

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.

**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 / GRANT ROTH 14744

Well Name: RIO GRANDE 2/1 STATE COM #521H (B2DA) **API #:** 30-015-49891

Pool: [96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING

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.

GRANT ROTH

Print or Type Name

Grant Roth
Signature

12/3/2025

Date

575 -393-5905

Phone Number

grant.roth@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
December 3, 2025

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

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

RE: Application for Lease / Pool Commingle / Central Tank Battery "CTB"

To: Whom It May Concern

Mewbourne Oil Company ("Mewbourne") is requesting permission to surface commingle production from eight wells and all future wells located on State leases X006480156, E074350001, E043970009, V044380001, E043970007, & VC11710001 which comprise portions of section 1 & 2, T19S, 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 sales meters (Enterprise MM #40338A) located in the SWSW of section 2, T19S, R28E, Eddy County, New Mexico. Information detailing each well is attached.

Please find the following enclosed:

- Cover Letter
- State Land Office Commingling Application
- 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: Grant Roth
Title: Petroleum Engineer
Date: 12/3/2025

APPLICATION FOR LEASE / POOL COMMINGLING, CENTRAL TANK BATTERY (CTB)

Commingling procedure for Rio Grande 2/1 leases:

Mewbourne Oil Company is requesting approval for lease / pool commingling production from 8 wells located on State leases below in a Central Tank Battery "CTB":

Well Name	Location	API #	Pool #	MCFPD	Dry BTU @ 14.73 PSI
RIO GRANDE 2/1 STATE COM #521H (B2DA)	2020' FNL & 210' FWL, Sec 2, T19S, R28E	30-015-49891	[96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING	~1600	~1250
RIO GRANDE 2/1 STATE COM #523H (B2EH)	2080' FNL & 210' FWL, Sec 2, T19S, R28E	30-015-49892	[96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING	~1600	~1250
RIO GRANDE 2/1 STATE COM #526H (B2LI)	800' FSL & 220' FWL, Sec 2, T19S, R28E	30-015-49995	[96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING	~1800	~1250
RIO GRANDE 2/1 STATE COM #528H (B2MP)	2020' FNL & 210' FWL, Sec 2, T19S, R28E	30-015-49993	[96413] PALMILLO; BONE SPRING, SOUTHWEST	~1500	~1250
RIO GRANDE 2/1 STATE COM #611H (B3DA)	740' FSL & 220' FWL, Sec 2, T19S, R28E	30-015-49893	[96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING	~760	~1250
RIO GRANDE 2/1 STATE COM #613H (B3EH)	800' FSL & 220' FWL, Sec 2, T19S, R28E	30-015-49895	[96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING	~880	~1250
RIO GRANDE 2/1 STATE COM #616H (B3LI)	2020' FNL & 210' FWL, Sec 2, T19S, R28E	30-015-49994	[96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING	~900	~1250
RIO GRANDE 2/1 STATE COM #618H (B3MP)	760' FSL & 220' FWL, Sec 2, T19S, R28E	30-015-49996	[96413] PALMILLO; BONE SPRING, SOUTHWEST	~1200	~1250

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 is located in the SWSW of section 2, T19S, R28E, Eddy County, New Mexico. A Enterprise common gas sales meters MM #40338A will be located on edge of the battery pad. 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: Grant Roth

Title: Petroleum Engineer

Date: 12/3/2025

Economic Justification

Well Name	BOPD EST	Oil Gravity @ 60°	Value/bbl	MCFPD	Dry BTU @ 14.73 PSI	Value/MCF
RIO GRANDE 2/1 STATE COM #521H (B2DA)	~200	~44	~\$60	~1600	~1250	~\$2.50
RIO GRANDE 2/1 STATE COM #523H (B2EH)	~200	~44	~\$60	~1600	~1250	~\$2.50
RIO GRANDE 2/1 STATE COM #526H (B2LI)	~200	~44	~\$60	~1800	~1250	~\$2.50
RIO GRANDE 2/1 STATE COM #528H (B2MP)	~160	~44	~\$60	~1500	~1250	~\$2.50
RIO GRANDE 2/1 STATE COM #611H (B3DA)	~160	~44	~\$60	~760	~1250	~\$2.50
RIO GRANDE 2/1 STATE COM #613H (B3EH)	~180	~44	~\$60	~880	~1250	~\$2.50
RIO GRANDE 2/1 STATE COM #616H (B3LI)	~150	~44	~\$60	~900	~1250	~\$2.50
RIO GRANDE 2/1 STATE COM #618H (B3MP)	~170	~44	~\$60	~1200	~1250	~\$2.50
CTB Combined	~1420	~44	~\$60	~10,240	~1250	~\$2.50

Process and Flow Descriptions:

The flow of production is shown in detail on the enclosed facility diagram and map which shows lease boundaries, wells, and the central tank battery 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: Grant Roth

Title: Petroleum Engineer

Date: 12/3/2025

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
			Submittal Type:	☐ Initial Submittal
	☐ Amended Report			
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-49891	Pool Code 96413	Pool Name PALMILLO; BONE SPRING, SOUTHWEST		
Property Code 333204	Property Name RIO GRANDE 2/1 STATE COM		Well Number 521H	
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY		Ground Level Elevation 3474'	
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal			Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal	

Surface Location

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 2020 FNL	Ft. from E/W 210 FWL	Latitude 32.6915610°N	Longitude 104.1549487°W	County EDDY
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Bottom Hole Location

UL A	Section 1	Township 19S	Range 28E	Lot 1	Ft. from N/S 665 FNL	Ft. from E/W 85 FEL	Latitude 32.6955894°N	Longitude 104.1221792°W	County EDDY
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Dedicated Acres 162.4	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-23049			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

UL D	Section 2	Township 19S	Range 28E	Lot 4	Ft. from N/S 646 FNL	Ft. from E/W 28 FWL	Latitude 32.6953315°N	Longitude 104.1554919°W	County EDDY
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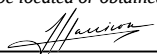
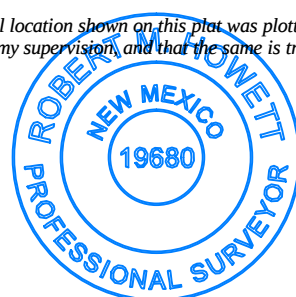
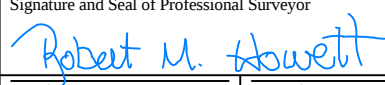
First Take Point (FTP)

UL D	Section 2	Township 19S	Range 28E	Lot 4	Ft. from N/S 633 FNL	Ft. from E/W 336 FWL	Latitude 32.6953751°N	Longitude 104.1544894°W	County EDDY
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Last Take Point (LTP)

UL A	Section 1	Township 19S	Range 28E	Lot 1	Ft. from N/S 664 FNL	Ft. from E/W 135 FEL	Latitude 32.6955895°N	Longitude 104.1223416°W	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
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OPERATOR CERTIFICATIONS <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> <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> 		SURVEYOR CERTIFICATIONS <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> 	
Signature John Harrison	Date 11/07/2025	Signature and Seal of Professional Surveyor 	
Printed Name john.harrison@mewbourne.com	Email Address	Certificate Number 19680	Date of Survey 12/17/2023

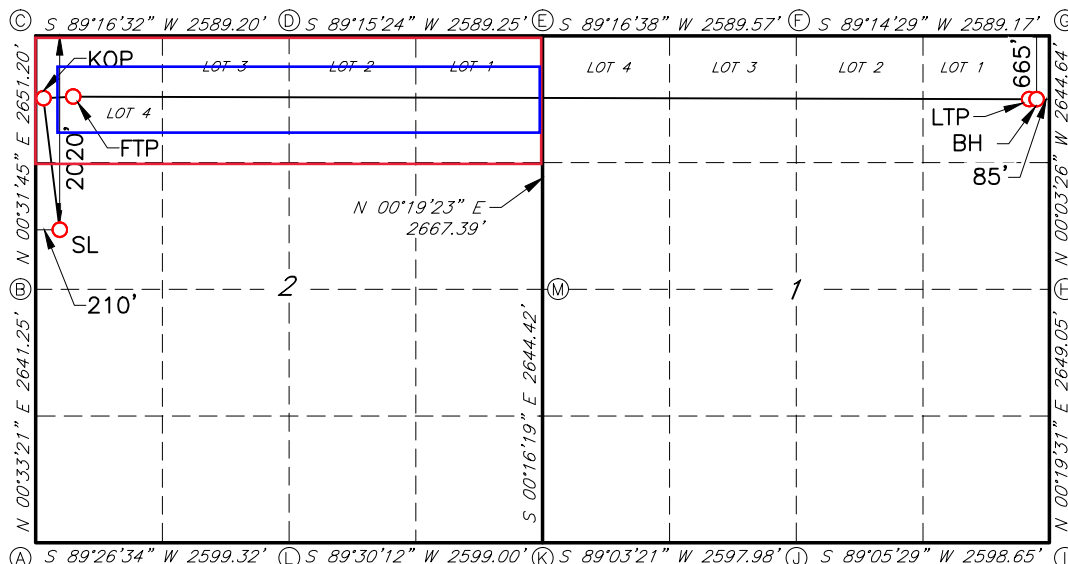
Note: No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

ACREAGE DEDICATION PLATS

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.

RIO GRANDE 2/1 STATE COM #521H



GEODETTIC DATA
NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)
2020' FNL & 210' FWL SEC. 2
N: 615367.3 - E: 596215.6

LAT: 32.6915610° N
LONG: 104.1549487° W

KICK OFF POINT (KOP)
646' FNL & 28' FWL SEC. 2
N: 616738.7 - E: 596046.1

LAT: 32.6953315° N
LONG: 104.1554919° W
MD: = 7084.0'

FIRST TAKE POINT (FTP)
633' FNL & 336' FWL SEC. 2
N: 616755.1 - E: 596354.5

LAT: 32.6953751° N
LONG: 104.1544894° W
MD: = 7624.0'

LAST TAKE POINT (LTP)
664' FNL & 135' FWL SEC. 1
N: 616851.3 - E: 606243.9

LAT: 32.6955895° N
LONG: 104.1223416° W
MD: = 17545.0'

BOTTOM HOLE (BH)
665' FNL & 85' FWL SEC. 1
N: 616851.3 - E: 606293.8

LAT: 32.6955894° N
LONG: 104.1221792° W
MD: = 17595.0'

CORNER DATA
NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1941"
N: 612093.1 - E: 595974.2

B: FOUND BRASS CAP "1941"
N: 614733.6 - E: 595999.8

C: FOUND BRASS CAP "1914"
N: 617384.0 - E: 596024.3

D: FOUND BRASS CAP "1914"
N: 617416.7 - E: 598612.6

E: FOUND BRASS CAP "1914"
N: 617450.3 - E: 601201.0

F: FOUND BRASS CAP "1914"
N: 617483.0 - E: 603789.7

G: FOUND BRASS CAP "1914"
N: 617517.3 - E: 606378.0

H: FOUND BRASS CAP "1941"
N: 614873.3 - E: 606380.7

I: FOUND BRASS CAP "1941"
N: 612224.9 - E: 606365.7

J: FOUND BRASS CAP "1941"
N: 612183.7 - E: 603768.0

K: FOUND BRASS CAP "1941"
N: 612140.9 - E: 601171.0

L: FOUND BRASS CAP "1941"
N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"
N: 614783.6 - E: 601186.0

JOB #:LS22070859AD1

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
	Submittal Type:	☐ Initial Submittal		
		☐ Amended Report		
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-49891	Pool Code 49550	Pool Name PALMILLO; BONE SPRING
Property Code 333204	Property Name RIO GRANDE 2/1 STATE COM	Well Number 521H
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY	Ground Level Elevation 3474'
Surface Owner: ☐ State ☐ Fee ☐ Tribal ☐ Federal		Mineral Owner: ☐ State ☐ Fee ☐ Tribal ☐ Federal

Surface Location

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Dedicated Acres 161.6	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-23049			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

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Signature	Date	Signature and Seal of Professional Surveyor	
Printed Name		Certificate Number	Date of Survey
Email Address		19680	12/17/2023

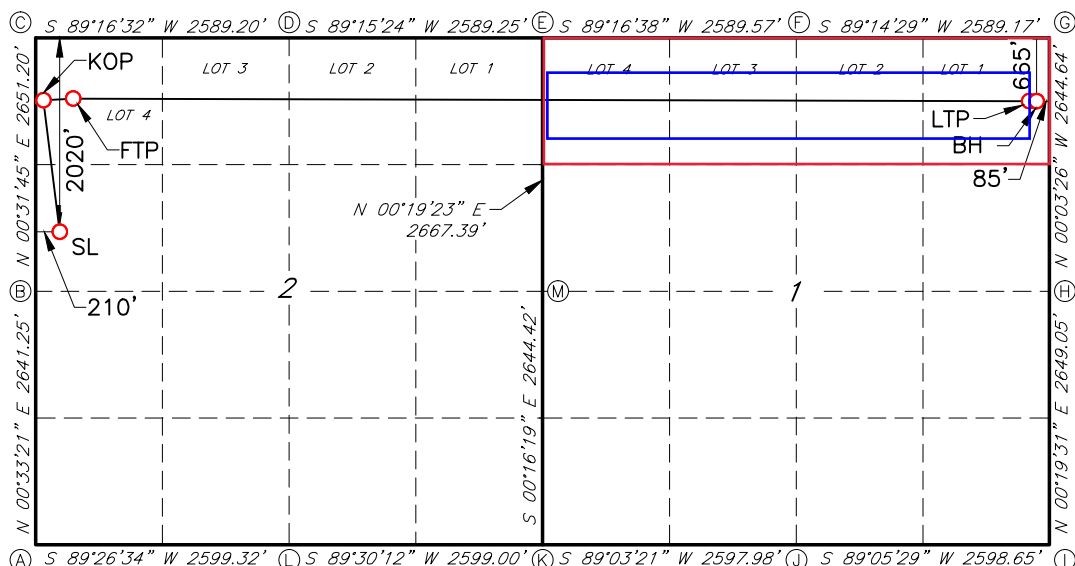
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RIO GRANDE 2/1 STATE COM #521H



GEODETIC DATA

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NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)

2020' FNL & 210' FWL SEC. 2
N: 615367.3 - E: 596215.6

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J: FOUND BRASS CAP "1941"
N: 612183.7 - E: 603768.0

K: FOUND BRASS CAP "1941"
N: 612140.9 - E: 601171.0

L: FOUND BRASS CAP "1941"
N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"
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JOB #:LS22070859AD1

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
			Submittal Type:	☐ Initial Submittal
	☐ Amended Report			
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-49892	Pool Code 96413	Pool Name PALMILLO; BONE SPRING, SOUTHWEST
Property Code 333205	Property Name RIO GRANDE 2/1 STATE COM	Well Number 523H
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY	Ground Level Elevation 3476'
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal		Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal

Surface Location

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 2080 FNL	Ft. from E/W 210 FWL	Latitude 32.6913961°N	Longitude 104.1549509°W	County EDDY
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Bottom Hole Location

UL H	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1979 FNL	Ft. from E/W 85 FEL	Latitude 32.6919789°N	Longitude 104.1221825°W	County EDDY
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Dedicated Acres 160	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-23056			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1985 FNL	Ft. from E/W 10 FWL	Latitude 32.6916506°N	Longitude 104.1555972°W	County EDDY
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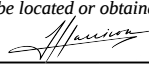
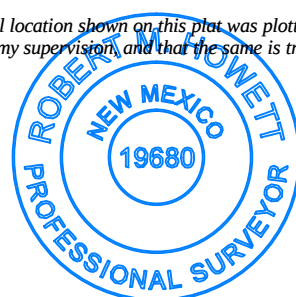
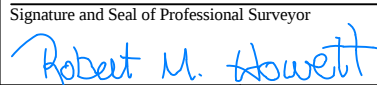
First Take Point (FTP)

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1997 FNL	Ft. from E/W 302 FWL	Latitude 32.6916250°N	Longitude 104.1546498°W	County EDDY
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Last Take Point (LTP)

UL H	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1979 FNL	Ft. from E/W 139 FEL	Latitude 32.6919775°N	Longitude 104.1223580°W	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
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OPERATOR CERTIFICATIONS <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> <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>  11/07/2025		SURVEYOR CERTIFICATIONS <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> 	
Signature John Harrison	Date	Signature and Seal of Professional Surveyor 	
Printed Name john.harrison@mewbourne.com		Certificate Number 19680	Date of Survey 11/12/2023
Email Address			

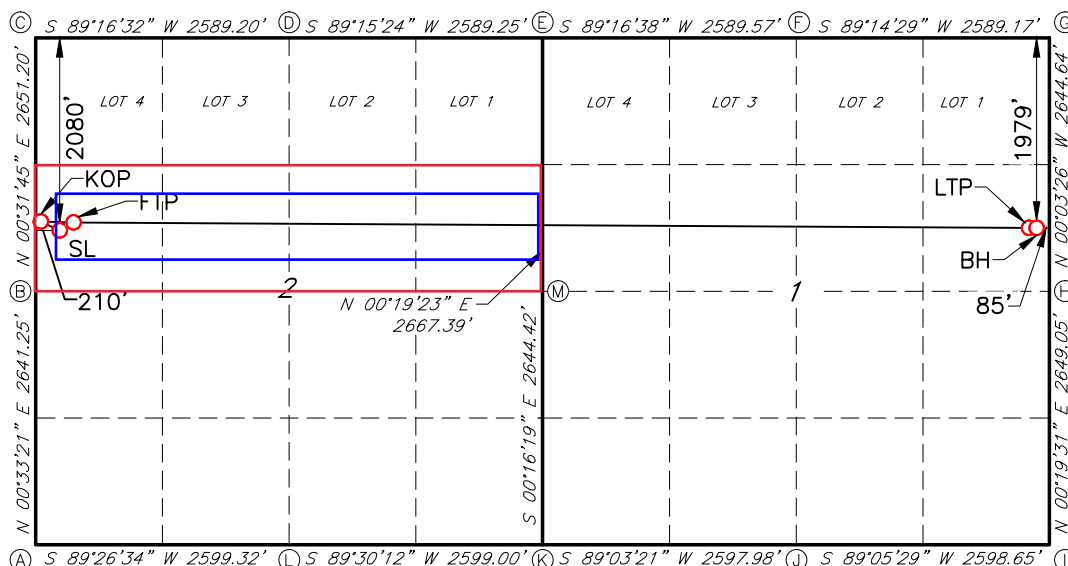
Note: No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

ACREAGE DEDICATION PLATS

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.

