COMMITTED**

**Tract No. 1**

Lease Date: August 1, 2007.  
Lessor: Devon Energy Production Company, LP  
Lessee: Chesapeake Exploration, L.L.C.  
Description of Land Committed: **Township 25 South, Range 28 East, N.M.P.M.**  
Section 15: W/2E/2, NE/4SE/4  
Eddy County, New Mexico  
Number of Acres: 200.00 acres

**Tract No. 2**

Lease Serial No.: V-6854.  
Lease Date: July 1, 2003.  
Lessor: State of New Mexico.  
Original Lessee: Southwestern Energy Production Company  
Current Lessee: Devon Energy Production Company, LP  
Description of Land Committed: **Township 25 South, Range 28 East, N.M.P.M.**  
Section 15: E/2NE/4, SE/4SE/4  
Eddy County, New Mexico  
Number of Acres: 120.00 acres

2023 JUN -2 AM 10:27

**Tract No. 3**

Lease Serial No.: VA-3054.  
 Lease Date: February 1, 2004.  
 Lessor: State of New Mexico.  
 Original Lessee: Yates Petroleum Corporation.  
 Present Lessee: EOG Resources, Inc.  
 Description of Land Committed: **Township 25 South, Range 28 East, N.M.P.M.**  
 Section 22: NE/4  
 Eddy County, New Mexico  
 Number of Acres: 160.00 acres

**RECAPITULATION**

<b>Tract No.</b>	<b>No. of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
1	200.00	41.666667%
2	120.00	25.000000%
3	160.00	33.333333%
<b>Total</b>	<b>480.00</b>	<b>100.000000%</b>

### EXHIBIT "A"

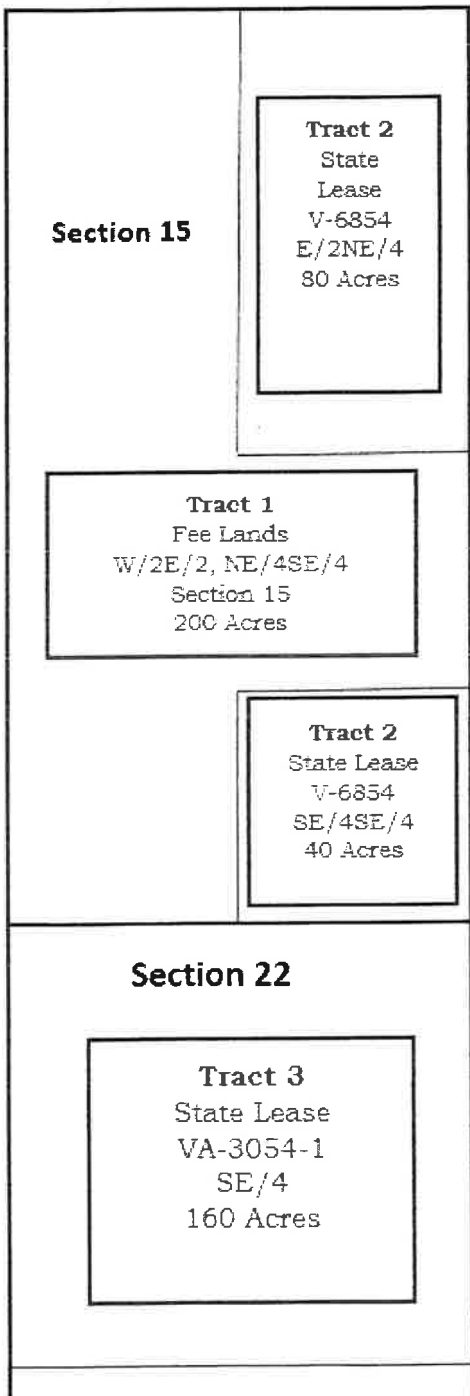
Plat of communitized area covering 480 acres in the E/2 of Section 15 and NE/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

Bonanza 22-15 Fed Com W0GB #1H - API# 30-15-48536

Bonanza 22-15 Fed Com W1GB #1H - API# 30-15-48538

Bonanza 22-15 Fed Com W0HA #1H - API# 30-15-48535

Bonanza 22-15 Fed Com W1HA #1H - API# 30-15-48537





# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
New Mexico State Office  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508  
<https://www.blm.gov/new-mexico>

In Reply Refer To:  
NMNM106345898  
3105.2 (NM920)

Reference:  
Communitization Agreement  
Bonanza 22-15 Fed Com B2ED 1H  
Section 15: W2W2  
Section 22: W2NW  
T.25 S., R.28 E., N.M.P.M.  
Eddy County, NM

Mewbourne Oil Co.  
500 W. Texas Ave. Suite 1020  
Midland TX 79701

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM106345898 involving 80.00 acres of Federal land in lease NMNM121942, 80.00 acres of state land, and 80.00 acres of fee land, Eddy County, New Mexico, which comprise a 240.00 acre well spacing unit.

The agreement communitizes all rights to oil and gas from the Bone Spring formation beneath the W2W2 of Sec. 15 and the W2NW of Sec. 22 of T. 25 S., R. 28 E., NMPM, Eddy County, NM, and is effective October 1, 2022. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue. Please direct questions regarding royalty payments and production reports to your primary contacts at the Office of Natural Resources Revenue (ONRR). If unknown, please use ONRR's website, <https://onrr.gov/about/contact>, to identify the correct contact for your company or to find a general contact to get started.

If you have any questions regarding this approval, please contact Jordan Yawn by email at jyawn@blm.gov or by phone (505) 954-2138. Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

Edward  
Fernandez For

Digitally signed by  
Edward Fernandez For  
Date: 2024.05.28  
09:26:36 -06'00'

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

1 Enclosure:  
1 - Communitization Agreement

cc:  
ONRR, Denver  
NM Taxation & Revenue Dept. (Revenue Processing Div.)  
NMOCD  
NM (P0220-CFO, File Room)  
NMSO (NM925, File)  
NM STATE LAND COMM.

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 266(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM106345898 involving Federal Lease(s) NMNM121942. This Communitization Agreement is in Sec. 15 and 22, T. 25 S., R. 28 E., NMPM, Eddy County, New Mexico, for production of oil and gas producible from the Bone Spring Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto. In addition, approval of this agreement does not warrant or certify that the State or Patented land descriptions and acreages are consistent with the latest survey for those lands.

This approval is granted subject to the condition that the requirements of Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982 be satisfied for all wells drilled anywhere within the communitized area.

Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982, as implemented by the applicable provisions of the operating regulations at Title 43 CFR 3162.4-1(c), requires that "not later than the 5th business day after any well begins production on which royalty is due anywhere on a leases site or allocated to a lease site, or resumes production in the case of a well which has been off production for more than 90 days, the operator shall notify the authorized officer by letter or sundry notice, Form 3160-5, or orally to be followed by a letter or sundry notice, of the date on which such production has begun or resumed."

The date on which production is commenced or resumed will be construed for oil wells as the date on which liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which liquid hydrocarbons are first produced into a permanent storage facility, whichever first occurs; and, for gas wells, as the date on which associated liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which gas is first measured through permanent metering facilities, whichever first occurs.

If you fail to comply with this requirement in the manner and time allowed, you shall be liable for civil penalties for each day such violation continues, not to exceed a maximum of 20 days. See Section 109(c)(3) of the Federal Oil and Gas Royalty Management Act of 1982 and the implementing regulations at Title 43 CFR 3163.2(e)(2).

**Edward  
Fernandez For** Digitally signed by Edward  
Fernandez For  
Date: 2024.05.28 09:26:55  
-06'00'

---

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

Effective: October 1, 2022  
Contract No.: NMNM106345898

RECEIVED  
DEC - 1 2023  
BLM, NMSO  
SANTA FE

Federal Communitization Agreement

Contract No. NMNM 106345898

THIS AGREEMENT entered into as of the 1st day of October, 2022, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

**Township 25 South, Range 28 East, N.M.P.M.:**

W2W2 of Section 15 and W2NW4 of Section 22, Eddy County, New Mexico

Containing **240.00** 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 such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Mewbourne Oil Company, 500 W. Texas Avenue, Suite 1020, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and operating rights owners in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

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

area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

Mewbourne Oil Company  
Operator

By: Corey Mitchell  
Operator/Attorney-in-Fact CC

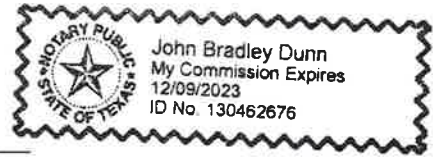
\_\_\_\_\_ Date

**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this 28<sup>th</sup> day of November, 2023, before me, a Notary Public for the State of Texas, personally appeared Corey Mitchell, known to me to be the Attorney-In-Fact for Mewbourne Oil Company, a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)  
12/9/2023  
My Commission Expires



John Bradley Dunn  
Notary Public

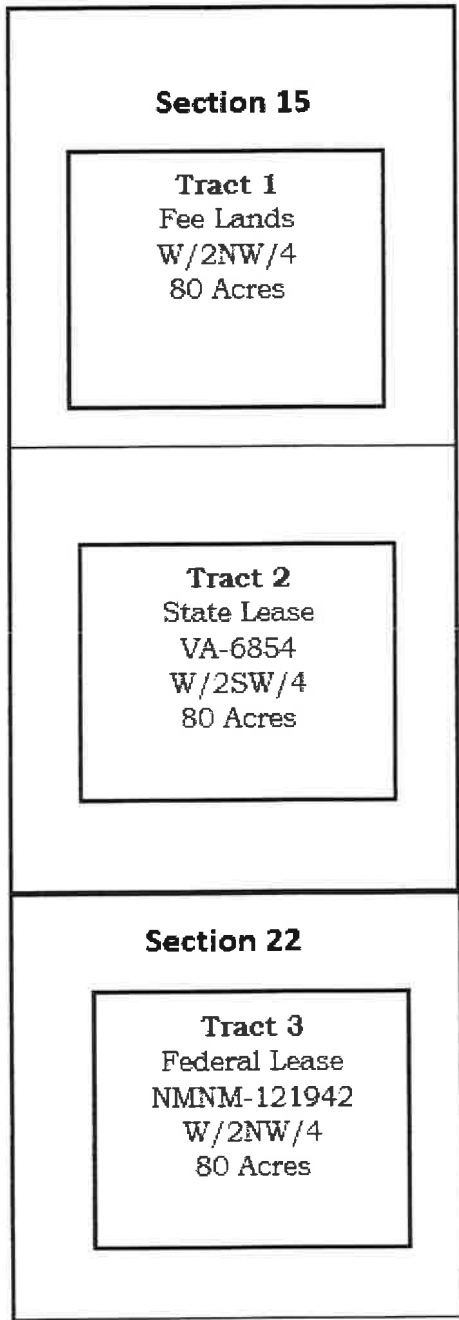




### EXHIBIT "A"

Plat of communitized area covering 240 acres in the W/2W/2 of Section 15 and W/2NW/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

**Bonanza 22-15 Fed Com B2ED #1H - API# 30-15-48939**



**EXHIBIT "B"**

To Communitization Agreement Dated October 1, 2022 embracing the following described land in the W/2W/2 of Section 15 and W/2NW/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

Operator of Communitized Area: Mewbourne Oil Company

**DESCRIPTION OF LEASES COMMITTED**

Lease No. 1:

State Lease No.: V-6854  
Date: July 1, 2003.  
Lessor: The State of New Mexico acting by and through its Commissioner of Public Lands  
Lessee: Devon Energy Production Company, L.P.  
Recorded: Book 519, page 820, Eddy County Records  
Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
Section 15: Southwest Quarter (SW/4), containing 160 acres, more or less.  
Name of Working Interest Owners: Mewbourne Oil Company

Lease No. 2:

Date: August 1, 2007.  
Lessor: Devon Energy Production Company, L.P.  
Lessee: Chesapeake Exploration, LLC  
Recorded: Book 739, page 603, Eddy County Records  
Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
Section 15: Northwest Quarter (NW/4), containing 160 acres, more or less.  
Name of Working Interest Owners: Mewbourne Oil Company, Chevron U.S.A. Inc.

Lease No. 3:

Federal Lease No.: NMNM-121942  
Date: May 1, 2009.  
Lessor: United States of America  
Lessee: OXY Y-1 Company, EOG Resources, Inc.  
Recorded: Not recorded  
Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
Section 22: Northwest Quarter (NW/4), containing 160 acres, more or less.  
Name of Working Interest Owners: OXY Y-1 Company, Sharbro Energy, LLC, Mewbourne Oil Company

**RECAPITULATION**

<u>Lease No.</u>	<u>Number of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	33.333333%
2	80.00	33.333333%
3	80.00	33.333334%
Total	240.00	100.00000%



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
New Mexico State Office  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508  
<https://www.blm.gov/new-mexico>

In Reply Refer To:  
NMNM106345897  
3105.2 (NM920)

Reference:  
Communitization Agreement  
Bonanza 22-15 Fed Com B2FC 1H  
Section 15: E2W2  
Section 22: E2NW  
T.25 S., R.28 E., N.M.P.M.  
Eddy County, NM

Mewbourne Oil Co.  
500 W. Texas Ave. Suite 1020  
Midland TX 79701

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM106345897 involving 80.00 acres of Federal land in lease NMNM121942, 80.00 acres of state land, and 80.00 acres of fee land, Eddy County, New Mexico, which comprise a 240.00 acre well spacing unit.