RIO GRANDE 2/1 STATE COM #523H



GEODETTIC DATA
NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)
2080' FNL & 210' FWL SEC. 2
N: 615307.3 - E: 596215.0

LAT: 32.6913961° N
LONG: 104.1549509° W

KICK OFF POINT (KOP)
1985' FNL & 10' FWL SEC. 2
N: 615399.5 - E: 596016.0

LAT: 32.6916506° N
LONG: 104.1555972° W
MD: = 6895.0'

FIRST TAKE POINT (FTP)
1997' FNL & 302' FWL SEC. 2
N: 615390.7 - E: 596307.5

LAT: 32.6916250° N
LONG: 104.1546498° W
MD: = 7451.0'

LAST TAKE POINT (LTP)
1979' FNL & 139' FWL SEC. 1
N: 615537.2 - E: 606241.5

LAT: 32.6919775° N
LONG: 104.1223580° W
MD: = 17421.0'

BOTTOM HOLE (BH)
1979' FNL & 85' FWL SEC. 1
N: 615537.8 - E: 606295.4

LAT: 32.6919789° N
LONG: 104.1221825° W
MD: = 17475.0'

CORNER DATA
NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1941"
N: 612093.1 - E: 595974.2

B: FOUND BRASS CAP "1941"
N: 614733.6 - E: 595999.8

C: FOUND BRASS CAP "1914"
N: 617384.0 - E: 596024.3

D: FOUND BRASS CAP "1914"
N: 617416.7 - E: 598612.6

E: FOUND BRASS CAP "1914"
N: 617450.3 - E: 601201.0

F: FOUND BRASS CAP "1914"
N: 617483.0 - E: 603789.7

G: FOUND BRASS CAP "1914"
N: 617517.3 - E: 606378.0

H: FOUND BRASS CAP "1941"
N: 614873.3 - E: 606380.7

I: FOUND BRASS CAP "1941"
N: 612224.9 - E: 606365.7

J: FOUND BRASS CAP "1941"
N: 612183.7 - E: 603768.0

K: FOUND BRASS CAP "1941"
N: 612140.9 - E: 601171.0

L: FOUND BRASS CAP "1941"
N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"
N: 614783.6 - E: 601186.0

JOB #:LS22070860AD1

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
			Submittal Type:	☐ Initial Submittal
	☐ Amended Report			
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-49892	Pool Code 49550	Pool Name PALMILLO; BONE SPRING
Property Code 333205	Property Name RIO GRANDE 2/1 STATE COM	Well Number 523H
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY	Ground Level Elevation 3476'
Surface Owner: ☐ State ☐ Fee ☐ Tribal ☐ Federal		Mineral Owner: ☐ State ☐ Fee ☐ Tribal ☐ Federal

Surface Location

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 2080 FNL	Ft. from E/W 210 FWL	Latitude 32.6913961°N	Longitude 104.1549509°W	County EDDY
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Bottom Hole Location

UL H	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1979 FNL	Ft. from E/W 85 FEL	Latitude 32.6919789°N	Longitude 104.1221825°W	County EDDY
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Dedicated Acres 160	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-23056			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1985 FNL	Ft. from E/W 10 FWL	Latitude 32.6916506°N	Longitude 104.1555972°W	County EDDY
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First Take Point (FTP)

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1997 FNL	Ft. from E/W 302 FWL	Latitude 32.6916250°N	Longitude 104.1546498°W	County EDDY
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Last Take Point (LTP)

UL H	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1979 FNL	Ft. from E/W 139 FEL	Latitude 32.6919775°N	Longitude 104.1223580°W	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
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Signature	Date	Signature and Seal of Professional Surveyor	
Printed Name		Certificate Number	Date of Survey
Email Address		19680	11/12/2023

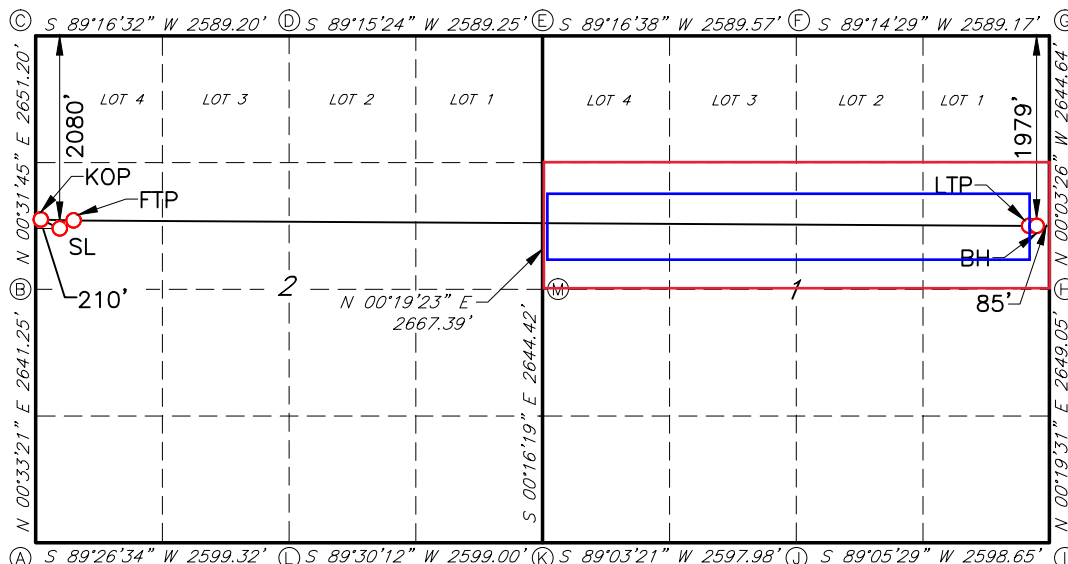
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RIO GRANDE 2/1 STATE COM #523H



GEODETTIC DATA
NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)
2080' FNL & 210' FWL SEC. 2
N: 615307.3 - E: 596215.0

LAT: 32.6913961° N
LONG: 104.1549509° W

KICK OFF POINT (KOP)
1985' FNL & 10' FWL SEC. 2
N: 615399.5 - E: 596016.0

LAT: 32.6916506° N
LONG: 104.1555972° W
MD: = 6895.0'

FIRST TAKE POINT (FTP)
1997' FNL & 302' FWL SEC. 2
N: 615390.7 - E: 596307.5

LAT: 32.6916250° N
LONG: 104.1546498° W
MD: = 7451.0'

LAST TAKE POINT (LTP)
1979' FNL & 139' FWL SEC. 1
N: 615537.2 - E: 606241.5

LAT: 32.6919775° N
LONG: 104.1223580° W
MD: = 17421.0'

BOTTOM HOLE (BH)
1979' FNL & 85' FWL SEC. 1
N: 615537.8 - E: 606295.4

LAT: 32.6919789° N
LONG: 104.1221825° W
MD: = 17475.0'

CORNER DATA
NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1941"
N: 612093.1 - E: 595974.2

B: FOUND BRASS CAP "1941"
N: 614733.6 - E: 595999.8

C: FOUND BRASS CAP "1914"
N: 617384.0 - E: 596024.3

D: FOUND BRASS CAP "1914"
N: 617416.7 - E: 598612.6

E: FOUND BRASS CAP "1914"
N: 617450.3 - E: 601201.0

F: FOUND BRASS CAP "1914"
N: 617483.0 - E: 603789.7

G: FOUND BRASS CAP "1914"
N: 617517.3 - E: 606378.0

H: FOUND BRASS CAP "1941"
N: 614873.3 - E: 606380.7

I: FOUND BRASS CAP "1941"
N: 612224.9 - E: 606365.7

J: FOUND BRASS CAP "1941"
N: 612183.7 - E: 603768.0

K: FOUND BRASS CAP "1941"
N: 612140.9 - E: 601171.0

L: FOUND BRASS CAP "1941"
N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"
N: 614783.6 - E: 601186.0

JOB #:LS22070860AD1

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
			Submittal Type:	☐ Initial Submittal
				☐ Amended Report
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-49995	Pool Code 96413	Pool Name PALMILLO; BONE SPRING, SOUTHWEST		
Property Code 334658	Property Name RIO GRANDE 2/1 STATE COM		Well Number 526H	
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY		Ground Level Elevation 3468'	
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal			Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal	

Surface Location

UL M	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 800 FSL	Ft. from E/W 220 FWL	Latitude 32.6847656°N	Longitude 104.1550068°W	County EDDY
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Bottom Hole Location

UL I	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1951 FSL	Ft. from E/W 89 FEL	Latitude 32.6882329°N	Longitude 104.1222153°W	County EDDY
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Dedicated Acres 240	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-22703-A			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

UL L	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1920 FSL	Ft. from E/W 23 FWL	Latitude 32.6878407°N	Longitude 104.1556040°W	County EDDY
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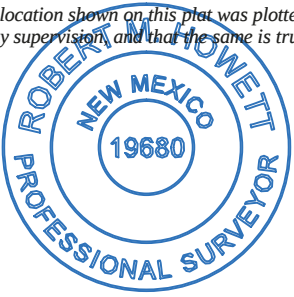
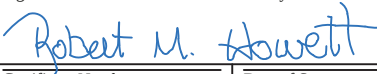
First Take Point (FTP)

UL L	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1941 FSL	Ft. from E/W 371 FWL	Latitude 32.6879058°N	Longitude 104.1544730°W	County EDDY
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Last Take Point (LTP)

UL I	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1951 FSL	Ft. from E/W 109 FEL	Latitude 32.6882315°N	Longitude 104.1222802°W	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
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Signature  Date 11/07/2025			
Released to Imaging: 6/29/2026 3:51:47 PM John Harrison			
Printed Name john.harrison@mewbourne.com		Signature and Seal of Professional Surveyor 	Certificate Number 19680
Email Address		Date of Survey 05/26/2023	

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.

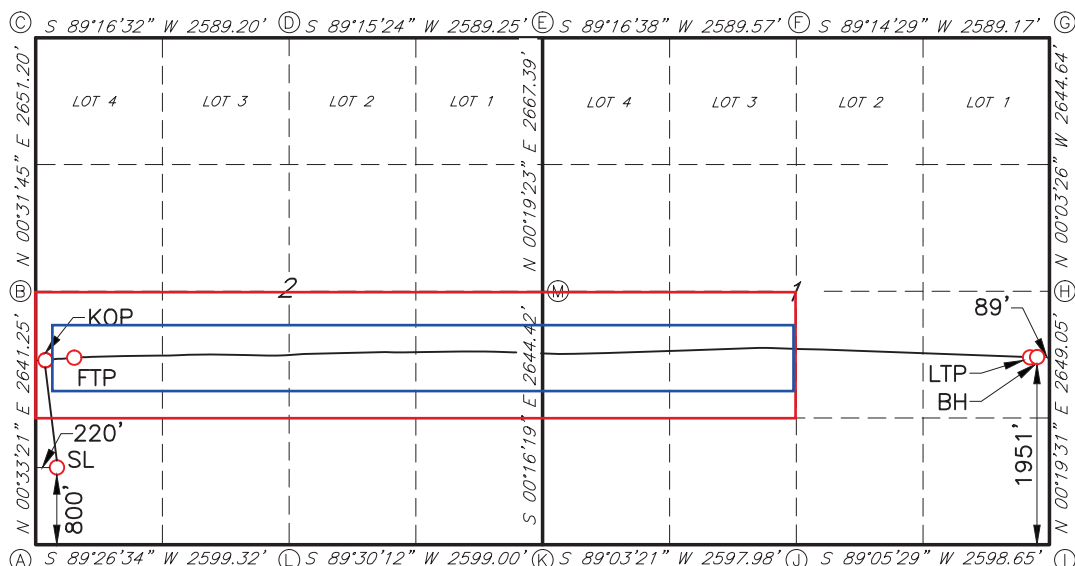
JOB #: LS22070864AD1

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RIO GRANDE 2/1 STATE COM #526H



GEODETIC DATA

NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)

800' FSL - 220' FWL (SEC 2)
N: 612895.0 - E: 596201.9

LAT: 32.6847656° N
LONG: 104.1550068° W

KICK OFF POINT (KOP)

1920' FSL - 23' FWL (SEC 2)
N: 614013.5 - E: 596016.3

LAT: 32.6878407° N
LONG: 104.1556040° W
MD = 6976.0

FIRST TAKE POINT (FTP)

1941' FSL - 371' FWL (SEC 2)
N: 614037.7 - E: 596364.2

LAT: 32.6879058° N
LONG: 104.1544730° W
MD = 7661.0

LAST TAKE POINT (LTP)

1951' FSL - 109' FEL (SEC 1)
N: 614174.4 - E: 606268.1

LAT: 32.6882315° N
LONG: 104.1222802° W
MD = 17585.0

BOTTOM HOLE (BH)

1951' FSL - 89' FEL (SEC 1)
N: 614174.9 - E: 606288.1

LAT: 32.6882329° N
LONG: 104.1222153° W
MD = 17605.0

CORNER DATA

NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1941"
N: 612093.1 - E: 595974.2

B: FOUND BRASS CAP "1941"
N: 614733.6 - E: 595999.8

C: FOUND BRASS CAP "1914"
N: 617384.0 - E: 596024.3

D: FOUND BRASS CAP "1914"
N: 617416.7 - E: 598612.6

E: FOUND BRASS CAP "1914"
N: 617450.3 - E: 601201.0

F: FOUND BRASS CAP "1914"
N: 617483.0 - E: 603789.7

G: FOUND BRASS CAP "1914"
N: 617517.3 - E: 606378.0

H: FOUND BRASS CAP "1941"
N: 614873.3 - E: 606380.7

I: FOUND BRASS CAP "1941"
N: 612224.9 - E: 606365.7

J: FOUND BRASS CAP "1941"
N: 612183.7 - E: 603768.0

K: FOUND BRASS CAP "1941"
N: 612140.9 - E: 601171.0

L: FOUND BRASS CAP "1941"
N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"
N: 614783.6 - E: 601186.0

JOB #:LS22070864AD1

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
			Submittal Type:	☐ Initial Submittal
				☐ Amended Report
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-49995	Pool Code 49550	Pool Name PALMILLO; BONE SPRING		
Property Code 334658	Property Name RIO GRANDE 2/1 STATE COM		Well Number 526H	
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY		Ground Level Elevation 3468'	
Surface Owner: ☐ State ☐ Fee ☐ Tribal ☐ Federal			Mineral Owner: ☐ State ☐ Fee ☐ Tribal ☐ Federal	

Surface Location

UL M	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 800 FSL	Ft. from E/W 220 FWL	Latitude 32.6847656°N	Longitude 104.1550068°W	County EDDY
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Bottom Hole Location

UL I	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1951 FSL	Ft. from E/W 89 FEL	Latitude 32.6882329°N	Longitude 104.1222153°W	County EDDY
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Dedicated Acres 80	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-22703-A			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

UL L	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1920 FSL	Ft. from E/W 23 FWL	Latitude 32.6878407°N	Longitude 104.1556040°W	County EDDY
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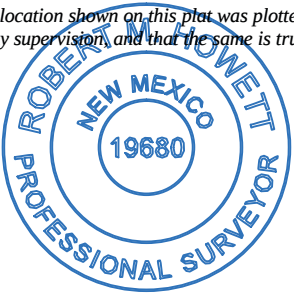
First Take Point (FTP)

UL L	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1941 FSL	Ft. from E/W 371 FWL	Latitude 32.6879058°N	Longitude 104.1544730°W	County EDDY
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Last Take Point (LTP)

UL I	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1951 FSL	Ft. from E/W 109 FEL	Latitude 32.6882315°N	Longitude 104.1222802°W	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
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Signature Released to Imaging: 6/29/2026 3:51:47 PM	Date	Signature and Seal of Professional Surveyor 	
Printed Name		Certificate Number 19680	Date of Survey 05/26/2023
Email Address			

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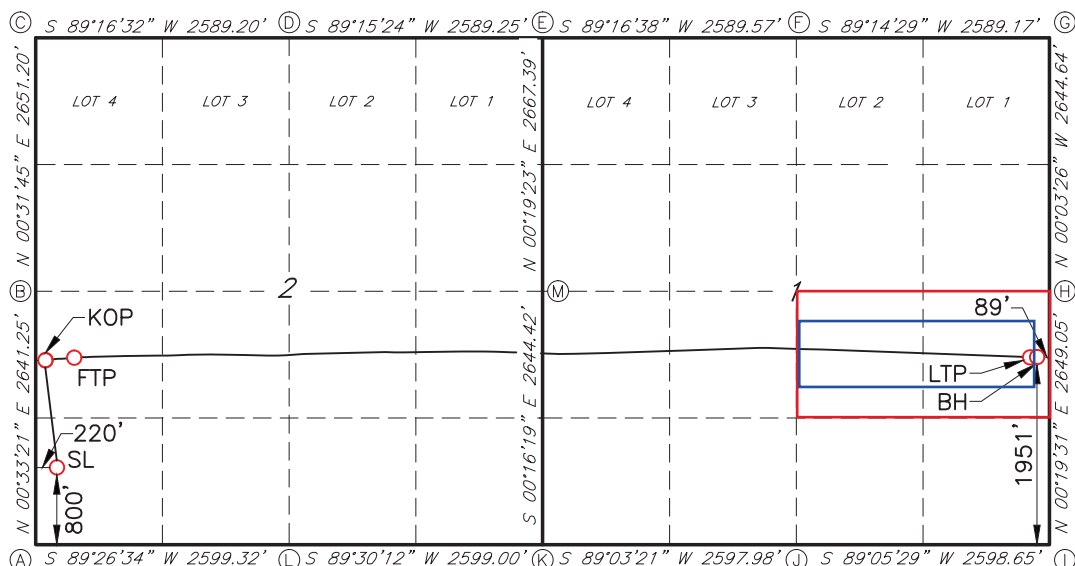
JOB #: LS22070864AD1

ACREAGE DEDICATION PLATS

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RIO GRANDE 2/1 STATE COM #526H



GEODETIC DATA

NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)

800' FSL - 220' FWL (SEC 2)

N: 612895.0 - E: 596201.9

LAT: 32.6847656° N

LONG: 104.1550068° W

KICK OFF POINT (KOP)

1920' FSL - 23' FWL (SEC 2)

N: 614013.5 - E: 596016.3

LAT: 32.6878407° N

LONG: 104.1556040° W

MD = 6976.0

FIRST TAKE POINT (FTP)

1941' FSL - 371' FWL (SEC 2)

N: 614037.7 - E: 596364.2

LAT: 32.6879058° N

LONG: 104.1544730° W

MD = 7661.0

LAST TAKE POINT (LTP)

1951' FSL - 109' FEL (SEC 1)

N: 614174.4 - E: 606268.1

LAT: 32.6882315° N

LONG: 104.1222802° W

MD = 17585.0

BOTTOM HOLE (BH)

1951' FSL - 89' FEL (SEC 1)

N: 614174.9 - E: 606288.1

LAT: 32.6882329° N

LONG: 104.1222153° W

MD = 17605.0

CORNER DATA

NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1941"

N: 612093.1 - E: 595974.2

B: FOUND BRASS CAP "1941"

N: 614733.6 - E: 595999.8

C: FOUND BRASS CAP "1914"

N: 617384.0 - E: 596024.3

D: FOUND BRASS CAP "1914"

N: 617416.7 - E: 598612.6

E: FOUND BRASS CAP "1914"

N: 617450.3 - E: 601201.0

F: FOUND BRASS CAP "1914"

N: 617483.0 - E: 603789.7

G: FOUND BRASS CAP "1914"

N: 617517.3 - E: 606378.0

H: FOUND BRASS CAP "1941"

N: 614873.3 - E: 606380.7

I: FOUND BRASS CAP "1941"

N: 612224.9 - E: 606365.7

J: FOUND BRASS CAP "1941"

N: 612183.7 - E: 603768.0

K: FOUND BRASS CAP "1941"

N: 612140.9 - E: 601171.0

L: FOUND BRASS CAP "1941"

N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"

N: 614783.6 - E: 601186.0

JOB #:LS22070864AD1

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
			Submittal Type:	☐ Initial Submittal
	☐ Amended Report			
☒ As Drilled				

WELL LOCATION INFORMATION

API Number 30-015-49993	Pool Code 96413	Pool Name PALMILLO; BONE SPRING, SOUTHWEST		
Property Code 334658	Property Name RIO GRANDE 2/1 STATE COM		Well Number 528H	
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY		Ground Level Elevation 3470'	
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal			Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal	

Surface Location

UL M	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 740 FSL	Ft. from E/W 220 FWL	Latitude 32.6846008°N	Longitude 104.1550089°W	County EDDY
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Bottom Hole Location

UL P	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 659 FSL	Ft. from E/W 81 FEL	Latitude 32.6846803°N	Longitude 104.1222235°W	County EDDY
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Dedicated Acres 320	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-22704-A			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

UL M	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 659 FSL	Ft. from E/W 23 FWL	Latitude 32.6843733°N	Longitude 104.1556524°W	County EDDY
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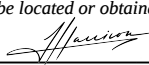
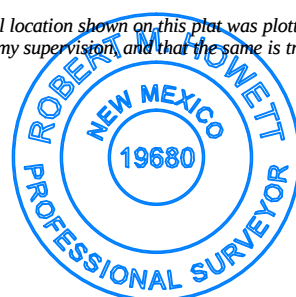
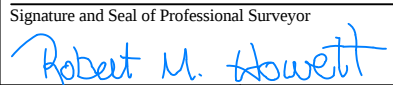
First Take Point (FTP)

UL M	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 663 FSL	Ft. from E/W 308 FWL	Latitude 32.6843919°N	Longitude 104.1547256°W	County EDDY
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Last Take Point (LTP)

UL P	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 660 FSL	Ft. from E/W 103 FEL	Latitude 32.6846816°N	Longitude 104.1222950°W	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
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OPERATOR CERTIFICATIONS <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> <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>  11/07/2025		SURVEYOR CERTIFICATIONS <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> 	
Signature John Harrison		Signature and Seal of Professional Surveyor 	
Printed Name john.harrison@mewbourne.com		Certificate Number 19680	Date of Survey 07/28/2023
Email Address			

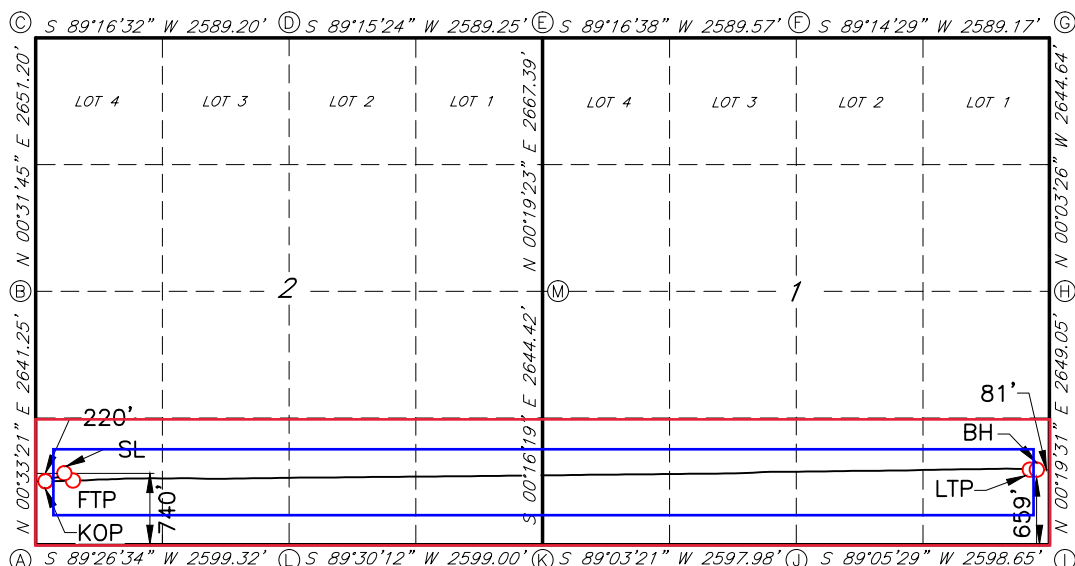
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RIO GRANDE 2/1 STATE COM #528H



GEODETIC DATA

GEODETTIC DATA
NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)

740' FSL - 220' FWL (SEC 2)
N: 612835.0 - E: 596201.3

LAT: 32.6846008° N
LONG: 104.1550089° W

KICK OFF POINT (KOP)

659' FSL - 23' FWL (SEC 2)
N: 612751.9 - E: 596003.5

LAT: 32.6843733° N
LONG: 104.1556524° W
MD = 6874.0

FIRST TAKE POINT (FTP)

663' FSL - 308' FWL (SEC 2)
N: 612759.2 - E: 596288.6

LAT: 32.6843919° N
LONG: 104.1547256° W
MD = 7450.0

LAST TAKE POINT (LTP)

660' FSL - 103' FEL (SEC 1)
N: 612882.9 - E: 606266.1

LAT: 32.6846816° N
LONG: 104.1222950° W
MD = 17453.0

BOTTOM HOLE (BH)

659' FSL - 81' FEL (SEC 1)
N: 612882.5 - E: 606288.1

LAT: 32.6846803° N
LONG: 104.1222235° W
MD = 17475.0

CORNER DATA

CORNER DATA
NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1941"
N: 612093.1 - E: 595974.2

B: FOUND BRASS CAP "1941"
N: 614733.6 - E: 595999.8

C: FOUND BRASS CAP "1914"
N: 617384.0 - E: 596024.3

D: FOUND BRASS CAP "1914"
N: 617416.7 - E: 598612.6

E: FOUND BRASS CAP "1914"
N: 617450.3 - E: 601201.0

F: FOUND BRASS CAP "1914"
N: 617483.0 - E: 603789.7

G: FOUND BRASS CAP "1914"
N: 617517.3 - E: 606378.0

H: FOUND BRASS CAP "1941"
N: 614873.3 - E: 606380.7

I: FOUND BRASS CAP "1941"
N: 612224.9 - E: 606365.7

J: FOUND BRASS CAP "1941"
N: 612183.7 - E: 603768.0

K: FOUND BRASS CAP "1941"
N: 612140.9 - E: 601171.0

L: FOUND BRASS CAP "1941"
N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"
N: 614783.6 - E: 601186.0

JOB #:LS22070865AD1

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
			Submittal Type:	☐ Initial Submittal
				☐ Amended Report
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-49893	Pool Code 96413	Pool Name PALMILLO; BONE SPRING, SOUTHWEST		
Property Code 333206	Property Name RIO GRANDE 2/1 STATE COM		Well Number 611H	
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY		Ground Level Elevation 3475'	
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal			Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal	

Surface Location

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 2040 FNL	Ft. from E/W 210 FWL	Latitude 32.6915061°N	Longitude 104.1549495°W	County EDDY
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Bottom Hole Location

UL A	Section 1	Township 19S	Range 28E	Lot 1	Ft. from N/S 659 FNL	Ft. from E/W 84 FEL	Latitude 32.6956057°N	Longitude 104.1221756°W	County EDDY
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Dedicated Acres 162.4	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-23049			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

UL D	Section 2	Township 19S	Range 28E	Lot 4	Ft. from N/S 673 FNL	Ft. from E/W 42 FWL	Latitude 32.6952568°N	Longitude 104.1554460°W	County EDDY
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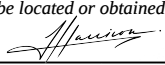
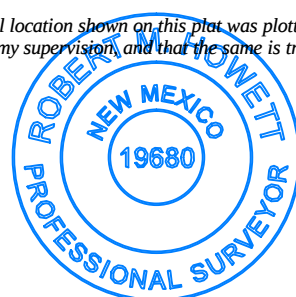
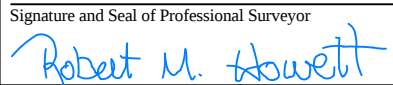
First Take Point (FTP)

UL D	Section 2	Township 19S	Range 28E	Lot 4	Ft. from N/S 693 FNL	Ft. from E/W 290 FWL	Latitude 32.6952092°N	Longitude 104.1546406°W	County EDDY
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Last Take Point (LTP)

UL A	Section 1	Township 19S	Range 28E	Lot 1	Ft. from N/S 659 FNL	Ft. from E/W 135 FEL	Latitude 32.6956030°N	Longitude 104.1223413°W	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
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Signature John Harrison	Date	Signature and Seal of Professional Surveyor 	
Printed Name john.harrison@mewbourne.com		Certificate Number 19680	Date of Survey 12/09/2023
Email Address			

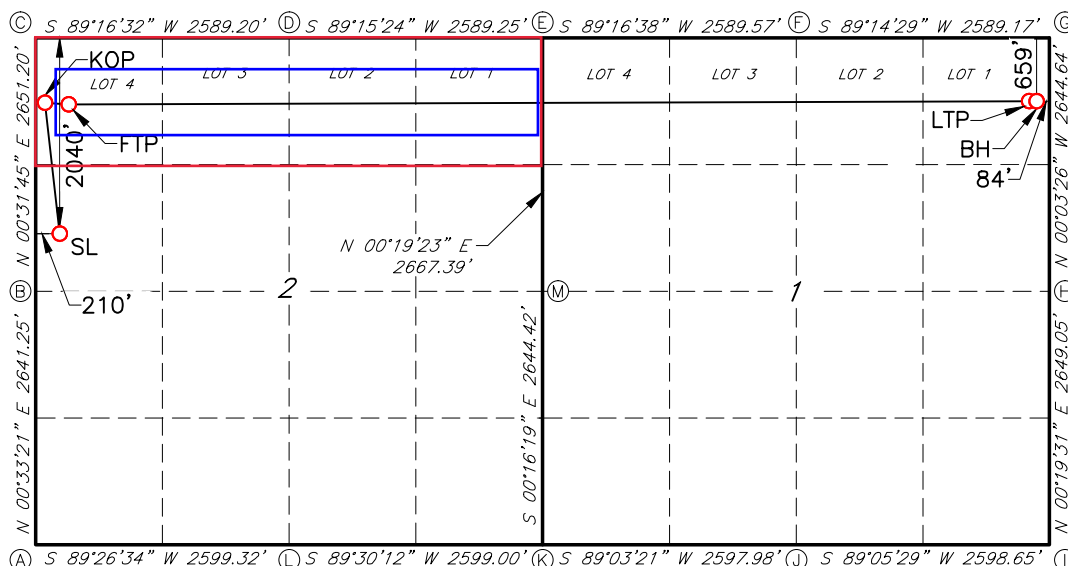
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RIO GRANDE 2/1 STATE COM #611H



GEODETTIC DATA
NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)
2040' FNL & 210' FWL SEC. 2
N: 615347.3 - E: 596215.4

LAT: 32.6915061° N
LONG: 104.1549495° W

KICK OFF POINT (KOP)
673' FNL & 42' FWL SEC. 2
N: 616711.6 - E: 596060.3

LAT: 32.6952568° N
LONG: 104.1554460° W
MD: = 8119.0'

FIRST TAKE POINT (FTP)
693' FNL & 290' FWL SEC. 2
N: 616694.7 - E: 596308.1

LAT: 32.6952092° N
LONG: 104.1546406° W
MD: = 8634.0'

LAST TAKE POINT (LTP)
659' FNL & 135' FWL SEC. 1
N: 616856.2 - E: 606244.0

LAT: 32.6956030° N
LONG: 104.1223413° W
MD: = 18604.0'

BOTTOM HOLE (BH)
659' FNL & 84' FWL SEC. 1
N: 616857.3 - E: 606295.0

LAT: 32.6956057° N
LONG: 104.1221756° W
MD: = 18655.0'

CORNER DATA
NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1941"
N: 612093.1 - E: 595974.2

B: FOUND BRASS CAP "1941"
N: 614733.6 - E: 595999.8

C: FOUND BRASS CAP "1914"
N: 617384.0 - E: 596024.3

D: FOUND BRASS CAP "1914"
N: 617416.7 - E: 598612.6

E: FOUND BRASS CAP "1914"
N: 617450.3 - E: 601201.0

F: FOUND BRASS CAP "1914"
N: 617483.0 - E: 603789.7

G: FOUND BRASS CAP "1914"
N: 617517.3 - E: 606378.0

H: FOUND BRASS CAP "1941"
N: 614873.3 - E: 606380.7

I: FOUND BRASS CAP "1941"
N: 612224.9 - E: 606365.7

J: FOUND BRASS CAP "1941"
N: 612183.7 - E: 603768.0

K: FOUND BRASS CAP "1941"
N: 612140.9 - E: 601171.0

L: FOUND BRASS CAP "1941"
N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"
N: 614783.6 - E: 601186.0

JOB #:LS22070861AD1

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			Submittal Type:	☐ Initial Submittal
	☐ Amended Report			
		☒ As Drilled		

WELL LOCATION INFORMATION

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Property Code 333206	Property Name RIO GRANDE 2/1 STATE COM		Well Number 611H	
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY		Ground Level Elevation 3475'	
Surface Owner: ☐ State ☐ Fee ☐ Tribal ☐ Federal			Mineral Owner: ☐ State ☐ Fee ☐ Tribal ☐ Federal	

Surface Location

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 2040 FNL	Ft. from E/W 210 FWL	Latitude 32.6915061°N	Longitude 104.1549495°W	County EDDY
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Bottom Hole Location

UL A	Section 1	Township 19S	Range 28E	Lot 1	Ft. from N/S 659 FNL	Ft. from E/W 84 FEL	Latitude 32.6956057°N	Longitude 104.1221756°W	County EDDY
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Dedicated Acres 161.6	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-23049			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

UL D	Section 2	Township 19S	Range 28E	Lot 4	Ft. from N/S 673 FNL	Ft. from E/W 42 FWL	Latitude 32.6952568°N	Longitude 104.1554460°W	County EDDY
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First Take Point (FTP)

UL D	Section 2	Township 19S	Range 28E	Lot 4	Ft. from N/S 693 FNL	Ft. from E/W 290 FWL	Latitude 32.6952092°N	Longitude 104.1546406°W	County EDDY
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Last Take Point (LTP)

UL A	Section 1	Township 19S	Range 28E	Lot 1	Ft. from N/S 659 FNL	Ft. from E/W 135 FEL	Latitude 32.6956030°N	Longitude 104.1223413°W	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
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Signature	Date	Signature and Seal of Professional Surveyor	
Printed Name		Certificate Number 19680	Date of Survey 12/09/2023
Email Address			

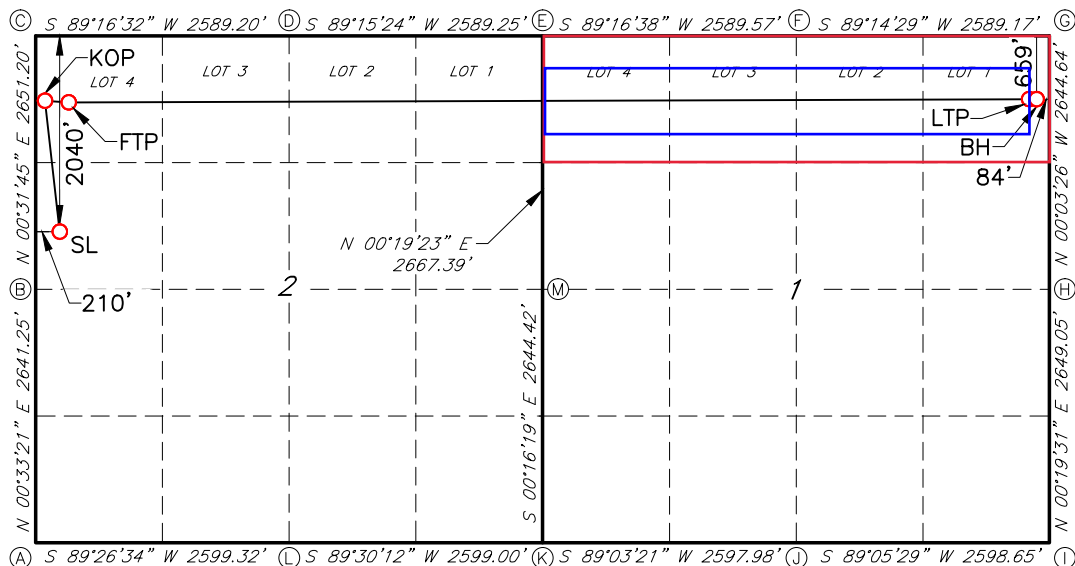
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RIO GRANDE 2/1 STATE COM #611H



GEODETTIC DATA
NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)
2040' FNL & 210' FWL SEC. 2
N: 615347.3 - E: 596215.4

LAT: 32.6915061° N
LONG: 104.1549495° W

KICK OFF POINT (KOP)
673' FNL & 42' FWL SEC. 2
N: 616711.6 - E: 596060.3

LAT: 32.6952568° N
LONG: 104.1554460° W
MD: = 8119.0'

FIRST TAKE POINT (FTP)
693' FNL & 290' FWL SEC. 2
N: 616694.7 - E: 596308.1

LAT: 32.6952092° N
LONG: 104.1546406° W
MD: = 8634.0'

LAST TAKE POINT (LTP)
659' FNL & 135' FWL SEC. 1
N: 616856.2 - E: 606244.0

LAT: 32.6956030° N
LONG: 104.1223413° W
MD: = 18604.0'

BOTTOM HOLE (BH)
659' FNL & 84' FWL SEC. 1
N: 616857.3 - E: 606295.0

LAT: 32.6956057° N
LONG: 104.1221756° W
MD: = 18655.0'

CORNER DATA
NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1941"
N: 612093.1 - E: 595974.2