The agreement communitizes all rights to oil and gas from the Bone Spring formation beneath the E2W2 of Sec. 15 and the E2NW of Sec. 22 of T. 25 S., R. 28 E., NMPM, Eddy County, NM, and is effective October 1, 2022. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue. Please direct questions regarding royalty payments and production reports to your primary contacts at the Office of Natural Resources Revenue (ONRR). If unknown, please use ONRR's website, <https://onrr.gov/about/contact>, to identify the correct contact for your company or to find a general contact to get started.

If you have any questions regarding this approval, please contact Jordan Yawn by email at jyawn@blm.gov or by phone (505) 954-2138. Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

**Edward  
Fernandez For**

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

Digitally signed by  
Edward Fernandez For  
Date: 2024.05.28  
09:24:02 -06'00'

1 Enclosure:  
1 - Communitization Agreement

cc:  
ONRR, Denver  
NM Taxation & Revenue Dept. (Revenue Processing Div.)  
NMOCD  
NM (P0220-CFO, File Room)  
NMSO (NM925, File)  
NM STATE LAND COMM.

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 266(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM106345897 involving Federal Lease(s) NMNM121942. This Communitization Agreement is in Sec. 15 and 22, T. 25 S., R. 28 E., NMPM, Eddy County, New Mexico, for production of oil and gas producible from the Bone Spring Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto. In addition, approval of this agreement does not warrant or certify that the State or Patented land descriptions and acreages are consistent with the latest survey for those lands.

This approval is granted subject to the condition that the requirements of Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982 be satisfied for all wells drilled anywhere within the communitized area.

Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982, as implemented by the applicable provisions of the operating regulations at Title 43 CFR 3162.4-1(c), requires that "not later than the 5th business day after any well begins production on which royalty is due anywhere on a leases site or allocated to a lease site, or resumes production in the case of a well which has been off production for more than 90 days, the operator shall notify the authorized officer by letter or sundry notice, Form 3160-5, or orally to be followed by a letter or sundry notice, of the date on which such production has begun or resumed."

The date on which production is commenced or resumed will be construed for oil wells as the date on which liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which liquid hydrocarbons are first produced into a permanent storage facility, whichever first occurs; and, for gas wells, as the date on which associated liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which gas is first measured through permanent metering facilities, whichever first occurs.

If you fail to comply with this requirement in the manner and time allowed, you shall be liable for civil penalties for each day such violation continues, not to exceed a maximum of 20 days. See Section 109(c)(3) of the Federal Oil and Gas Royalty Management Act of 1982 and the implementing regulations at Title 43 CFR 3163.2(e)(2).

Edward  
Fernandez For

Digitally signed by  
Edward Fernandez For  
Date: 2024.05.28 09:24:19  
-06'00'

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

Effective: October 1, 2022  
Contract No.: NMNM106345897

RECEIVED  
DEC - 1 2023  
BLM, NMSO  
SANTA FE

Federal Communitization Agreement

Contract No. NMMN 106345897

THIS AGREEMENT entered into as of the 1st day of October, 2022, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WITNESSETH:

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

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

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

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

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

**Township 25 South, Range 28 East, N.M.P.M.:**

E2W2 of Section 15 and E2NW4 of Section 22, Eddy County, New Mexico

Containing **240.00** 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 such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Mewbourne Oil Company, 500 W. Texas Avenue, Suite 1020, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and operating rights owners in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

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

area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is October 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

Mewbourne Oil Company  
Operator

11-28-2023  
Date

By: Corey Mitchell  
Operator/Attorney-in-Fact CC

### ACKNOWLEDGEMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this 28<sup>th</sup> day of November, 2023, before me, a Notary Public for the State of Texas, personally appeared Corey Mitchell, known to me to be the Attorney-In-Fact for Mewbourne Oil Company, a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

12/9/2023  
My Commission Expires



John Bradley Dunn  
Notary Public



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

EOG Resources, Inc.

Date: 10/25/23

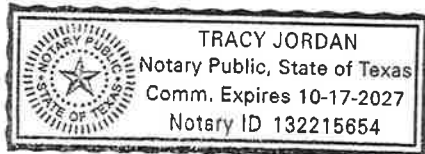
By: [Signature]  
Print: Matthew W Smith  
Title: Agent + Attorney in Fact  
ka

ACKNOWLEDGEMENT

STATE OF Texas )  
 ) ss.  
COUNTY OF Midland )

This instrument was acknowledged before me, a Notary Public, for the State of Texas on October 25 of 2023, by Matthew W Smith, known to me to be the Agent + Attorney in Fact of EOG Resources, Inc., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



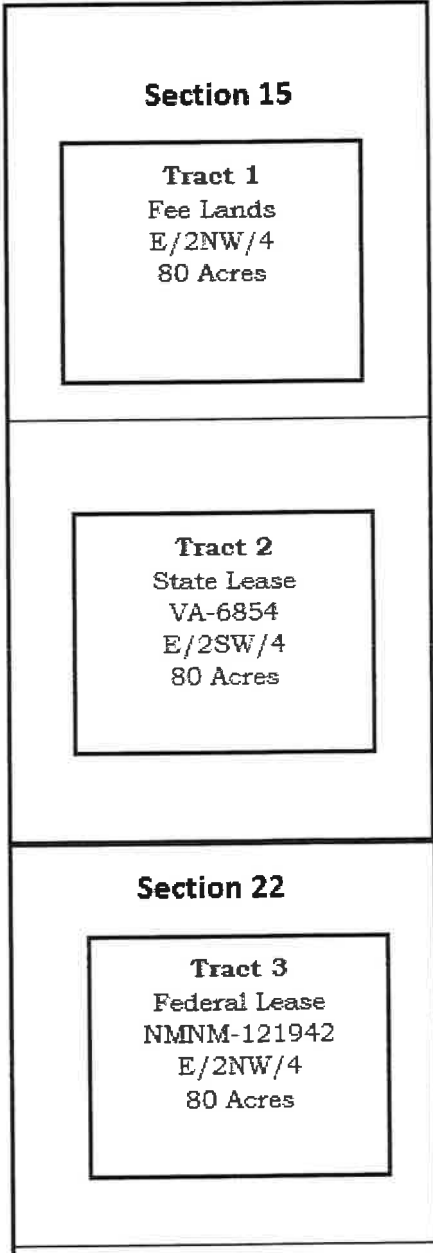
10-17-2027  
My Commission Expires

Tracy Jordan  
Notary Public

**EXHIBIT "A"**

Plat of communitized area covering 240 acres in the E/2W/2 of Section 15 and E/2NW/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