B: FOUND BRASS CAP "1941"
N: 614733.6 - E: 595999.8

C: FOUND BRASS CAP "1914"
N: 617384.0 - E: 596024.3

D: FOUND BRASS CAP "1914"
N: 617416.7 - E: 598612.6

E: FOUND BRASS CAP "1914"
N: 617450.3 - E: 601201.0

F: FOUND BRASS CAP "1914"
N: 617483.0 - E: 603789.7

G: FOUND BRASS CAP "1914"
N: 617517.3 - E: 606378.0

H: FOUND BRASS CAP "1941"
N: 614873.3 - E: 606380.7

I: FOUND BRASS CAP "1941"
N: 612224.9 - E: 606365.7

J: FOUND BRASS CAP "1941"
N: 612183.7 - E: 603768.0

K: FOUND BRASS CAP "1941"
N: 612140.9 - E: 601171.0

L: FOUND BRASS CAP "1941"
N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"
N: 614783.6 - E: 601186.0

JOB #:LS22070861AD1

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
			Submittal Type:	☐ Initial Submittal
				☐ Amended Report
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-49895	Pool Code 96413	Pool Name PALMILLO; BONE SPRING, SOUTHWEST
Property Code 333182	Property Name RIO GRANDE 2/1 STATE COM	Well Number 613H
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY	Ground Level Elevation 3476'
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal		Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal

Surface Location

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 2060 FNL	Ft. from E/W 210 FWL	Latitude 32.6914510°N	Longitude 104.1549502°W	County EDDY
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Bottom Hole Location

UL H	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1970 FNL	Ft. from E/W 88 FEL	Latitude 32.6920015°N	Longitude 104.1221931°W	County EDDY
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Dedicated Acres 160	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-23056			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1883 FNL	Ft. from E/W 31 FWL	Latitude 32.6919321°N	Longitude 104.1555258°W	County EDDY
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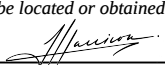
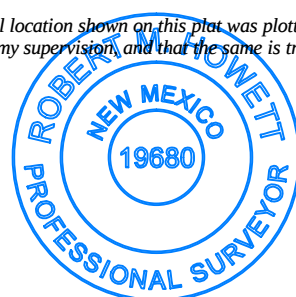
First Take Point (FTP)

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1924 FNL	Ft. from E/W 337 FWL	Latitude 32.6918295°N	Longitude 104.1545326°W	County EDDY
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Last Take Point (LTP)

UL H	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1972 FNL	Ft. from E/W 145 FEL	Latitude 32.6919945°N	Longitude 104.1223781°W	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
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OPERATOR CERTIFICATIONS <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> <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>		SURVEYOR CERTIFICATIONS <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>	
 11/07/2025 Signature Date		 Signature and Seal of Professional Surveyor	
Printed Name John Harrison		Certificate Number 19680	
Email Address john.harrison@mewbourne.com		Date of Survey 11/27/2023	

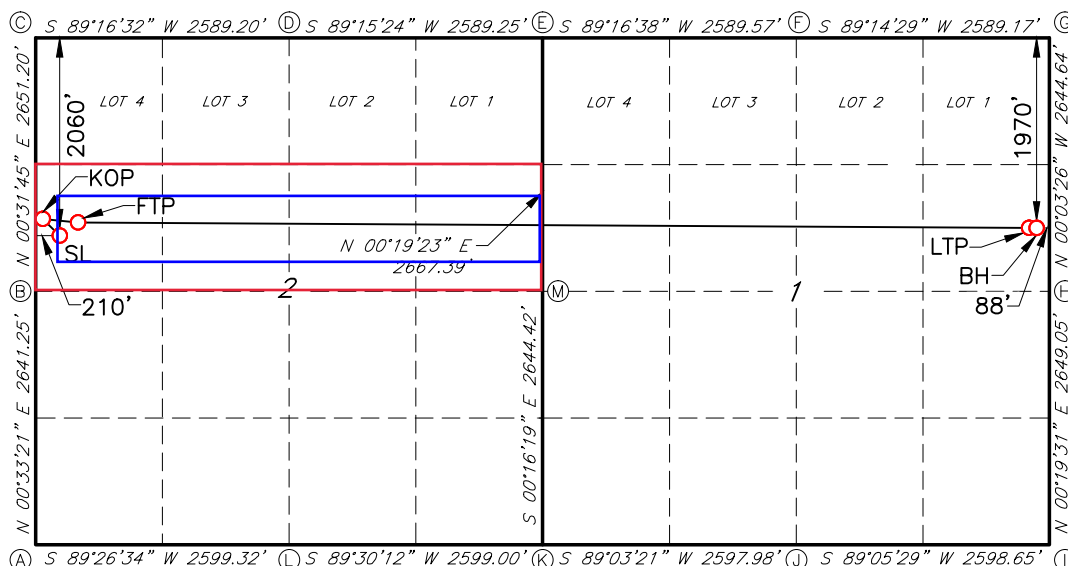
Note: No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.

ACREAGE DEDICATION PLATS

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.

RIO GRANDE 2/1 STATE COM #613H



GEODETTIC DATA
NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)
2060' FNL & 210' FWL SEC. 2
N: 615327.3 - E: 596215.2

LAT: 32.6914510° N
LONG: 104.1549502° W

KICK OFF POINT (KOP)
1883' FNL & 31' FWL SEC. 2
N: 615502.0 - E: 596037.8

LAT: 32.6919321° N
LONG: 104.1555258° W
MD: = 7931.0'

FIRST TAKE POINT (FTP)
1924' FNL & 337' FWL SEC. 2
N: 615465.2 - E: 596343.4

LAT: 32.6918295° N
LONG: 104.1545326° W
MD: = 8502.0'

LAST TAKE POINT (LTP)
1972' FNL & 145' FWL SEC. 1
N: 615543.4 - E: 606235.3

LAT: 32.6919945° N
LONG: 104.1223781° W
MD: = 18423.0'

BOTTOM HOLE (BH)
1970' FNL & 88' FWL SEC. 1
N: 615546.0 - E: 606292.2

LAT: 32.6920015° N
LONG: 104.1221931° W
MD: = 18480.0'

CORNER DATA
NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1941"
N: 612093.1 - E: 595974.2

B: FOUND BRASS CAP "1941"
N: 614733.6 - E: 595999.8

C: FOUND BRASS CAP "1914"
N: 617384.0 - E: 596024.3

D: FOUND BRASS CAP "1914"
N: 617416.7 - E: 598612.6

E: FOUND BRASS CAP "1914"
N: 617450.3 - E: 601201.0

F: FOUND BRASS CAP "1914"
N: 617483.0 - E: 603789.7

G: FOUND BRASS CAP "1914"
N: 617517.3 - E: 606378.0

H: FOUND BRASS CAP "1941"
N: 614873.3 - E: 606380.7

I: FOUND BRASS CAP "1941"
N: 612224.9 - E: 606365.7

J: FOUND BRASS CAP "1941"
N: 612183.7 - E: 603768.0

K: FOUND BRASS CAP "1941"
N: 612140.9 - E: 601171.0

L: FOUND BRASS CAP "1941"
N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"
N: 614783.6 - E: 601186.0

JOB #:LS22070862AD1

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
			Submittal Type:	☐ Initial Submittal
	☐ Amended Report			
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-49895	Pool Code 49550	Pool Name PALMILLO; BONE SPRING
Property Code 333182	Property Name RIO GRANDE 2/1 STATE COM	Well Number 613H
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY	Ground Level Elevation 3476'
Surface Owner: ☐ State ☐ Fee ☐ Tribal ☐ Federal		Mineral Owner: ☐ State ☐ Fee ☐ Tribal ☐ Federal

Surface Location

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 2060 FNL	Ft. from E/W 210 FWL	Latitude 32.6914510°N	Longitude 104.1549502°W	County EDDY
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Bottom Hole Location

UL H	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1970 FNL	Ft. from E/W 88 FEL	Latitude 32.6920015°N	Longitude 104.1221931°W	County EDDY
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Dedicated Acres 160	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-23056			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1883 FNL	Ft. from E/W 31 FWL	Latitude 32.6919321°N	Longitude 104.1555258°W	County EDDY
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First Take Point (FTP)

UL E	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1924 FNL	Ft. from E/W 337 FWL	Latitude 32.6918295°N	Longitude 104.1545326°W	County EDDY
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Last Take Point (LTP)

UL H	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1972 FNL	Ft. from E/W 145 FEL	Latitude 32.6919945°N	Longitude 104.1223781°W	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
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Signature	Date	Signature and Seal of Professional Surveyor	
Printed Name		Certificate Number 19680	Date of Survey 11/27/2023
Email Address			

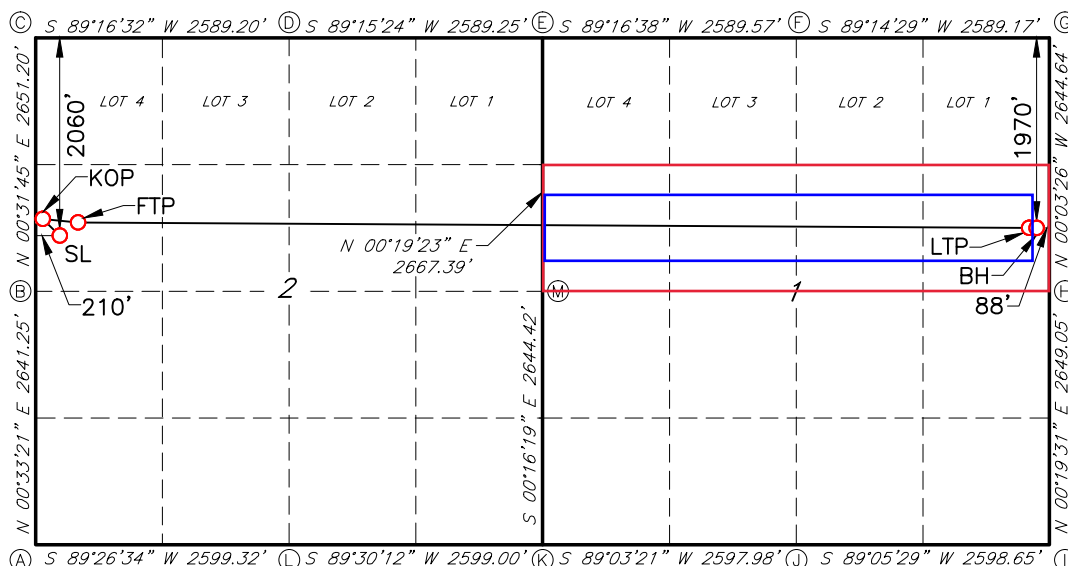
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RIO GRANDE 2/1 STATE COM #613H



GEODETTIC DATA
NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)
2060' FNL & 210' FWL SEC. 2
N: 615327.3 - E: 596215.2

LAT: 32.6914510° N
LONG: 104.1549502° W

KICK OFF POINT (KOP)
1883' FNL & 31' FWL SEC. 2
N: 615502.0 - E: 596037.8

LAT: 32.6919321° N
LONG: 104.1555258° W
MD: = 7931.0'

FIRST TAKE POINT (FTP)
1924' FNL & 337' FWL SEC. 2
N: 615465.2 - E: 596343.4

LAT: 32.6918295° N
LONG: 104.1545326° W
MD: = 8502.0'

LAST TAKE POINT (LTP)
1972' FNL & 145' FWL SEC. 1
N: 615543.4 - E: 606235.3

LAT: 32.6919945° N
LONG: 104.1223781° W
MD: = 18423.0'

BOTTOM HOLE (BH)
1970' FNL & 88' FWL SEC. 1
N: 615546.0 - E: 606292.2

LAT: 32.6920015° N
LONG: 104.1221931° W
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CORNER DATA
NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1941"
N: 612093.1 - E: 595974.2

B: FOUND BRASS CAP "1941"
N: 614733.6 - E: 595999.8

C: FOUND BRASS CAP "1914"
N: 617384.0 - E: 596024.3

D: FOUND BRASS CAP "1914"
N: 617416.7 - E: 598612.6

E: FOUND BRASS CAP "1914"
N: 617450.3 - E: 601201.0

F: FOUND BRASS CAP "1914"
N: 617483.0 - E: 603789.7

G: FOUND BRASS CAP "1914"
N: 617517.3 - E: 606378.0

H: FOUND BRASS CAP "1941"
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I: FOUND BRASS CAP "1941"
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J: FOUND BRASS CAP "1941"
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K: FOUND BRASS CAP "1941"
N: 612140.9 - E: 601171.0

L: FOUND BRASS CAP "1941"
N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"
N: 614783.6 - E: 601186.0

JOB #:LS22070862AD1

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
			Submittal Type:	☐ Initial Submittal
				☐ Amended Report
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-49994	Pool Code 96413	Pool Name PALMILLO; BONE SPRING, SOUTHWEST		
Property Code 334658	Property Name RIO GRANDE 2/1 STATE COM		Well Number 616H	
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY		Ground Level Elevation 3469'	
Surface Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal			Mineral Owner: ☒ State ☐ Fee ☐ Tribal ☐ Federal	

Surface Location

UL M	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 780 FSL	Ft. from E/W 220 FWL	Latitude 32.6847107°N	Longitude 104.1550075°W	County EDDY
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Bottom Hole Location

UL I	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1948 FSL	Ft. from E/W 91 FEL	Latitude 32.6882219°N	Longitude 104.1222241°W	County EDDY
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Dedicated Acres 240	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-22703-A			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

UL L	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1771 FSL	Ft. from E/W 33 FWL	Latitude 32.6874317°N	Longitude 104.1555778°W	County EDDY
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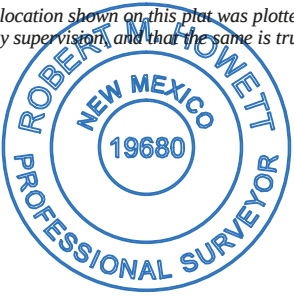
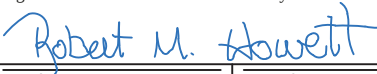
First Take Point (FTP)

UL L	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1822 FSL	Ft. from E/W 294 FWL	Latitude 32.6875765°N	Longitude 104.1547272°W	County EDDY
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Last Take Point (LTP)

UL I	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1948 FSL	Ft. from E/W 110 FEL	Latitude 32.6882212°N	Longitude 104.1222858°W	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
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Signature Released to Imaging: 6/29/2026 3:51:47 PM John Harrison	Date	Signature and Seal of Professional Surveyor 	
Printed Name john.harrison@mewbourne.com		Certificate Number 19680	Date of Survey 06/17/2023
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.

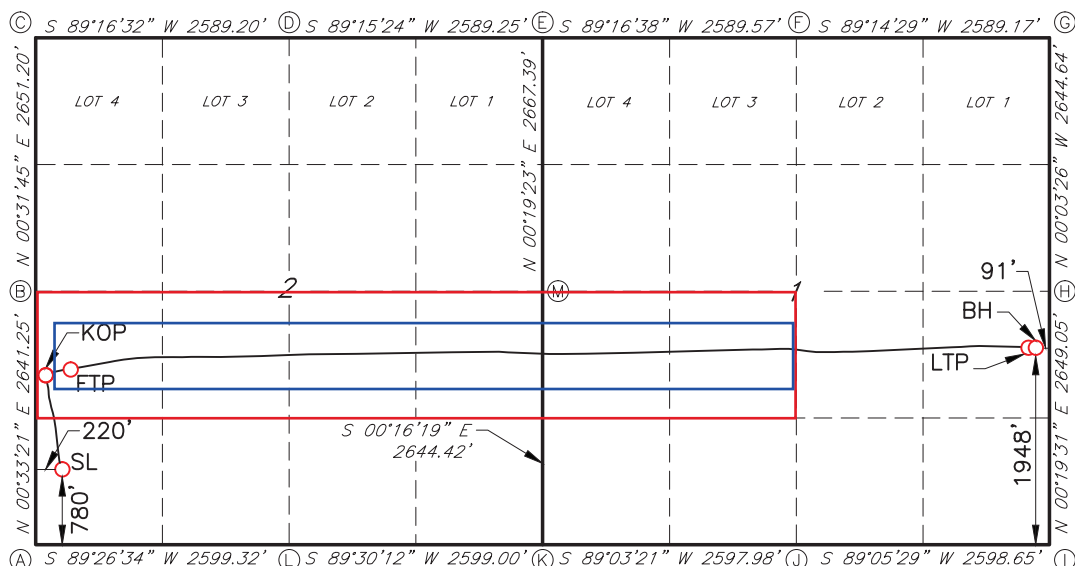
JOB #: LS22070866AD1

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RIO GRANDE 2/1 STATE COM #616H



GEODETTIC DATA
NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)
780' FSL - 220' FWL (SEC 2)
N: 612875.0 - E: 596201.7

LAT: 32.6847107° N
LONG: 104.1550075° W

KICK OFF POINT (KOP)
1771' FSL - 33' FWL (SEC 2)
N: 613864.7 - E: 596024.6

LAT: 32.6874317° N
LONG: 104.1555778° W
MD = 7904.0

FIRST TAKE POINT (FTP)
1822' FSL - 294' FWL (SEC 2)
N: 613917.8 - E: 596286.2

LAT: 32.6875765° N
LONG: 104.1547272° W
MD = 8587.0

LAST TAKE POINT (LTP)
1948' FSL - 110' FEL (SEC 1)
N: 614170.7 - E: 606266.4

LAT: 32.6882212° N
LONG: 104.1222858° W
MD = 18591.0

BOTTOM HOLE (BH)
1948' FSL - 91' FEL (SEC 1)
N: 614170.9 - E: 606285.4

LAT: 32.6882219° N
LONG: 104.1222241° W
MD = 18160.0

CORNER DATA
NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1941"
N: 612093.1 - E: 595974.2

B: FOUND BRASS CAP "1941"
N: 614733.6 - E: 595999.8

C: FOUND BRASS CAP "1914"
N: 617384.0 - E: 596024.3

D: FOUND BRASS CAP "1914"
N: 617416.7 - E: 598612.6

E: FOUND BRASS CAP "1914"
N: 617450.3 - E: 601201.0

F: FOUND BRASS CAP "1914"
N: 617483.0 - E: 603789.7

G: FOUND BRASS CAP "1914"
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H: FOUND BRASS CAP "1941"
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I: FOUND BRASS CAP "1941"
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J: FOUND BRASS CAP "1941"
N: 612183.7 - E: 603768.0

K: FOUND BRASS CAP "1941"
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L: FOUND BRASS CAP "1941"
N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"
N: 614783.6 - E: 601186.0

JOB #:LS22070866AD1

C-102 Submit Electronically Via OCD Permitting	State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION		Revised July 9, 2024	
			Submittal Type:	☐ Initial Submittal
				☐ Amended Report
		☒ As Drilled		

WELL LOCATION INFORMATION

API Number 30-015-49994	Pool Code 49550	Pool Name PALMILLO; BONE SPRING		
Property Code 334658	Property Name RIO GRANDE 2/1 STATE COM		Well Number 616H	
OGRID No. 14744	Operator Name MEWBOURNE OIL COMPANY		Ground Level Elevation 3469'	
Surface Owner: ☐ State ☐ Fee ☐ Tribal ☐ Federal			Mineral Owner: ☐ State ☐ Fee ☐ Tribal ☐ Federal	

Surface Location

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Bottom Hole Location

UL I	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1948 FSL	Ft. from E/W 91 FEL	Latitude 32.6882219°N	Longitude 104.1222241°W	County EDDY
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Dedicated Acres 80	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. R-22703-A			Well setbacks are under Common Ownership: ☐ Yes ☐ No	

Kick Off Point (KOP)

UL L	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1771 FSL	Ft. from E/W 33 FWL	Latitude 32.6874317°N	Longitude 104.1555778°W	County EDDY
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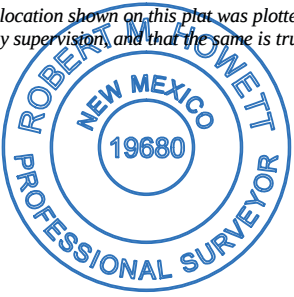
First Take Point (FTP)

UL L	Section 2	Township 19S	Range 28E	Lot	Ft. from N/S 1822 FSL	Ft. from E/W 294 FWL	Latitude 32.6875765°N	Longitude 104.1547272°W	County EDDY
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Last Take Point (LTP)

UL I	Section 1	Township 19S	Range 28E	Lot	Ft. from N/S 1948 FSL	Ft. from E/W 110 FEL	Latitude 32.6882212°N	Longitude 104.1222858°W	County EDDY
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
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OPERATOR CERTIFICATIONS <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> <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>		SURVEYOR CERTIFICATIONS <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>	
Signature Released to Imaging: 6/29/2026 3:51:47 PM	Date	Signature and Seal of Professional Surveyor 	
Printed Name		Certificate Number 19680	Date of Survey 06/17/2023
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.

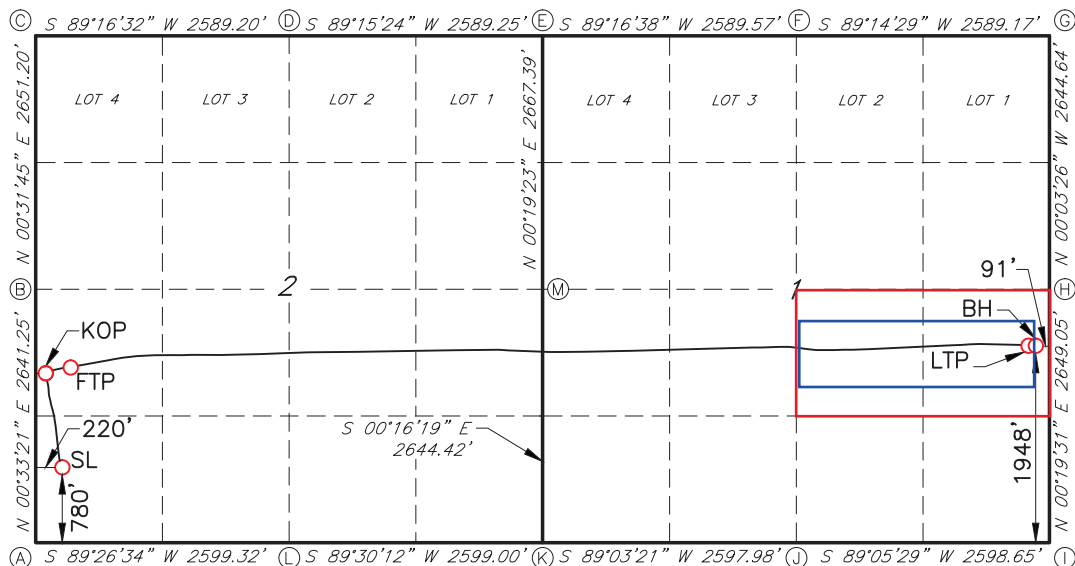
JOB #: LS22070866AD1

ACREAGE DEDICATION PLATS

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.

RIO GRANDE 2/1 STATE COM #616H



GEODETIC DATA

NAD 83 GRID - NM EAST

SURFACE LOCATION (SL)

780' FSL - 220' FWL (SEC 2)
N: 612875.0 - E: 596201.7

LAT: 32.6847107° N
LONG: 104.1550075° W

KICK OFF POINT (KOP)

1771' FSL - 33' FWL (SEC 2)
N: 613864.7 - E: 596024.6

LAT: 32.6874317° N
LONG: 104.1555778° W
MD = 7904.0

FIRST TAKE POINT (FTP)

1822' FSL - 294' FWL (SEC 2)
N: 613917.8 - E: 596286.2

LAT: 32.6875765° N
LONG: 104.1547272° W
MD = 8587.0

LAST TAKE POINT (LTP)

1948' FSL - 110' FEL (SEC 1)
N: 614170.7 - E: 606266.4

LAT: 32.6882212° N
LONG: 104.1222858° W
MD = 18591.0

BOTTOM HOLE (BH)

1948' FSL - 91' FEL (SEC 1)
N: 614170.9 - E: 606285.4

LAT: 32.6882219° N
LONG: 104.1222241° W
MD = 18160.0

CORNER DATA

NAD 83 GRID - NM EAST

A: FOUND BRASS CAP "1941"
N: 612093.1 - E: 595974.2

B: FOUND BRASS CAP "1941"
N: 614733.6 - E: 595999.8

C: FOUND BRASS CAP "1914"
N: 617384.0 - E: 596024.3

D: FOUND BRASS CAP "1914"
N: 617416.7 - E: 598612.6

E: FOUND BRASS CAP "1914"
N: 617450.3 - E: 601201.0

F: FOUND BRASS CAP "1914"
N: 617483.0 - E: 603789.7

G: FOUND BRASS CAP "1914"
N: 617517.3 - E: 606378.0

H: FOUND BRASS CAP "1941"
N: 614873.3 - E: 606380.7

I: FOUND BRASS CAP "1941"
N: 612224.9 - E: 606365.7

J: FOUND BRASS CAP "1941"
N: 612183.7 - E: 603768.0

K: FOUND BRASS CAP "1941"
N: 612140.9 - E: 601171.0

L: FOUND BRASS CAP "1941"
N: 612118.4 - E: 598572.7

M: FOUND BRASS CAP "1941"
N: 614783.6 - E: 601186.0

JOB #:LS22070866AD1

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

¹ API Number 30-015-49996	² Pool Code 96413	³ Pool Name PALMILLO; BONE SPRING, SOUTHWEST
⁴ Property Code 334658	⁵ Property Name RIO GRANDE 2/1 STATE COM	
⁷ OGRID NO. 14744	⁸ Operator Name MEWBOURNE OIL COMPANY	⁶ Well Number 618H
		⁹ Elevation 3470'

¹⁰ Surface Location

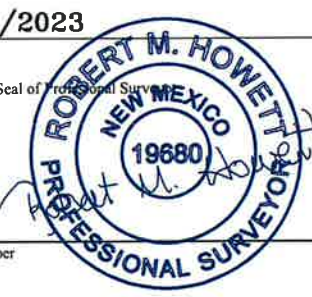
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet From the	East/West line	County
M	2	19S	28E		760	SOUTH	220	WEST	EDDY

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	1	19S	28E		649	SOUTH	86	EAST	EDDY

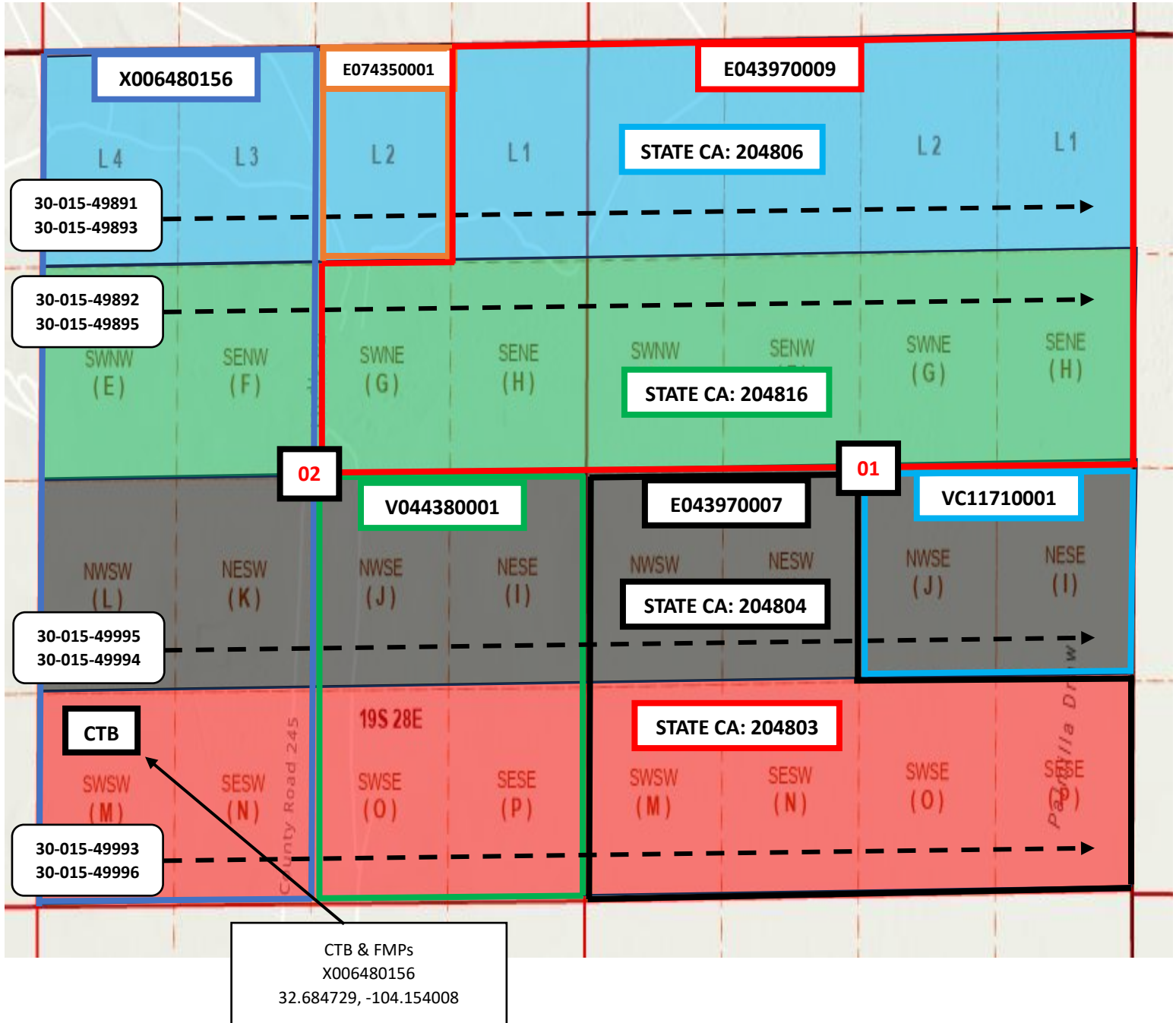
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.
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No allowable will be assigned to this completion until all interest have been consolidated or a non-standard unit has been approved by the division.

¹⁶ GEODEIC DATA NAD 83 GRID - NM EAST SURFACE LOCATION (SL) N: 612855.0 - E: 596201.5 LAT: 32.6846557° N LONG: 104.1550081° W KICK OFF POINT (KOP) 815' FSL - 29' FWL (SEC 2) N: 612908.1 - E: 596011.0 LAT: 32.6848025° N LONG: 104.1556272° W MD = 7913.0 FIRST TAKE POINT (FTP) 616' FSL - 202' FWL (SEC 2) N: 612710.9 - E: 596181.9 LAT: 32.6842597° N LONG: 104.1550728° W MD = 8552.0 LAST TAKE POINT (LTP) 649' FSL - 105' FWL (SEC 1) N: 612872.7 - E: 606264.1 LAT: 32.6846535° N LONG: 104.1223015° W MD = 18661.0		BOTTOM HOLE (BH) N: 612872.9 - E: 606283.1 LAT: 32.6846540° N LONG: 104.1223398° W MD = 18680.0 CORNER DATA NAD 83 GRID - NM EAST A: FOUND BRASS CAP "1941" N: 612093.1 - E: 595974.2 B: FOUND BRASS CAP "1941" N: 614733.6 - E: 595999.8 C: FOUND BRASS CAP "1914" N: 617384.0 - E: 596024.3 D: FOUND BRASS CAP "1914" N: 617416.7 - E: 598612.6 E: FOUND BRASS CAP "1914" N: 617450.3 - E: 601201.0 F: FOUND BRASS CAP "1914" N: 617483.0 - E: 603789.7 G: FOUND BRASS CAP "1914" N: 617517.3 - E: 606378.0 H: FOUND BRASS CAP "1941" N: 614873.3 - E: 606380.7 I: FOUND BRASS CAP "1941" N: 612224.9 - E: 606365.7 J: FOUND BRASS CAP "1941" N: 612183.7 - E: 603768.0 K: FOUND BRASS CAP "1941" N: 612140.9 - E: 601171.0 L: FOUND BRASS CAP "1941" N: 612118.4 - E: 598572.7 M: FOUND BRASS CAP "1941" N: 614783.6 - E: 601186.0	
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: <u>Bennett Hall</u> Date: <u>12/6/2023</u> Printed Name: <u>Bennett Hall</u> E-mail Address: <u>bhall@mewbourne.com</u>		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. <u>07/14/2023</u> Date of Survey Signature and Seal of Professional Surveyor  19680 Certificate Number	