**Bonanza 22-15 Fed Com B2FC #1H - API# 30-15-48933**



**EXHIBIT "B"**

To Communitization Agreement Dated October 1, 2022 embracing the following described land in the E/2W/2 of Section 15 and E/2NW/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

Operator of Communitized Area: Mewbourne Oil Company

**DESCRIPTION OF LEASES COMMITTED**

Lease No. 1:

State Lease No.: V-6854  
Date: July 1, 2003.  
Lessor: The State of New Mexico acting by and through its Commissioner of Public Lands  
Lessee: Devon Energy Production Company, L.P.  
Recorded: Book 519, page 820, Eddy County Records  
Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
Section 15: Southwest Quarter (SW/4), containing 160 acres, more or less.  
Name of Working Interest Owners: Mewbourne Oil Company

Lease No. 2:

Date: August 1, 2007.  
Lessor: Devon Energy Production Company, L.P.  
Lessee: Chesapeake Exploration, LLC  
Recorded: Book 739, page 603, Eddy County Records  
Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
Section 15: Northwest Quarter (NW/4), containing 160 acres, more or less.  
Name of Working Interest Owners: Mewbourne Oil Company, Chevron U.S.A. Inc.

Lease No. 3:

Federal Lease No.: NMNM-121942  
Date: May 1, 2009.  
Lessor: United States of America  
Lessee: OXY Y-1 Company, EOG Resources, Inc.  
Recorded: Not recorded  
Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
Section 22: Northwest Quarter (NW/4), containing 160 acres, more or less.  
Name of Working Interest Owners: OXY Y-1 Company, Sharbro Energy, LLC, Mewbourne Oil Company

**RECAPITULATION**

<u>Lease No.</u>	<u>Number of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	33.333333%
2	80.00	33.333333%
3	80.00	33.333334%
Total	240.00	100.00000%



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
New Mexico State Office  
301 Dinosaur Trail  
Santa Fe, New Mexico 87508  
<https://www.blm.gov/new-mexico>

In Reply Refer To:  
NMNM106345896  
3105.2 (NM920)

Reference:  
Communitization Agreement  
Bonanza 22-15 Fed Com W0ED 1H  
Bonanza 22-15 Fed Com W1ED 2H  
Bonanza 22-15 Fed Com W0FC 1H  
Bonanza 22-15 Fed Com W1FC 2H  
Section 15: W2  
Section 22: NW  
T.25 S., R.28 E., N.M.P.M.  
Eddy County, NM

Mewbourne Oil Co.  
500 W. Texas Ave. Suite 1020  
Midland TX 79701

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM106345896 involving 160.00 acres of Federal land in lease NMNM121942, 160.00 acres of state land, and 160.00 acres of fee land, Eddy County, New Mexico, which comprise a 480.00 acre well spacing unit.

The agreement communitizes all rights to oil and gas from the Wolfcamp formation beneath the W2 of Sec. 15 and the NW of Sec. 22 of T. 25 S., R. 28 E., NMPM, Eddy County, NM, and is effective September 1, 2021. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Approval of this agreement does not constitute an adjudication of any state, local government, or private interests, and does not constitute a warranty or certification that the information supplied by the party submitting this agreement regarding any private, state, or local government interests is accurate.

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue. Please direct questions regarding royalty payments and production reports to your primary contacts at the Office of Natural Resources Revenue

(ONRR). If unknown, please use ONRR's website, <https://onrr.gov/about/contact>, to identify the correct contact for your company or to find a general contact to get started.

If you have any questions regarding this approval, please contact Jordan Yawn by email at [jyawn@blm.gov](mailto:jyawn@blm.gov) or by phone (505) 954-2138. Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

**Edward  
Fernandez For**

Digitally signed by  
Edward Fernandez For  
Date: 2024.05.28  
09:22:44 -06'00'

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

1 Enclosure:  
1 - Communitization Agreement

cc:  
ONRR, Denver  
NM Taxation & Revenue Dept. (Revenue Processing Div.)  
NMOCD  
NM (P0220-CFO, File Room)  
NMSO (NM925, File)  
NM STATE LAND COMM.

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 266(j), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM106345896 involving Federal Lease(s) NMNM121942. This Communitization Agreement is in Sec. 15 and 22, T. 25 S., R. 28 E., NMPM, Eddy County, New Mexico, for production of oil and gas producible from the Wolfcamp Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto. In addition, approval of this agreement does not warrant or certify that the State or Patented land descriptions and acreages are consistent with the latest survey for those lands.

This approval is granted subject to the condition that the requirements of Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982 be satisfied for all wells drilled anywhere within the communitized area.

Section 102(b)(3) of the Federal Oil and Gas Royalty Management Act of 1982, as implemented by the applicable provisions of the operating regulations at Title 43 CFR 3162.4-1(c), requires that "not later than the 5th business day after any well begins production on which royalty is due anywhere on a leases site or allocated to a lease site, or resumes production in the case of a well which has been off production for more than 90 days, the operator shall notify the authorized officer by letter or sundry notice, Form 3160-5, or orally to be followed by a letter or sundry notice, of the date on which such production has begun or resumed."

The date on which production is commenced or resumed will be construed for oil wells as the date on which liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which liquid hydrocarbons are first produced into a permanent storage facility, whichever first occurs; and, for gas wells, as the date on which associated liquid hydrocarbons are first sold or shipped from a temporary storage facility, such as a test tank, and for which a run ticket is required to be generated, or the date on which gas is first measured through permanent metering facilities, whichever first occurs.

If you fail to comply with this requirement in the manner and time allowed, you shall be liable for civil penalties for each day such violation continues, not to exceed a maximum of 20 days. See Section 109(c)(3) of the Federal Oil and Gas Royalty Management Act of 1982 and the implementing regulations at Title 43 CFR 3163.2(e)(2).