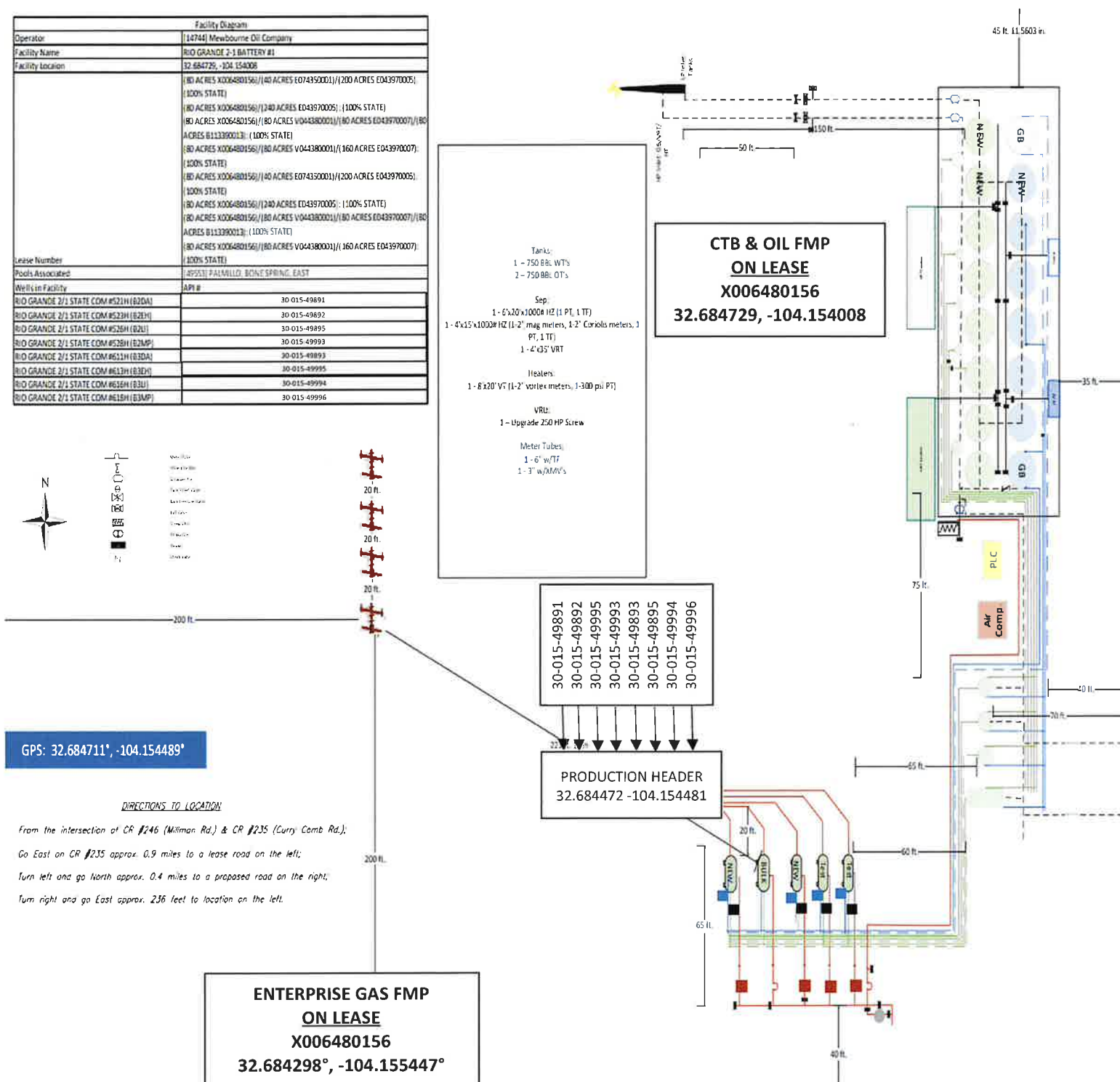
LS22070867AD

LEASE BOUNDARY MAP



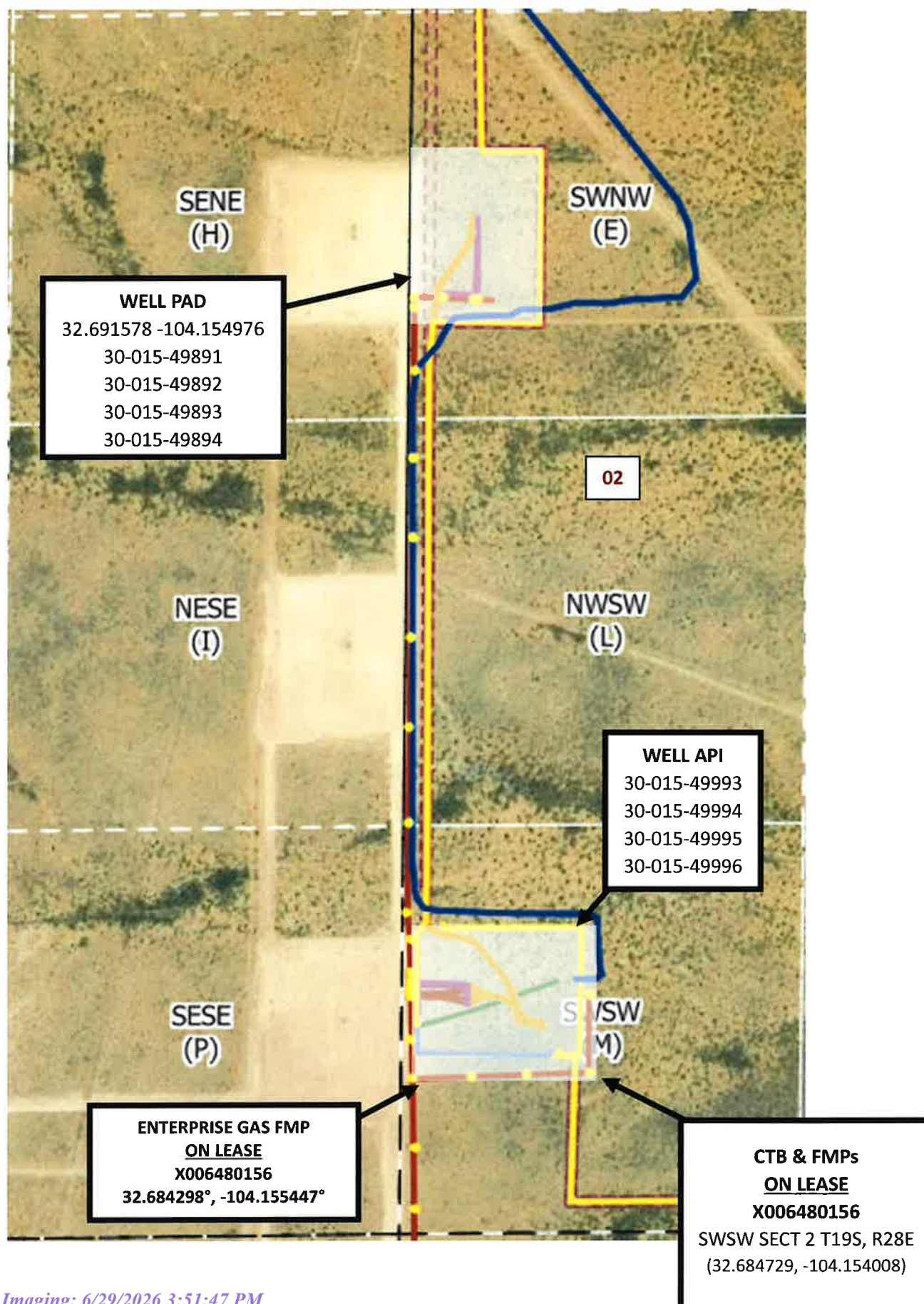
BATTERY DESIGN

Facility Diagram	
Operator	147441 Newbourne Oil Company
Facility Name	RIO GRANDE 2-1 BATTERY #1
Facility Location	32.684729, -104.154008
	(80 ACRES X006480156)/(140 ACRES E074350001)/(200 ACRES E043970005): (100% STATE)
	(80 ACRES X006480156)/(1240 ACRES E043970005): (100% STATE)
	(80 ACRES X006480156)/(180 ACRES V044380001)/(180 ACRES E043970007)/(180 ACRES B113390013): (100% STATE)
	(80 ACRES X006480156)/(180 ACRES V044380001)/(160 ACRES E043970007): (100% STATE)
	(80 ACRES X006480156)/(140 ACRES E074350001)/(200 ACRES E043970005): (100% STATE)
	(80 ACRES X006480156)/(1240 ACRES E043970005): (100% STATE)
	(80 ACRES X006480156)/(180 ACRES V044380001)/(180 ACRES E043970007)/(180 ACRES B113390013): (100% STATE)
	(80 ACRES X006480156)/(180 ACRES V044380001)/(160 ACRES E043970007): (100% STATE)
Leave Number	
Pools Associated	492531 PALMILLO, BONE SPRING, EAST
Wells in Facility	API #
RIO GRANDE 2/1 STATE COM #521H (B3DA)	30-015-49891
RIO GRANDE 2/1 STATE COM #523H (B2BH)	30-015-49892
RIO GRANDE 2/1 STATE COM #526H (B2U)	30-015-49895
RIO GRANDE 2/1 STATE COM #528H (B2MP)	30-015-49993
RIO GRANDE 2/1 STATE COM #611H (B3DA)	30-015-49893
RIO GRANDE 2/1 STATE COM #613H (B3DH)	30-015-49995
RIO GRANDE 2/1 STATE COM #656H (B3U)	30-015-49994
RIO GRANDE 2/1 STATE COM #616H (B3MP)	30-015-49996



EQUIPMENT LEGEND	
DESCRIPTION	ICON
3 PHASE HORIZONTAL BULK SEPARATOR	
3 PHASE HORIZONTAL SEPARATOR	
HORIZONTAL HEATER/TREATER	
VERTICAL HEATER/TREATER	
FLARE	
TEST VENT	
OIL TANK	
GUN BARREL	
WATER TANK	
METER TUBE	
AIR COMPRESSOR	
300KW GENERATOR	
GAS LIFT COMPRESSOR	
VRU	
LACT	
WATER ALLOCATION METER	
OIL ALLOCATION METER	
GAS ALLOCATION METER	

Aerial View



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.

Grant Roth
Print or Type Name


Signature

Petroleum Engineer
Title

12/3/2025
Date

grant.roth@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 -

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Check One Only for [B] or [C]

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☐ 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

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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.

Grant Roth
Print or Type Name


Signature

Petroleum Engineer
Title

12/3/2025
Date

grant.roth@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
[96413] PALMILLO; BONE SPRING, SOUTHWEST					
[49550] PALMILLO; BONE SPRING					

(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: Grant Roth TITLE: Petroleum Engineer DATE: 12/3/2025

TYPE OR PRINT NAME: Grant Roth TELEPHONE NO.: 575-393-5905

E-MAIL ADDRESS: grant.roth@mewbourne.com

Well Name	Location	API #	Pool #	MCFPD	Dry BTU @ 14.73 PSI
RIO GRANDE 2/1 STATE COM #521H (B2DA)	2020' FNL & 210' FWL, Sec 2, T19S, R28E	30-015-49891	[96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING	~1600	~1250
RIO GRANDE 2/1 STATE COM #523H (B2EH)	2080' FNL & 210' FWL, Sec 2, T19S, R28E	30-015-49892	[96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING	~1600	~1250
RIO GRANDE 2/1 STATE COM #526H (B2LI)	800' FSL & 220' FWL, Sec 2, T19S, R28E	30-015-49995	[96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING	~1800	~1250
RIO GRANDE 2/1 STATE COM #528H (B2MP)	2020' FNL & 210' FWL, Sec 2, T19S, R28E	30-015-49993	[96413] PALMILLO; BONE SPRING, SOUTHWEST	~1500	~1250
RIO GRANDE 2/1 STATE COM #611H (B3DA)	740' FSL & 220' FWL, Sec 2, T19S, R28E	30-015-49893	[96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING	~760	~1250
RIO GRANDE 2/1 STATE COM #613H (B3EH)	800' FSL & 220' FWL, Sec 2, T19S, R28E	30-015-49895	[96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING	~880	~1250
RIO GRANDE 2/1 STATE COM #616H (B3LI)	2020' FNL & 210' FWL, Sec 2, T19S, R28E	30-015-49994	[96413] PALMILLO; BONE SPRING, SOUTHWEST / [49550] PALMILLO; BONE SPRING	~900	~1250
RIO GRANDE 2/1 STATE COM #618H (B3MP)	760' FSL & 220' FWL, Sec 2, T19S, R28E	30-015-49996	[96413] PALMILLO; BONE SPRING, SOUTHWEST	~1200	~1250

MEWBOURNE OIL COMPANY

4801 Business Park Blvd
Hobbs, NM 88240
575-393-5905

December 30, 2025

Via Certified Mail

See Attached Address List

Ladies and Gentlemen:

Mewbourne Oil Company ("Mewbourne") has filed an application with the New Mexico Oil Conservation Division ("Division") seeking authorization to surface commingle production from the wells attached hereto and all future wells located on the Leases, covering all or portions of Sections 1 & 2, T19S, R28E, Eddy County, New Mexico. All oil and gas production from these wells is to be stored in a Central Tank Battery and all gas production will be measured by a meter for each well, then commingled and sold to a common gas sales meter located on the same pad as the CTB. Information detailing each well is attached.

If you object to the either application, you must notify the Division in writing no later than 20 days from the date of this letter (the Division's address is 1220 South St. Francis Drive, Santa Fe, New Mexico 87505). Failure to object will preclude you from contesting this matter later.

Should you have any questions regarding the above, please email Grant Roth at grant.roth@mewbourne.com call him at (575) 393-5905.

Sincerely,

MEWBOURNE OIL COMPANY

Rio Grande Commingle - Notice List

Owner Name	ADDRESS	CITY	STATE	ZIP	Tracking
ARB-LMB PC I BPEOR NM, LLC	201 MAIN STREET, STE 2750	FORT WORTH	TX	76102	9414836208551293085764
ARB-LMB PC II BPEOR NM, LLC	201 MAIN STREET, STE 2750	FORT WORTH	TX	76102	9414836208551293085740
ARB-SRB PC I BPEOR NM, LLC	201 MAIN STREET, STE 2750	FORT WORTH	TX	76102	9414836208551293085757
ARB-SRB PC II BPEOR NM, LLC	201 MAIN STREET, STE 2750	FORT WORTH	TX	76102	9414836208551293085771
CARROL SUE RENEAU JEFFERS	215 ANY WAY	LAKE JACKSON	TX	77566	9414836208551293085801
CHIEF CAPITAL (O&G) II LLC	8111 WESTCHESTER, SUITE 900	DALLAS	TX	75225	9414836208551293085795
COG OPERATING LLC	600 W. Illinois Ave.	Midland	TX	79701	9414836208551293085818
CTAM O&G LLC	201 WEST MAIN STREET, STE 2750	FORT WORTH	TX	76102	9414836208551293085825
DEVON ENERGY PRODUCTION CO LP	333 W SHERIDAN AVE	OKLAHOMA CITY	OK	73102	9414836208551293085832
EOG RESOURCES INC	P O BOX 299586	HOUSTON	TX	77299	9414836208551293085849
EPB-PC BPEOR NM, LLC	201 MAIN STREET, STE 2750	FORT WORTH	TX	76102	9414836208551293085856
GC O&G, LLC	201 WEST MAIN STREET, STE 2750	FORT WORTH	TX	76102	9414836208551293085863
LMBI I BPEOR NM, LLC	201 WEST MAIN STREET, STE 2750	FORT WORTH	TX	76102	9414836208551293085870
LMBI II BPEOR NM, LLC	201 WEST MAIN STREET, STE 2750	FORT WORTH	TX	76102	9414836208551293085917
MARATHON OIL PERMIAN LLC	600 W. Illinois Ave.	Midland	TX	79701	9414836208551293085887
MICHAEL RAY RENEAU	502 BROCKMAN	CLUTE	TX	77531	9414836208551293085924
MNO (I) LLC	800 CAPITOL STREET, SUITE 3600	HOUSTON	TX	77002	9414836208551293085894
MONGOOSE MINERALS LLC	22295 NETWORK PLACE	CHICAGO	IL	60673	9414836208551293085931
NESTEGG ENERGY CORPORATION	2308 SIERRA VISTA RD	ARTESIA	NM	88210	9414836208551293085900
NEW MEXICO STATE LAND OFFICE	310 OLD SANTA FE TRAIL	SANTA FE	NM	87501	9414836208551293085948
NHPP II FORTUNA PERMIAN LP	1106 WITTERD STE 400	HOUSTON	TX	77055	9414836208551293085955
PERMIAN RESOURCES OPERATING LLC	300 N MARIENFELD ST STE 1000	MIDLAND	TX	79701	9414836208551293085993
SRBI I BPEOR NM, LLC	201 WEST MAIN STREET, STE 2750	FORT WORTH	TX	76102	9414836208551293085962
SRBI II BPEOR NM, LLC	201 WEST MAIN STREET, STE 2750	FORT WORTH	TX	76102	9414836208551293086013
SRBMT I BPEOR NM LLC	201 MAIN STREET, SUITE 2300	FORT WORTH	TX	76102	9414836208551293085979
SRBMT II BPEOR NM LLC	201 MAIN STREET, SUITE 2300	FORT WORTH	TX	76102	9414836208551293086006
THRU LINE BPEOR NM, LLC	201 WEST MAIN STREET, STE 2750	FORT WORTH	TX	76102	9414836208551293085986
VEER ENERGY HOLDINGS LLC	7670 WOODWAY DRIVE, STE 357	HOUSTON	TX	77063	9414836208551293086020
VERITAS PERMIAN RESOURCES III LLC	6500 WHITE SETTLEMENT ROAD	WESTWORTH VILLAGE	TX	76114	9414836208551293086037
WD I BPEOR NM LLC	201 MAIN ST STE 2750	FORT WORTH	TX	76102	9414836208551293086075
WD II BPEOR NM LLC	201 MAIN ST STE 2750	FORT WORTH	TX	76102	9414836208551293086044
XTO DELAWARE BASIN LLC	22777 SPRINGWOODS VILLAGE PKWY	SPRING	TX	77389	9414836208551293086099
XTO PERMIAN, LLC	22777 SPRING WOODS VILLAGE PKWY	SPRING	TX	77389	9414836208551293086051
XTO ROYALTY HOLDINGS LP	22777 SPRINGWOODS VILLAGE PRAKWAY	SPRING	TX	77389	9414836208551293086082
YATES BROTHERS	P O BOX 1394	ARTESIA	NM	88211	9414836208551293086068

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: Mitch Robb

Title: Petroleum Landman

Date: 12/30/2025

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

Mewbourne Oil Co
Rio Grande State Com #521H
Bone Spring
Township: 19 South, Range: 28 East, NMPM
Section 1: N2N2
Section 2: N2N2

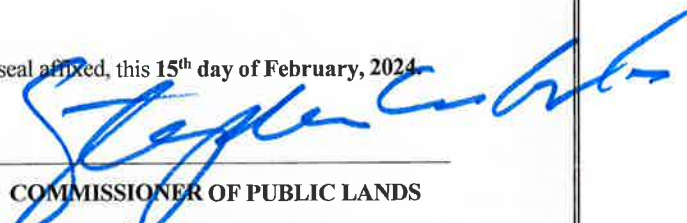
Eddy County, New Mexico

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 **October 01, 2023**, 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 15th day of February, 2024.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**New Mexico State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised July 2023

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 15

- 49891

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1st [day] of October [month], 2023, by and between the parties signing below ("Parties"):

WHEREAS, the Commissioner of Public Lands of the State of New Mexico ("Commissioner") is authorized by the Legislature, as set forth in Section 19-10-53, NMSA 1978, in the interest of development of oil and 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 and 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 ("OCD") 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 to be fair and equitable.

WHEREAS, the Parties own working, royalty, or other leasehold or other 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 and regulations, which leases, along with the well(s) on each lease to be encompassed by this Agreement, 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.

ONLINE
version

State/State

2023 DEC -4 AM 11:40

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

1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: N/2N/2

Of Sect(s): 1 & 2 Twp: 19S Rng: 28E NMPM Eddy County, NM

Containing 324 acres, more or less. It is the judgment of the Parties 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 OCD, 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 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 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 or performance of other lease obligations 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.

ONLINE
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State/State

2023 DEC -4 AM 11:49

4. Mewbourne Oil Company shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by Mewbourne Oil Company. If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.

5. The Commissioner hereafter is entitled to the right to take in kind the Commissioner's share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royaltyshare taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the Parties 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 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.

9. This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, 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 applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well 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 located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner 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.

ONLINE
version

State/State

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2023 DEC -4 AM 11:48

10. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner 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. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing 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 this Agreement or any lease from the State of New Mexico included in this Agreement

11. Operator shall furnish the Commissioner and the OCD, 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.

12. It is agreed between the Parties that the Commissioner, or the Commissioner's 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 Land Office and the OCD.

13. If any order of the OCD 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.

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 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.

15. 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.

16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19.7.64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19.7.64 NMSA (1978). **The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.**

17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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

Commissioner of Public Lands: _____ Date: _____

ONLINE
version

State/State

2023 DEC-4 AM 11:40

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: Corey Mitchell
Corey Mitchell, Attorney-in-Fact *me*

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

**XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC**
(Working Interest Owner)

By: _____
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Working Interest Owner)

By: _____
Lindsey N. Miles, Vice President-Land

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith , Agent & Attorney-in-Fact

2023 DEC -4 AM 11:40
5

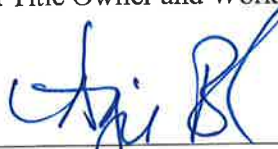
Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

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

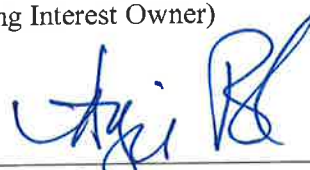
MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: _____
Corey Mitchell, Attorney-in-Fact

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By:  _____ *CS*
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC
(Working Interest Owner)

By:  _____ *CS*
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Working Interest Owner)

By: _____
Lindsey N. Miles, Vice President-Land

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith , Agent & Attorney-in-Fact

2023 DEC -4 AM 11:49
5

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: _____
Corey Mitchell, Attorney-in-Fact

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By:  _____ ^{CS}
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC
(Working Interest Owner)

By:  _____ ^{CS}
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Working Interest Owner)

By: _____
Lindsey N. Miles, Vice President-Land

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith , Agent & Attorney-in-Fact

2023 DEC -4 5 AM 11:4

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: _____
Corey Mitchell, Attorney-in-Fact

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

**XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC**
(Working Interest Owner)

By: _____
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Working Interest Owner)

By:  _____
David M. Korell, Land Manager AB

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith , Agent & Attorney-in-Fact

2023 DEC -4 AM 11:40

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: _____
Corey Mitchell, Attorney-in-Fact

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC
(Working Interest Owner)

By: _____
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Working Interest Owner)

By: _____
Lindsey N. Miles, Vice President-Land

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith , Agent & Attorney-in-Fact



2023 DEC -4 AM 11:4

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: 
Ryan D. Owen, Attorney-in-Fact JH
BTR

OCCIDENTAL PERMIAN LIMITED PARTNERSHIP
(Record Title Owner)

By: _____
James Laning, Attorney-in-Fact

MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By: _____
Glen J. Hodge, Attorney-in-Fact

VEER CAPITAL PARTNERS, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Vignesh Proddaturi, Managing Member

2023 DEC -4 PM 11:40

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: _____
Ryan D. Owen, Attorney-in-Fact

OCCIDENTAL PERMIAN LIMITED PARTNERSHIP
(Record Title Owner)

By:  _____ JIG
James Laning, Attorney-in-Fact

MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By: _____
Glen J. Hodge, Attorney-in-Fact

VEER CAPITAL PARTNERS, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Vignesh Proddaturi, Managing Member

2023 DEC -4 AM 11:40

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: _____
Ryan D. Owen, Attorney-in-Fact

OCCIDENTAL PERMIAN LIMITED PARTNERSHIP
(Record Title Owner)

By: _____
James Laning, Attorney-in-Fact

MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By:  _____
Glen J. Hodge, Attorney-in-Fact 

VEER CAPITAL PARTNERS, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Vignesh Proddaturi, Managing Member

2023 DEC -4 AM 11:40

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: _____
Ryan D. Owen, Attorney-in-Fact

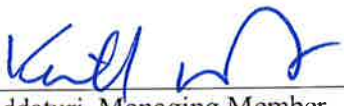
OCCIDENTAL PERMIAN LIMITED PARTNERSHIP
(Record Title Owner)

By: _____
James Laning, Attorney-in-Fact

MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By: _____
Glen J. Hodge, Attorney-in-Fact

VEER CAPITAL PARTNERS, LLC
(Record Title Owner and Working Interest Owner)

By:  _____
~~Vignesh Proddaturi, Managing Member~~
Keith Wiler - atty in fact

2023 DEC -4 AM 11:40

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: _____
Ryan D. Owen, Attorney-in-Fact

MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By: _____
Glen J. Hodge, Attorney-in-Fact

VEER CAPITAL PARTNERS, LLC
(Working Interest Owner)

By: Keith Wiles
~~Vignesh Proddaturi, Managing Member~~
Keith Wiles atty-in-fact

2023 DEC -4 AM 11:40

6

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 16 day of October 2023, by Corey Mitchell, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of said corporation.



[Signature]
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by Angie Repka-Land Manager-Permian-Delaware Basin as Attorney-in-Fact of **XTO Delaware Basin, LLC**, a _____ limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by Angie Repka-Land Manager-Permian-Delaware Basin New Mexico as Attorney-in-Fact of XTO Energy, Inc., on behalf of **XTO Permian, LLC**, a Texas limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

2023 DEC -4 AM 11:49

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this _____ day of _____, by Corey Mitchell, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of said corporation.

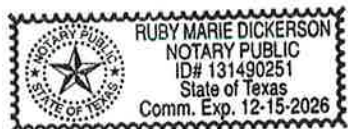
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 13 day of November 2023 by Angie Repka-Land Manager-Permian-Delaware Basin as Attorney-in-Fact of **XTO Delaware Basin, LLC**, a RMD limited liability company on behalf of said limited liability company.

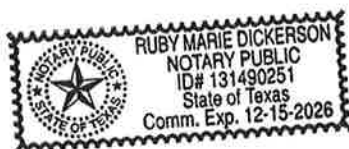


Ruby Marie Dickerson
Notary Public
12-15-2026
My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 13 day of November 2023 by Angie Repka-Land Manager-Permian-Delaware Basin New Mexico as Attorney-in-Fact of XTO Energy, Inc., on behalf of **XTO Permian, LLC**, a Texas limited liability company on behalf of said limited liability company.



Ruby Marie Dickerson
Notary Public
12-15-2026
My Commission expires

2023 DEC -4 AM 11:49

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this _____ day of _____, by Corey Mitchell, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of said corporation.

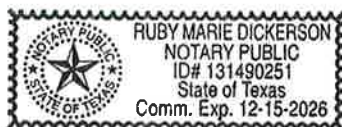
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 13 day of November 2023 by Angie Repka-Land Manager-Permian-Delaware Basin as Attorney-in-Fact of **XTO Delaware Basin, LLC**, a /RMD limited liability company on behalf of said limited liability company.

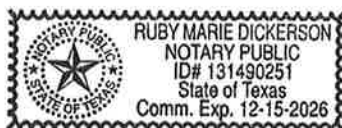


Ruby Marie Dickerson
Notary Public
12-15-2026
My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 13 day of November 2023 by Angie Repka-Land Manager-Permian-Delaware Basin New Mexico as Attorney-in-Fact of XTO Energy, Inc., on behalf of **XTO Permian, LLC**, a Texas limited liability company on behalf of said limited liability company.



Ruby Marie Dickerson
Notary Public
12-15-2026
My Commission expires

2023 DEC -4 AM 11:49

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this 8th day of November by David M. Korell as Land Manager of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.



Cynthia Sheldon
Notary Public
11.25.2025
My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ by Matthew W. Smith as Agent & Attorney-in-Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by James Laning as Attorney-in-Fact of **Occidental Permian Limited Partnership**, a Texas limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

2023 DEC -4 PM 11:40

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this _____ day of _____ by Lindsey N. Miles as Vice President of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.

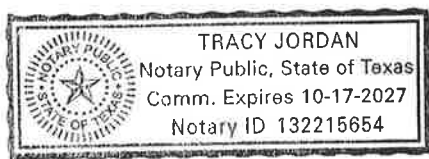
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 2nd day of November, 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

10-17-2023
My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by James Laning as Attorney-in-Fact of **Occidental Permian Limited Partnership**, a Texas limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

2023 DEC -4 AM 11:43

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this _____ day of _____ by Lindsey N. Miles as Vice President of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ by Matthew W. Smith as Agent & Attorney-in-Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

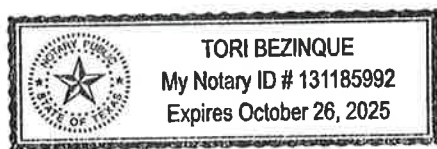
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 7 day of November by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.



T. Bezinque
Notary Public

11.26.25
My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by James Laning as Attorney-in-Fact of **Occidental Permian Limited Partnership**, a Texas limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

2023 DEC -4 AM 11:40

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this _____ day of _____ by Lindsey N. Miles as Vice President of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ by Matthew W. Smith as Agent & Attorney-in-Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.

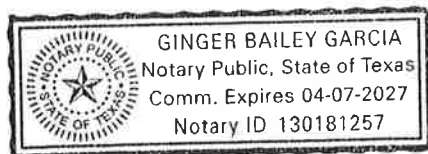
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 31 day of October 2023 by James Laning as Attorney-in-Fact of **Occidental Permian Limited Partnership**, a Texas limited partnership on behalf of said limited partnership.



[Signature]
Notary Public

4/7/2027
My Commission expires

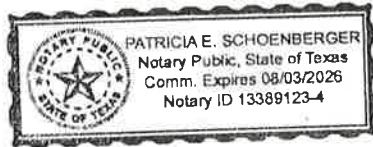
2023 DEC -4 AM 11:40

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 27th day of November, 2023 by Glen J. Hodge as Attorney-in-Fact of **Marathon Oil Permian LLC**, a Delaware limited liability company on behalf of said limited liability company.



Patricia E. Schoenberger
Notary Public
8/3/2026
My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by Vignesh Proddaturi, Managing Member of **Veer Capital Partners, LLC**, a Delaware limited liability company, on behalf of said limited liability company

Notary Public

My Commission expires

2023 DEC -4 AM 11:41

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by Glen J. Hodge as Attorney-in-Fact of **Marathon Oil Permian LLC**, a Delaware limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

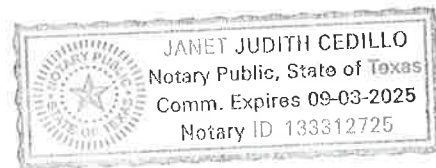
a Hg in Fact
This instrument was acknowledged before me this 30th day of October by *Keith Wilk*
Vignesh Proddaturi, Managing Member of Veer Capital Partners, LLC, a Delaware limited liability company, on behalf of said limited liability company

Janet Cedillo

Notary Public

9/31/25

My Commission expires



2023 DEC -4 AM 11:41

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

STATE OF TEXAS

COUNTY OF HARRIS

a 44 in
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This instrument was acknowledged before me this 30th day of October by Vignesh Proddaturi, Managing Member of Veer Capital Partners, LLC, a Delaware limited liability company, on behalf of said limited liability company

Keith

Janet Cedillo
Notary Public 9/3/2025
My Commission expires



2023 DEC -4 AM 11:41

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1, 2023 by and between
Mewbourne Oil Company and XTO Delaware Basin, et al, covering the
N/2N/2 of Sections 1 & 2, Township 19 South Range 28 East, Eddy County, New Mexico.

Section 2			Section 1
Tract 1 State Lease XO-648 81 acres	Tract 2 State Lease E0-7435 40.65 acres	Tract 3 State Lease E0-4397 202.35 acres	Tract 3 State Lease E0-4397 202.35 acres

2023 DEC -4 AM 11:41

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2023 by and between
Mewbourne Oil Company and XTO Delaware Basin, et al, covering the
N/2N/2 of Sections 1 & 2, Township 19 South Range 28 East, Eddy County, New Mexico.

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:	Mewbourne Oil Company
Serial No. of Lease:	X0-648
Date of Lease:	November 14, 1922
Description of Lands Committed:	Lots 3 & 4 (N/2NW/4) of Section 2, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	81.00

Tract No. 2

Lessor:	State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record:	Occidental Permian Limited Partnership
Serial No. of Lease:	E0-7435
Date of Lease:	September 15, 1953
Description of Lands Committed:	Lot 2 (NW/4NE/4) of Section 2, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	40.65

Tract No. 3

Lessor:	State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record:	XTO Delaware Basin, LLC
Serial No. of Lease:	E0-4397
Date of Lease:	October 10, 1950
Description of Lands Committed:	Lot 1 (NE/4NE/4) of Section 1, and Lots 1-4 (N/2N/2) of Section 2, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	202.35

Communitization Agreement
Rio Grande 2/1 – N2N2 Bone Spring

RECAPITULATION

TRACT	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	81.00	25.000000%
No. 2	40.65	12.546296%
No. 3	202.35	62.453704%
TOTAL	324.00	100.000000%

2023 DEC -4 AM 11:41

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

Mewbourne Oil Co
Rio Grande 2 1 State Com #526H
Bone Spring
Township: 19 South, Range: 28 East, NMPM
Section 1: N2S2
Section 2: N2S2

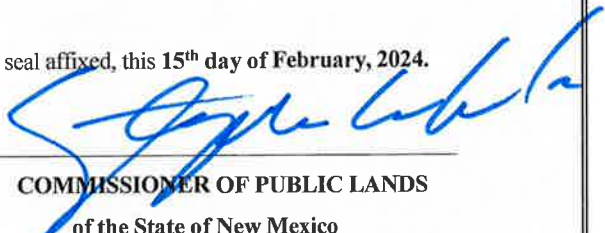
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 01, 2023**, 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 15th day of February, 2024.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**New Mexico State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised July 2023

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0¹⁵ - 49995

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1st [day] of March [month], 2023 by and between the parties signing below ("Parties"):

WHEREAS, the Commissioner of Public Lands of the State of New Mexico ("Commissioner") is authorized by the Legislature, as set forth in Section 19-10-53, NMSA 1978, in the interest of development of oil and 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 and 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 ("OCD") 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 to be fair and equitable.

WHEREAS, the Parties own working, royalty, or other leasehold or other 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 and regulations, which leases, along with the well(s) on each lease to be encompassed by this Agreement, 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.

ONLINE
version

State/State

1

2023 NOV -6 AM 10:25

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

1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: N/2S/2

Of Sect(s): 1 & 2 Twp: 19S Rng: 28E NMPM Eddy County, NM

Containing 320 acres, more or less. It is the judgment of the Parties 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 OCD, 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 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 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 or performance of other lease obligations 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 NOV -6 AM 10:25

4. Mewbourne Oil Company shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by Mewbourne Oil Company. If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.

5. The Commissioner hereafter is entitled to the right to take in kind the Commissioner's share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royaltyshare taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the Parties 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 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.

9. This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, 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 applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well 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 located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner 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.

ONLINE
version

State/State

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2023-12-11-6 AM 10:25

10. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner 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. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing 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 this Agreement or any lease from the State of New Mexico included in this Agreement

11. Operator shall furnish the Commissioner and the OCD, 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.

12. It is agreed between the Parties that the Commissioner, or the Commissioner's 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 Land Office and the OCD.

13. If any order of the OCD 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.

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 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.

15. 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.

2023-12-16 10:10:25

16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19.7.64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19.7.64 NMSA (1978). **The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.**

17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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

Commissioner of Public Lands: _____ Date: _____

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: Corey Mitchell
Corey Mitchell, Attorney-in-Fact *mm*

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC
(Working Interest Owner)

By: _____
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Record Title Owner and Working Interest Owner)

By: _____
Lindsey N. Miles, Vice President-Land

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith, Agent & Attorney-in-Fact

2023 OCT - 6 10:10:25

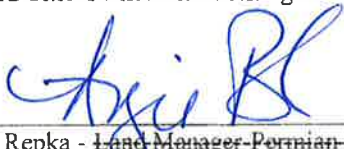
Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

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

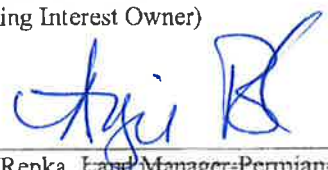
MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: _____
Corey Mitchell, Attorney-in-Fact

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By:  _____ *CS*
~~Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact~~
Commercial & Land Manager
Agent & Attorney-In-Fact

XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC
(Working Interest Owner)

By:  _____ *CS*
~~Angie Repka, Land Manager-Permian-Delaware Basin-New Mexico, Attorney-in-Fact~~
Commercial & Land Manager
Agent & Attorney-In-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Record Title Owner and Working Interest Owner)

By: _____
Lindsey N. Miles, Vice President-Land

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith, Agent & Attorney-in-Fact

2023 NOV - 6 AM 10:25

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: _____
Corey Mitchell, Attorney-in-Fact

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

**XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC**
(Working Interest Owner)

By: _____
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Record Title Owner and Working Interest Owner)

By:  _____
David M. Korell, Land Manager

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith, Agent & Attorney-in-Fact

2023 NOV - 6 AM 10:25

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: _____
Corey Mitchell, Attorney-in-Fact

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

**XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC**
(Working Interest Owner)

By: _____
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Record Title Owner and Working Interest Owner)

By: _____
Lindsey N. Miles, Vice President-Land

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith , Agent & Attorney-in-Fact



2023 NOV -6 AM 10:25

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By:  _____
Ryan D. Owen, Attorney-in-Fact mm
JH

OXY USA WTP LIMITED PARTNERSHIP
(Record Title Owner)

By: _____
James Laning, Attorney-in-Fact

2023 NOV -6 AM 10:26

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: _____
Ryan D. Owen, Attorney-in-Fact

OXY USA WTP LIMITED PARTNERSHIP
(Record Title Owner)

By:  _____ JLG
James Laning, Attorney-in-Fact

2023 NOV - 6 AM 10:26

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: _____
Ryan D. Owen, Attorney-in-Fact

OXY USA WTP LIMITED PARTNERSHIP
(Record Title Owner)

By: _____
James Laning, Attorney-in-Fact

MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By: Chase F. Rice
Chase F. Rice, Attorney-in-Fact *P.S.*

2023 NOV -6 PM 10:26

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: _____
Ryan D. Owen, Attorney-in-Fact

OXY USA WTP LIMITED PARTNERSHIP
(Record Title Owner)

By: _____
James Laning, Attorney-in-Fact

MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By: _____
Glen J. Hodge, Attorney-in-Fact

VEER CAPITAL PARTNERS, LLC
(Record Title Owner and Working Interest Owner)

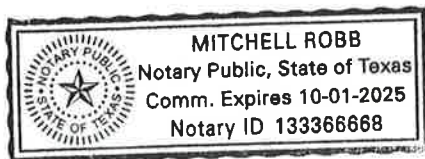
By: Keith Wilco
Vignesh Proddaturi, Managing Member
Keith Wilco atty-in-fact

2026-01-06 PM 10:26

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 1st day of March 2023, by Corey Mitchell, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of said corporation.



[Signature]
Notary Public
10/01/2025
My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ 2023 by Angie Repka-Land Manager-Permian-Delaware Basin as Attorney-in-Fact of **XTO Delaware Basin, LLC**, a _____ limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ 2023 by Angie Repka-Land Manager-Permian-Delaware Basin New Mexico as Attorney-in-Fact of XTO Energy, Inc., on behalf of **XTO Permian, LLC**, a Texas limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this _____ day of _____ 2023, by
Corey Mitchell, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of
said corporation.

Notary Public

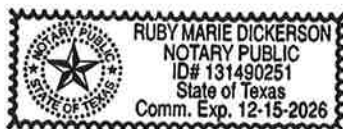
My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 29 day of March 2023 by
Angie Repka-Land Manager-Permian-Delaware Basin as Attorney-in-Fact of **XTO Delaware Basin,**
LLC, a Texas limited liability company on behalf of said limited liability company.

Angie Repka
Commercial & Land Manager
Agent & Attorney-In-Fact



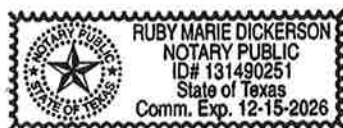
Ruby Marie Dickerson
Notary Public
12-15-2026
My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 29 day of March 2023 by
Angie Repka-Land Manager-Permian-Delaware Basin New Mexico as Attorney-in-Fact of **XTO Energy,**
Inc., on behalf of **XTO Permian, LLC**, a Texas limited liability company on behalf of said limited
liability company.

Angie Repka
Commercial & Land Manager
Agent & Attorney-In-Fact



Ruby Marie Dickerson
Notary Public
12-15-2026
My Commission expires

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this 28th day of September 2023 by David M. Korell as Land Manager of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.



Taylor J. Peterson
Notary Public

3-15-25
My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ 2023 by Matthew W. Smith as Agent & Attorney-in-Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ 2023 by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ 2023 by James Laning as Attorney-in-Fact of **OXY USA WTP Limited Partnership**, a Delaware limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H
STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

This instrument was acknowledged before me this _____ day of _____ 2023 by Lindsey N. Miles as Vice President of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.

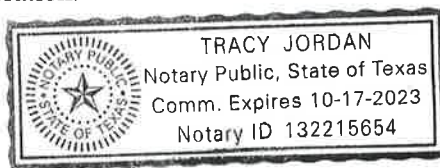
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 13 day of July 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
10-17-2023
My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ 2023 by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ 2023 by James Laning as Attorney-in-Fact of **OXY USA WTP Limited Partnership**, a Delaware limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H
STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this _____ day of _____ 2023 by Lindsey N. Miles as Vice President of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ 2023 by Matthew W. Smith as Agent & Attorney-in-Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

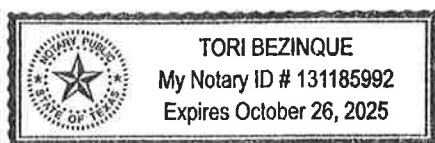
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 16TH day of April 2023 by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.