Edward  
Fernandez For

Digitally signed by  
Edward Fernandez For  
Date: 2024.05.28 09:23:03  
-06'00'

Kyle Paradis  
Branch Chief of Reservoir Management  
Division of Minerals

Effective: September 1, 2021  
Contract No.: NMNM106345896

RECEIVED

DEC - 1 2023

BLM, NMSO  
SANTA FE

Federal Communitization Agreement

Contract No. NMNM106345896

THIS AGREEMENT entered into as of the 1st day of February, 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 28 East, N.M.P.M.:**

W2 of Section 15 and NW4 of Section 22, Eddy County, New Mexico

Containing **480.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

- Released to Imaging: 3/9/2026 12:21:46 PM
- Received by OCD: 8/15/2025 10:23:17 AM
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 Mewbourne Oil Company, 500 W. Texas Avenue, Suite 1020, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and operating rights owners in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
  4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
  5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 ½ percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

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

area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is February 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 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.



WORKING INTEREST OWNERS  
AND/OR LESSEES OF RECORD

EOG Resources, Inc.

Date: 10/25/23

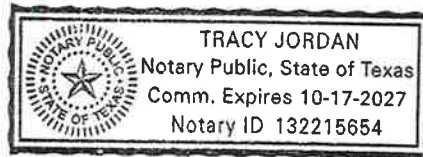
By: [Signature]  
Print: Matthew W Smith  
Title: Agent + Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF Texas )  
 ) ss.  
COUNTY OF Midland )

This instrument was acknowledged before me, a Notary Public for the State of Texas on October 25 of 2023, by Matthew W Smith, known to me to be the Agent + Attorney-in-Fact of EOG Resources, Inc., the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



10-17-2027  
My Commission Expires

Tracy Jordan  
Notary Public





**EXHIBIT "A"**

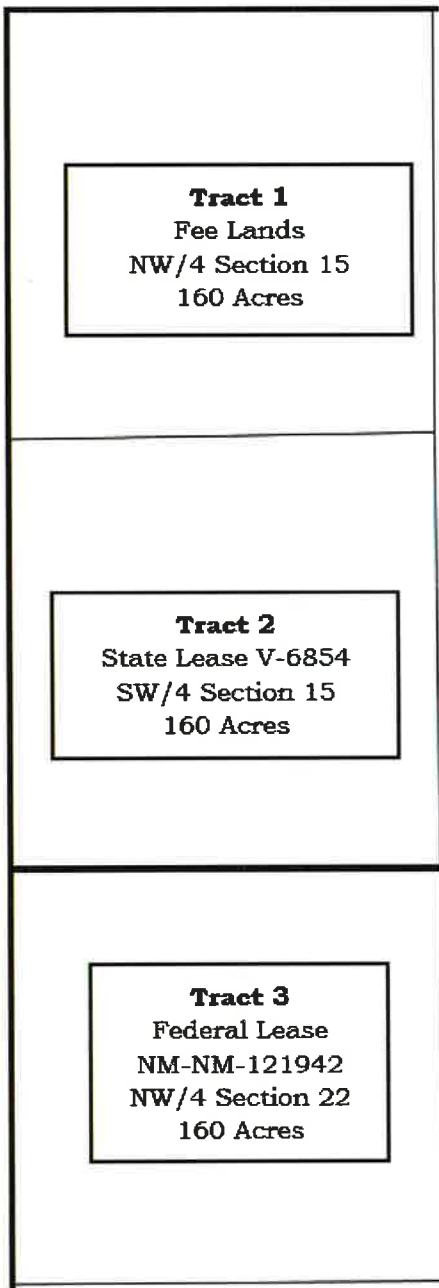
Plat of communitized area covering 480 acres in the W/2 of Section 15 and NW/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

Bonanza 22-15 Fed Com W0ED #1H - API# 30-15-47941

Bonanza 22-15 Fed Com W1ED #2H - API# 30-15-47829

Bonanza 22-15 Fed Com W0FC #1H - API# 30-15-47890

Bonanza 22-15 Fed Com W1FC #2H - API# 30-15-47830



**EXHIBIT "B"**

To Communitization Agreement Dated September 1, 2021 embracing the following described land in the W/2 of Section 15 and NW/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

Operator of Communitized Area: Mewbourne Oil Company

**DESCRIPTION OF LEASES COMMITTED**

Lease No. 1:

State Lease No.: V-6854  
Date: July 1, 2003.  
Lessor: The State of New Mexico acting by and through its Commissioner of Public Lands  
Lessee: Devon Energy Production Company, L.P.  
Recorded: Book 519, page 820, Eddy County Records  
Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
Section 15: Southwest Quarter (SW/4), containing 160 acres, more or less.  
Name of Working Interest Owners: Mewbourne Oil Company

Lease No. 2:

Date: August 1, 2007.  
Lessor: Devon Energy Production Company, L.P.  
Lessee: Chesapeake Exploration, LLC  
Recorded: Book 739, page 603, Eddy County Records  
Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
Section 15: Northwest Quarter (NW/4), containing 160 acres, more or less.  
Name of Working Interest Owners: Mewbourne Oil Company, Chevron U.S.A. Inc.

Lease No. 3:

Federal Lease No.: NMNM-121942  
Date: May 1, 2009.  
Lessor: United States of America  
Lessee: OXY Y-1 Company, EOG Resources, Inc.  
Recorded: Not recorded  
Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
Section 22: Northwest Quarter (NW/4), containing 160 acres, more or less.  
Name of Working Interest Owners: OXY Y-1 Company, Sharbro Energy, LLC, Mewbourne Oil Company

**RECAPITULATION**

<u>Lease No.</u>	<u>Number of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	33.333333%
2	160.00	33.333333%
3	160.00	33.333334%
Total	480.00	100.00000%



COMMISSIONER  
Stephanie Garcia Richard

*State of New Mexico*  
**Commissioner of Public Lands**

310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE  
Phone (505) 827-5760  
Fax (505) 827-5766  
www.nmstatelands.org

Carson Cullen  
Mewbourne Oil Co  
500 West Texas, Suite 1020  
Midland, TX 79701

November 13<sup>th</sup>, 2023

Re: Communitization Agreement Approval  
Bonanza 22 15 W0ED Federal Com #001H  
Vertical Extent: Wolfcamp  
Township: 25 South, Range 28 East, NMPM  
Section 15: W2  
Section 22: NW4

Eddy County, New Mexico

Dear Mr. Cullen,

The Commissioner of Public Lands has this date approved the Bonanza 22 15 W0ED Federal Com #001H Communitization Agreement for the Wolfcamp formation effective 09-01-2021. Enclosed are three Certificates of Approval.

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

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

If we may be of further service, please contact Joseph Thompson at (505) 827-5750.

Sincerely,

*Joseph Thompson*

Joseph Thompson  
Petroleum Specialist

**NEW MEXICO STATE LAND OFFICE**

CERTIFICATE OF APPROVAL

**COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Mewbourne Oil Co  
Bonanza 22 15 W0ED Federal Com #001H  
Wolfcamp  
Township: 25 South, Range: 28 East, NMPM  
Section 15: W2  
Section 22: NW4**

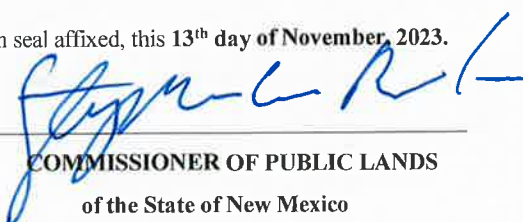
**Eddy County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **September 01, 2021**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 13<sup>th</sup> day of November, 2023.

  
\_\_\_\_\_  
**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised August, 2021

ONLINE Version  
COMMUNITIZATION AGREEMENT

API Initial Well: 30-0 15 - 47941

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 West-Half (Section 15), Northwest-Quarter (Section 22),  
Sect(s) 15, 22, T 25S, R 28E, NMPM Eddy County, NM  
containing 480 acres, more or less, and this agreement shall include only the  
Wolfcamp Formation  
or pool, underlying said lands and the \_\_\_\_\_  
(hereinafter referred to as "communitized substances") producible from such formation.

ONLINE  
version  
August 2021

State/Fed/Fee

1

2023 SEP -6 PM 10:22

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.

2023 SEP -6 PM 10:22

- 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.
- 10. The date of this agreement is September Month 1 Day, 2021 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 duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years 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 two-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 the capability 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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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. Nondiscrimination: 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 Mewbourne Oil Company Lessees of Record \_\_\_\_\_

By Corey Mitchell \_\_\_\_\_

Print name of person

Attorney-in-Fact \_\_\_\_\_

Type of authority \_\_\_\_\_

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

2023 SEP -6 PM 10:22

**EOG Resources, Inc.**  
(Record Title Owner)

DATE: 5/17/23

[Signature]

By: Matthew W Smith

Title: Agent + Attorney-in-Fact

**DEVON ENERGY PRODUCTION  
COMPANY, L.P.**  
(Record Title Owner)

DATE: \_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

**CHEVRON U.S.A. INC.**  
(Working Interest Owner)

DATE: \_\_\_\_\_

\_\_\_\_\_

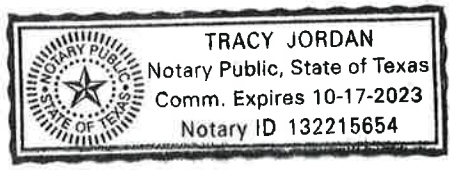
By: \_\_\_\_\_

Title: \_\_\_\_\_

2023 SEP -6 PM 10:22

STATE OF Texas  
COUNTY OF Midland

This instrument was acknowledged before me on this 17<sup>th</sup> day of May, 2023 by Matthew W Smith, as Agent: Attorney in Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.



Tracy Jordan  
Notary Public  
My Commission Expires: 10-17-2023

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **Devon Energy Production Company, LP**, a \_\_\_\_\_ limited partnership on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **Northern Oil & Gas, Inc.**, a \_\_\_\_\_ corporation on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

2023 SEP -6 PM 10:22

**EOG Resources, Inc.**  
(Record Title Owner)

DATE: \_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

**DEVON ENERGY PRODUCTION  
COMPANY, L.P.**  
(Record Title Owner)

DATE: 4-26-2023 \_\_\_\_\_

 \_\_\_\_\_ AH

By: David M. Korell \_\_\_\_\_

Title: Land Manager \_\_\_\_\_

**CHEVRON U.S.A. INC.**  
(Working Interest Owner)

DATE: \_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

2023 SEP -6 PM 10:22

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this 26<sup>th</sup> day of April, 2023 by David M. Korell, as Land Manager of **Devon Energy Production Company, LP**, a Oklahoma limited partnership on behalf of said limited partnership.



Cynthia Sheldon  
Notary Public  
My Commission Expires: 11.25.2025

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **Northern Oil & Gas, Inc.**, a \_\_\_\_\_ corporation on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

2023 SEP -6 PM 10:22

**EOG Resources, Inc.**  
(Record Title Owner)

DATE: \_\_\_\_\_

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

Title: \_\_\_\_\_

**DEVON ENERGY PRODUCTION  
COMPANY, L.P.**  
(Record Title Owner)

DATE: \_\_\_\_\_

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

Title: \_\_\_\_\_

**CHEVRON U.S.A. INC.**  
(Working Interest Owner)

DATE: 5/4/2023

  
\_\_\_\_\_

By: Brian J. Winters

Title: ATTORNEY-IN-FACT

2023 SEP -6 PM 10:22

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **OXY Y-1 Company**, a \_\_\_\_\_ corporation on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on May 4, 2023, \_\_\_\_\_ by Ben J. Wilson, as Attorney-in-Fact of **Chevron U.S.A. Inc.**, a Pennsylvania Corporation on behalf of said corporation.



Brittany Wesley  
Notary Public  
My Commission Expires: 12-22-2024

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **BEXP II Omega, LLC**, a Delaware limited liability company on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

2023 SEP -6 PM 10:23

**EXHIBIT "A"**

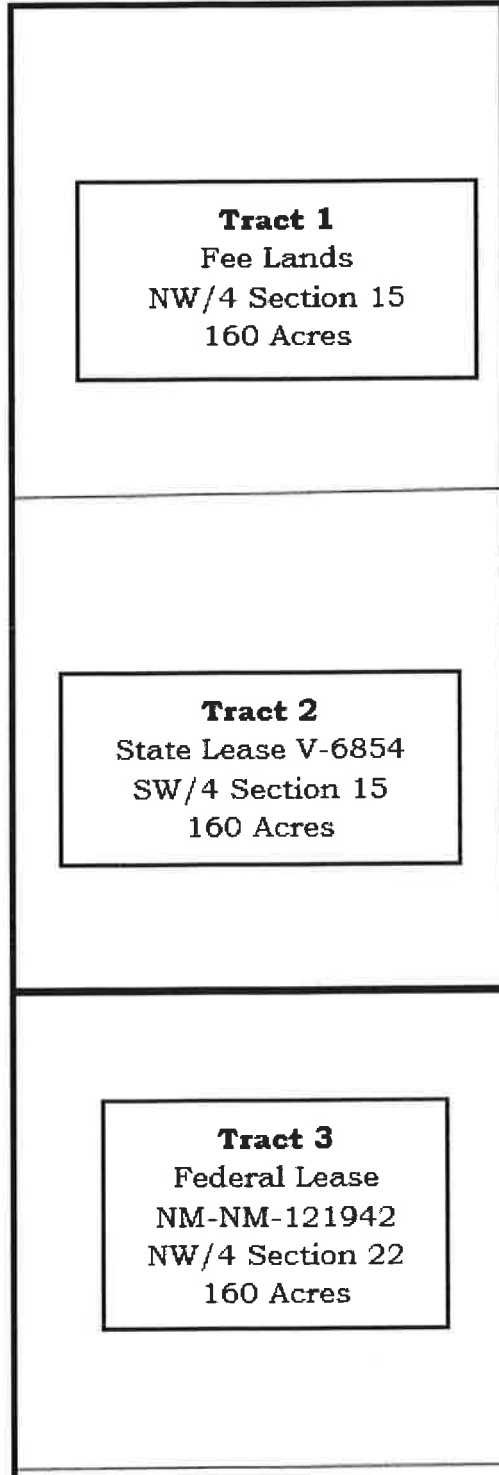
Plat of communitized area covering 480 acres in the W/2 of Section 15 and  
NW/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

Bonanza 22-15 Fed Com W0ED #1H - API# 30-15-47941

Bonanza 22-15 Fed Com W1ED #1H - API# 30-15-47829

Bonanza 22-15 Fed Com W0FC #1H - API# 30-15-47890

Bonanza 22-15 Fed Com W1FC #1H - API# 30-15-47830



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**EXHIBIT "B"**

To Communitization Agreement Dated September 1, 2021 embracing the following described land in the W/2 of Section 15 and NW/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

Operator of Communitized Area: Mewbourne Oil Company

**DESCRIPTION OF LEASES COMMITTED****Lease No. 1:**

State Lease No.: V-6854  
 Date: July 1, 2003.  
 Lessor: The State of New Mexico acting by and through its Commissioner of Public Lands  
 Lessee: Devon Energy Production Company, L.P.  
 Recorded: Book 519, page 820, Eddy County Records  
 Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
 Section 15: Southwest Quarter (SW/4), containing 160 acres, more or less.

Name of Working Interest Owners: Mewbourne Oil Company  
 ORRI Owners: Devon Energy Production Company, L.P., Nestegg Energy Corporation, Grizzly Operating, LLC

**Lease No. 2:**

Date: August 1, 2007.  
 Lessor: Devon Energy Production Company, L.P.  
 Lessee: Chesapeake Exploration, LLC  
 Recorded: Book 739, page 603, Eddy County Records  
 Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
 Section 15: Northwest Quarter (NW/4), containing 160 acres, more or less.

Name of Working Interest Owners: Mewbourne Oil Company, Chevron U.S.A. Inc.  
 ORRI Owners: Chevron U.S.A. Inc.

**Lease No. 3:**

Federal Lease No.: NMNM-121942  
 Date: May 1, 2009.  
 Lessor: United States of America

Lessee: Yates Petroleum Corporation et al  
 Recorded: Not recorded  
 Description: Township 25 South, Range 28 East, N.M.P.M., Eddy County, NM  
 Section 22: Northwest Quarter (NW/4), containing 160 acres, more or less.

Name of Working Interest Owners: OXY Y-1 Company, Sharbro Energy, LLC, CM Resources, LLC, Mewbourne Oil Company  
 ORRI Owners: Nilo Operating Company

**EXHIBIT "B"**

To Communitization Agreement Dated September 1, 2021 embracing the following described land in the W/2 of Section 15 and NW/4 of Section 22, T-25-S, R-28-E, Eddy County, New Mexico.

**RECAPITULATION**

<u>Lease No.</u>	<u>Number of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	33.333333%
2	160.00	33.333333%
3	160.00	33.333334%
Total	480.00	100.00000%

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DALLAS, TX 75373

August 24, 2025, 6:36 am

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OKLAHOMA CITY, OK 73102  
August 21, 2025, 7:05 am

#### Arrived at Post Office

OKLAHOMA CITY, OK 73102  
August 21, 2025, 6:42 am

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### Delivered

#### Delivered, PO Box

CHICAGO, IL 60680  
August 22, 2025, 1:04 pm

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## Latest Update

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## Delivered

**Delivered, Left with Individual**

ARTESIA, NM 88210

August 18, 2025, 4:03 pm

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## Latest Update

Your item was picked up at the post office at 7:40 am on August 26, 2025 in SANTA FE, NM 87501.

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## Delivered

**Delivered, Individual Picked Up at Post Office**

SANTA FE, NM 87501

August 26, 2025, 7:40 am

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**9414836208551286256867**

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### Latest Update

Your item has been delivered and is available at a PO Box at 3:40 pm on August 20, 2025 in HOUSTON, TX 77210.

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### Delivered

Delivered, PO Box

HOUSTON, TX 77210

August 20, 2025, 3:40 pm

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Your item was delivered to the front desk, reception area, or mail room at 10:34 am on August 19, 2025 in HOPKINS, MN 55343.

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### Delivered

Delivered, Front Desk/Reception/Mail Room

HOPKINS, MN 55343

August 19, 2025, 10:34 am

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### Delivered

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DENVER, CO 80225

August 22, 2025, 10:03 am

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### Latest Update

Your item was picked up at the post office at 10:58 am on August 18, 2025 in ARTESIA, NM 88210.

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**Delivered**

**Delivered, Individual Picked Up at Post Office**

ARTESIA, NM 88210

August 18, 2025, 10:58 am

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**Latest Update**

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**Delivered**

**Delivered, Front Desk/Reception/Mail Room**

SANTA FE, NM 87508

August 25, 2025, 1:06 pm

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

**APPLICATION FOR SURFACE COMMINGLING  
SUBMITTED BY MEWBOURNE OIL COMPANY**

**ORDER NO. PLC-1096**

**ORDER**

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

**FINDINGS OF FACT**

1. Mewbourne Oil Company (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools and leases described in Exhibit A (“Application”).
2. Applicant included a complete list of the wells currently dedicated to each pool and lease.
3. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
4. 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.
5. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools and leases in accordance with 19.15.12.10(C)(4)(g) NMAC.
6. 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.
7. 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.
8. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.

**CONCLUSIONS OF LAW**

9. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.

10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2) NMAC, 19.15.12.10(C)(4)(c) NMAC, and 19.15.12.10(C)(4)(e) NMAC, as applicable.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC and 19.15.23.9(A)(6) NMAC, as applicable.
12. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) NMAC or 19.15.12.10(C)(1) NMAC, as applicable.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) NMAC and 19.15.12.10(C)(4)(h) NMAC.
14. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10(C)(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

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

Applicant is authorized to surface commingle oil and gas production from the wells included in Exhibit A, provided that they produce from a pool and lease described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease, as applicable, from the pools and leases 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, as applicable, 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. 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.

3. 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.

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.

- b. The plateau period shall be measured from the end of the initial production period to the peak decline rate.

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.

- c. The decline period shall be measured from the end of the plateau period until the well is plugged and abandoned.

During the decline period, the oil and gas production for each well identified in Exhibit A shall be allocated as follows:

- i. a minimum of three (3) well tests per month when the decline rate is greater than twenty-two percent (22%) per month;
- ii. 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
- iii. 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.
  - ii. The total duration of the nonconsecutive periods shall be a minimum of eighteen (18) hours.
  - iii. A vessel shall be allowed to reach equilibrium and a sufficient liquid retention time for accurate measurement achieved prior to beginning the well test.

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.

- 4. If Applicant recovers oil or gas production from produced water prior to Applicant injecting it or transferring custody of it, then that production shall be allocated to each well in the proportion that it contributed to the total produced water.
- 5. If Applicant recovers gas production using a vapor recovery unit (VRU), then that gas production shall be allocated to each well in the proportion that it contributed to the total oil production.
- 6. 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.
- 7. 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.
- 8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
- 9. Applicant shall install and utilize vessels that are appropriately designed to ensure sufficient separation of the fluids and to accurately measure oil and gas production.
- 10. 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.
- 11. 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.

12. 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.
13. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
14. 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).
15. 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**



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**ALBERT C. S. CHANG  
DIRECTOR**

**DATE:** 3-6-2026

State of New Mexico  
Energy, Minerals and Natural Resources Department

**Exhibit A**

**Order: PLC-1096**  
**Operator: Mewbourne Oil Company (14744)**  
**Central Tank Battery: Bonanza 22/15 W0ED Federal Com Central Tank Battery**  
**Central Tank Battery Location: UL L, Section 22, Township 25 South, Range 28 East**  
**Gas Title Transfer Meter Location: UL L, Section 22, Township 25 South, Range 28 East**

**Pools**

Pool Name	Pool Code
SAN LORENZO;BONE SPRING	53600
PURPLE SAGE;WOLFCAMP (GAS)	98220

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

Lease	UL or Q/Q	S-T-R
CA Wolfcamp SLO 204709 PUN 1391260	W2	15-25S-28E
	NW4	22-25S-28E
CA Wolfcamp SLO 204709 PUN 1411878	W2	15-25S-28E
	NW4	22-25S-28E
CA Wolfcamp SLO 204709 PUN 1391457	W2	15-25S-28E
	NW4	22-25S-28E
CA Wolfcamp SLO 204709 PUN 1411885	W2	15-25S-28E
	NW4	22-25S-28E
CA Wolfcamp SLO 204709 PUN 1391339	W2	15-25S-28E
	NW4	22-25S-28E
CA Wolfcamp SLO 204709 PUN 1411860	W2	15-25S-28E
	NW4	22-25S-28E
CA Wolfcamp SLO 204709 PUN 1391345	W2	15-25S-28E
	NW4	22-25S-28E
CA Wolfcamp SLO 204709 PUN 1411856	W2	15-25S-28E
	NW4	22-25S-28E
CA Bone Spring SLO 204750 PUN 1400111	E2W2	15-25S-28E
	E2NW	22-25S-28E
CA Bone Spring SLO 204750 PUN 1408356	E2W2	15-25S-28E
	E2NW	22-25S-28E
CA Bone Spring SLO 204751 PUN 1400105	W2W2	15-25S-28E
	W2NW	22-25S-28E
CA Bone Spring SLO 204751 PUN 1411892	W2W2	15-25S-28E
	W2NW	22-25S-28E
CA Wolfcamp NMNM 106345896	W2	15-25S-28E
	NW4	22-25S-28E
Compulsory Pooling Order Wolfcamp R-21598	W2	15-25S-28E
	NW4	22-25S-28E

<b>Wells</b>				
<b>Well API</b>	<b>Well Name</b>	<b>UL or Q/Q</b>	<b>S-T-R</b>	<b>Pool</b>
30-015-48939	BONANZA 22 15 B2ED FEDERAL COM #001H	W2W2 W2NW	15-25S-28E 22-25S-28E	53600
30-015-48933	BONANZA 22 15 B2FC FEDERAL COM #001H	E2W2 E2NW	15-25S-28E 22-25S-28E	53600
30-015-56476	BONANZA 22 15 FEDERAL COM #552H	W2W2 W2NW	15-25S-28E 22-25S-28E	53600
30-015-56477	BONANZA 22 15 FEDERAL COM #554H	E2W2 E2NW	15-25S-28E 22-25S-28E	53600
30-015-56637	BONANZA 22 15 FEDERAL COM #874H	W2 NW4	15-25S-28E 22-25S-28E	98220
30-015-47890	BONANZA 22 15 W0FC FEDERAL COM #001H	W2 NW4	15-25S-28E 22-25S-28E	98220
30-015-47829	BONANZA 22 15 W1ED FEDERAL COM #002H	W2 NW4	15-25S-28E 22-25S-28E	98220
30-015-47941	BONANZA 22 15 W0ED FEDERAL COM #001H	W2 NW4	15-25S-28E 22-25S-28E	98220
30-015-47830	BONANZA 22 15 W1FC FEDERAL COM #002H	W2 NW4	15-25S-28E 22-25S-28E	98220

Sante Fe Main Office  
Phone: (505) 476-3441

General Information  
Phone: (505) 629-6116

Online Phone Directory  
<https://www.emnrd.nm.gov/ocd/contact-us>

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

CONDITIONS

Action 496366

**CONDITIONS**

Operator: MEWBOURNE OIL CO P.O. Box 5270 Hobbs, NM 88240	OGRID: 14744
	Action Number: 496366
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

**CONDITIONS**

Created By	Condition	Condition Date
sarah.clelland	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 email us at <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	3/9/2026