T. Bezinque

Notary Public

10-26-25

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ 2023 by James Laning as Attorney-in-Fact of **OXY USA WTP Limited Partnership**, a Delaware limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this _____ day of _____ 2023 by Lindsey N. Miles as Vice President of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ 2023 by Matthew W. Smith as Agent & Attorney-in-Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ 2023 by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.

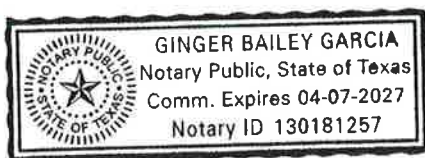
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 4th day of May 2023 by James Laning as Attorney-in-Fact of **OXY USA WTP Limited Partnership**, a Delaware limited partnership on behalf of said limited partnership.



Giblio
Notary Public

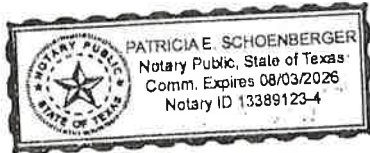
4/7/2027
My Commission expires

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 25 day of September 2023 by Chase F. Rice as Attorney-in-Fact of **Marathon Oil Permian LLC**, a Delaware limited liability company on behalf of said limited liability company.



Patricia Schoenberger
Notary Public
8/3/2026
My Commission expires

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ 2023 by
Glen J. Hodge as Attorney-in-Fact of **Marathon Oil Permian LLC**, a Delaware limited liability
company on behalf of said limited liability company.

Notary Public

My Commission expires

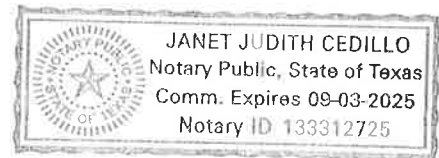
STATE OF TEXAS

COUNTY OF HARRIS

atty in fact This instrument was acknowledged before me this 30th day of October 2023 by Kerth Wiley,
~~Vignesh Proddaturi, Managing Member~~ of **Veer Capital Partners, LLC**, a Delaware limited liability
company, on behalf of said limited liability company

Janet Cedillo
Notary Public

9/3/25
My Commission expires



2023 NOV -6 AM 10:26

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated March 1, 2023 by and between
Mewbourne Oil Company and XTO Delaware Basin, et al, covering the
N/2S/2 of Sections 1 & 2, Township 19 South Range 28 East, Eddy County, New Mexico.

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:	Mewbourne Oil Company
Serial No. of Lease:	X0-648-156
Date of Lease:	November 14, 1922
Description of Lands Committed:	N/2SW/4 of Section 2, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	80.00

Tract No. 2

Lessor:	State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record:	Devon Energy Production Company, L.P.
Serial No. of Lease:	V0-4438-1
Date of Lease:	September 1, 1994
Description of Lands Committed:	N/2SE/4 of Section 2, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	80.00

Tract No. 3

Lessor:	State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record:	XTO Delaware Basin, LLC
Serial No. of Lease:	E0-4397-7
Date of Lease:	October 10, 1950
Description of Lands Committed:	N/2SW/4 of Section 1, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	80.00

2023 NOV -6 PM 10:26

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

Tract No. 4

Lessor: State of New Mexico acting by and through its
Commissioner of Public Lands
Lessee of Record: Veer Capital Partners, LLC
Serial No. of Lease: VC-1171
Date of Lease: October 1, 2023
Description of Lands Committed: N/2SE/4 of Section 1, T19S, R28E, NMPM, Eddy County, New
Mexico
No. of Acres: 80.00

RECAPITULATION

TRACT	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80.00	25.00%
No. 2	80.00	25.00%
No. 3	80.00	25.00%
No. 4	80.00	25.00%
TOTAL	320.00	100.00%

2023 NOV -6 AM 10:26

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1, 2023 by and between
Mewbourne Oil Company and XTO Delaware Basin, et al, covering the
N/2S/2 of Sections 1 & 2, Township 19 South Range 28 East, Eddy County, New Mexico.

Section 2		Section 1	
Tract 1 State Lease X0-648 80 acres	Tract 2 State Lease V0-4438 80 acres	Tract 3 State Lease E0-4397 80 acres	Tract 4 State Lease VC-1171 80 acres

2026 NOV -6 PM 10:26

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated March 1, 2023 by and between
Mewbourne Oil Company and XTO Delaware Basin, et al, covering the
N/2S/2 of Sections 1 & 2, Township 19 South Range 28 East, Eddy County, New Mexico.

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:	Mewbourne Oil Company
Serial No. of Lease:	X0-648-156
Date of Lease:	November 14, 1922
Description of Lands Committed:	N/2SW/4 of Section 2, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	80.00

Tract No. 2

Lessor:	State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record:	Devon Energy Production Company, L.P.
Serial No. of Lease:	V0-4438-1
Date of Lease:	September 1, 1994
Description of Lands Committed:	N/2SE/4 of Section 2, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	80.00

Tract No. 3

Lessor:	State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record:	XTO Delaware Basin, LLC
Serial No. of Lease:	E0-4397-7
Date of Lease:	October 10, 1950
Description of Lands Committed:	N/2SW/4 of Section 1, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	80.00

2023 NOV -6 PM 10:26

Communitization Agreement
Rio Grande 2/1 B2LI State Com #1H

Tract No. 4

Lessor:	State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record:	Veer Capital Partners, LLC
Serial No. of Lease:	VC-1171
Date of Lease:	October 1, 2023
Description of Lands Committed:	N/2SE/4 of Section 1, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	80.00

RECAPITULATION

TRACT	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80.00	25.00%
No. 2	80.00	25.00%
No. 3	80.00	25.00%
No. 4	80.00	25.00%
TOTAL	320.00	100.00%

2022 NOV -6 AM 10:26

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Mewbourne Oil Co
Rio Grande 2 1 State Com #613H
Bone Spring
Township: 19 South, Range: 28 East, NMPM
Section 1: S2N2
Section 2: S2N2

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 **October 01, 2023**, 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 27th day of February, 2024.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**New Mexico State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised July 2023

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 15 - 49895

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1st [day] of October [month], 2023 by and between the parties signing below ("Parties"):

WHEREAS, the Commissioner of Public Lands of the State of New Mexico ("Commissioner") is authorized by the Legislature, as set forth in Section 19-10-53, NMSA 1978, in the interest of development of oil and 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 and 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 ("OCD") 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 to be fair and equitable.

WHEREAS, the Parties own working, royalty, or other leasehold or other 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 and regulations, which leases, along with the well(s) on each lease to be encompassed by this Agreement, 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.

ONLINE
version

State/State

2023 DEC -4 AM 11:43

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

1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: S/2N/2

Of Sect(s): 1 & 2 Twp: 19S Rng: 28E NMPM Eddy County, NM

Containing 320 acres, more or less. It is the judgment of the Parties 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 OCD, 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 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 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 or performance of other lease obligations 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.

ONLINE
version

State/State

2

2023 DEC -4 AM 11:43

4. Mewbourne Oil Company shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by Mewbourne Oil Company. If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.

5. The Commissioner hereafter is entitled to the right to take in kind the Commissioner's share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royaltyshare taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the Parties 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 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.

9. This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, 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 applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well 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 located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner 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.

ONLINE
version

State/State

2023 DEC -4 AM 11:43

10. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner 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. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing 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 this Agreement or any lease from the State of New Mexico included in this Agreement

11. Operator shall furnish the Commissioner and the OCD, 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.

12. It is agreed between the Parties that the Commissioner, or the Commissioner's 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 Land Office and the OCD.

13. If any order of the OCD 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.

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 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.

15. 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.

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State/State

2023 DEC -4
4 AM 11:43

16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19.7.64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19.7.64 NMSA (1978). **The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.**

17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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

Commissioner of Public Lands: _____ Date: _____

ONLINE
version

State/State

2023 DEC -4 AM 11:44
5

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: Corey Mitchell
Corey Mitchell, Attorney-in-Fact *ml*

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC
(Working Interest Owner)

By: _____
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Working Interest Owner)

By: _____
Lindsey N. Miles, Vice President-Land

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith , Agent & Attorney-in-Fact

2023 DEC -4 AM 11:44

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: _____
Corey Mitchell, Attorney-in-Fact

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC
(Working Interest Owner)

By: _____
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Working Interest Owner)

By:  _____
David M. Korell, Land Manager 

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith , Agent & Attorney-in-Fact

2023 DEC -4 AM 11:44

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: _____
Corey Mitchell, Attorney-in-Fact

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC
(Working Interest Owner)

By: _____
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Working Interest Owner)

By: _____
Lindsey N. Miles, Vice President-Land

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith, Agent & Attorney-in-Fact


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2023 DEC -4 AM 11:44

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: 
Ryan D. Owen, Attorney-in-Fact JM
BTR

MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By: _____
Glen J. Hodge, Attorney-in-Fact

VEER CAPITAL PARTNERS, LLC
(Working Interest Owner)

By: _____
Vignesh Proddaturi, Managing Member

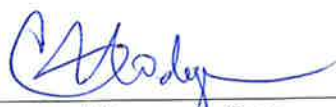
2023 DEC -4 AM 11:44

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: _____
Ryan D. Owen, Attorney-in-Fact

MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By:  _____
Glen J. Hodge, Attorney-in-Fact *for*

VEER CAPITAL PARTNERS, LLC
(Working Interest Owner)

By: _____
Vignesh Proddaturi, Managing Member

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: _____
Ryan D. Owen, Attorney-in-Fact

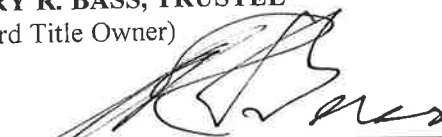
MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By: _____
Glen J. Hodge, Attorney-in-Fact

VEER CAPITAL PARTNERS, LLC
(Working Interest Owner)

By: _____
Vignesh Proddaturi, Managing Member

PERRY R. BASS, TRUSTEE
(Record Title Owner)

By:  _____
Sid R. Bass, Co-Trustee, dba Perry R. Bass, Trustee, of the Bass Management Trust *ven*

By: _____
Lee M. Bass, Co-Trustee, dba Perry R. Bass, Trustee, of the Bass Management Trust

2024 JUL 11 AM 9:47

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: _____
Ryan D. Owen, Attorney-in-Fact

MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By: _____
Glen J. Hodge, Attorney-in-Fact

VEER CAPITAL PARTNERS, LLC
(Working Interest Owner)

By: _____
Vignesh Proddaturi, Managing Member

PERRY R. BASS, TRUSTEE
(Record Title Owner)

By: _____
Sid R. Bass, Co-Trustee, dba Perry R. Bass, Trustee, of the Bass Management Trust

By:  _____
Lee M. Bass, Co-Trustee, dba Perry R. Bass, Trustee, of the Bass Management Trust

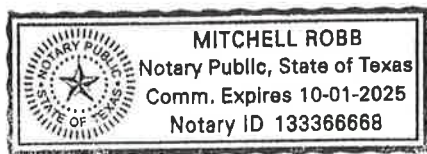
Handwritten initials

2024 JUL 11 AM 9:46

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 16 day of October 2023, by Corey Mitchell, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of said corporation.



[Signature]
Notary Public
My Commission expires _____

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by Angie Repka-Land Manager-Permian-Delaware Basin as Attorney-in-Fact of **XTO Delaware Basin, LLC**, a _____ limited liability company on behalf of said limited liability company.

Notary Public
My Commission expires _____

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by Angie Repka-Land Manager-Permian-Delaware Basin New Mexico as Attorney-in-Fact of XTO Energy, Inc., on behalf of **XTO Permian, LLC**, a Texas limited liability company on behalf of said limited liability company.

Notary Public
My Commission expires _____

2023 DEC -4 AM 11:44

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this 8th day of November by David M. Korell as Land Manager of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.



Cynthia Sheldon
Notary Public
11.25.2025
My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ by Matthew W. Smith as Agent & Attorney-in-Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by Glen J. Hodge as Attorney-in-Fact of **Marathon Oil Permian LLC**, a Delaware limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

2023 DEC -4 AM 11:44

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this _____ day of _____ by Lindsey N. Miles as Vice President of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.

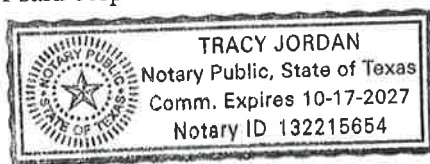
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 2nd day of November 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
10-17-2023
My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by Glen J. Hodge as Attorney-in-Fact of **Marathon Oil Permian LLC**, a Delaware limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

2023 DEC -4 11:44

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this _____ day of _____ by Lindsey N. Miles as Vice President of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ by Matthew W. Smith as Agent & Attorney-in-Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

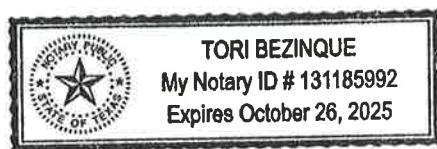
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 7 day of November by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.



T Bezique
Notary Public

10.26.25
My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by Glen J. Hodge as Attorney-in-Fact of **Marathon Oil Permian LLC**, a Delaware limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

2023 DEC -4 AM 11:44

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this _____ day of _____ by Lindsey N. Miles as Vice President of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ by Matthew W. Smith as Agent & Attorney-in-Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.

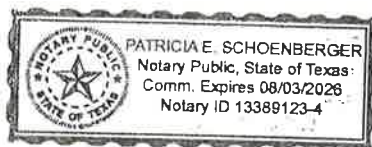
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 27th day of November, 2023 by Glen J. Hodge as Attorney-in-Fact of **Marathon Oil Permian LLC**, a Delaware limited liability company on behalf of said limited liability company.



Patricia E. Schoenberger
Notary Public
8/31/2026
My Commission expires

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by Vignesh Proddaturi, Managing Member of **Veer Capital Partners, LLC**, a Delaware limited liability company, on behalf of said limited liability company

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me this 2nd day of July by Sid R. Bass, Co-Trustee, dba Perry R. Bass, Trustee, of the Bass Management Trust.



Amber A. Fonseca
Notary Public
04.02.2025
My Commission expires

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ by Lee M. Bass, Co-Trustee, dba Perry R. Bass, Trustee, of the Bass Management Trust.

Notary Public

My Commission expires

2024 JUL 11 AM 9:46

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ by Vignesh Proddaturi, Managing Member of **Veer Capital Partners, LLC**, a Delaware limited liability company, on behalf of said limited liability company

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ by Sid R. Bass, Co-Trustee, dba Perry R. Bass, Trustee, of the Bass Management Trust.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me this 2nd day of July by Lee M. Bass, Co-Trustee, dba Perry R. Bass, Trustee, of the Bass Management Trust.



Amber A. Fonseca

Notary Public

04.02.2025

My Commission expires

2024 JUL 11 AM 9:48

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated October 1, 2023 by and between Mewbourne Oil Company and XTO Delaware Basin, et al, covering the S/2N/2 of Sections 1 & 2, Township 19 South Range 28 East, Eddy County, New Mexico.

Section 2		Section 1
Tract 1 State Lease XO-648 80 acres	Tract 2 State Lease EO-4397 240 acres	Tract 2 State Lease EO-4397 240 acres

2023 DEC -4 AM 11:44

Communitization Agreement
Rio Grande 2/1 – S2N2 Bone Spring

EXHIBIT "B"

Attached to and made a part of that Communitization Agreement dated October 1, 2023 by and between
Mewbourne Oil Company and XTO Delaware Basin, et al, covering the
S/2N/2 of Sections 1 & 2, Township 19 South Range 28 East, Eddy County, New Mexico.

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:	Mewbourne Oil Company
Serial No. of Lease:	X0-648
Date of Lease:	November 14, 1922
Description of Lands Committed:	S/2NW/4 of Section 2, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	80.00

Tract No. 2

Lessor:	State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record:	XTO Delaware Basin, LLC
Serial No. of Lease:	E0-4397
Date of Lease:	October 10, 1950
Description of Lands Committed:	S/2NE/4 of Section 2, and S/2N/2 of Section 1, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	240

RECAPITULATION

TRACT	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80.00	25.000000%
No. 2	240.00	75.000000%
TOTAL	320.00	100.000000%

2023 DEC -4 AM 11:44

NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

Mewbourne Oil Co
Rio Grande 2 1 State Com #528H
Bone Spring
Township: 19 South, Range: 28 East, NMPM
Section 1: S2S2
Section 2: S2S2

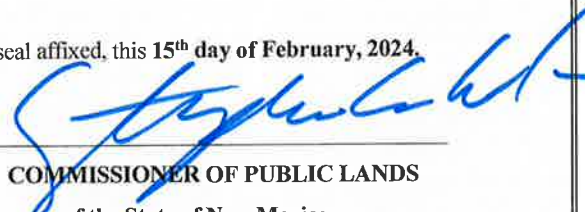
Eddy County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **March 01, 2023**, 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 15th day of February, 2024.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**New Mexico State Land Office
Oil, Gas, & Minerals Division**

**STATE/STATE OR
STATE/FEE**
Revised July 2023

COMMUNITIZATION AGREEMENT

ONLINE Version

API #: 30-0 ¹⁵ - 49993

THIS COMMUNITIZATION AGREEMENT ("Agreement") [which is NOT to be used for carbon dioxide or helium] is entered into and made effective this 1st [day] of March [month], 2023 by and between the parties signing below ("Parties"):

WHEREAS, the Commissioner of Public Lands of the State of New Mexico ("Commissioner") is authorized by the Legislature, as set forth in Section 19-10-53, NMSA 1978, in the interest of development of oil and 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 and 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 ("OCD") 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 to be fair and equitable.

WHEREAS, the Parties own working, royalty, or other leasehold or other 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 and regulations, which leases, along with the well(s) on each lease to be encompassed by this Agreement, 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.

ONLINE
version

State/State

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

1. The lands described in Exhibit A (or B) covered by this Agreement (hereinafter referred to as the "communitized area") are described as follows:

Subdivisions: S/2S/2

Of Sect(s): 1 & 2 Twp: 19S Rng: 28E NMPM Eddy County, NM

Containing 320 acres, more or less. It is the judgment of the Parties 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 OCD, 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 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 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 or performance of other lease obligations 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.

4. Mewbourne Oil Company shall be the operator of the said communitized area ("Operator") and all matters of operation shall be determined and performed by Mewbourne Oil Company. If more than one Operator operates wells subject to this Agreement, the Commissioner reserves the right to require one or more or all operators who added infill wells to this Agreement to obtain a new agreement.

5. The Commissioner hereafter is entitled to the right to take in kind the Commissioner's share for the communitized substances allocated to such tract, and the Operator shall make deliveries of such royaltyshare taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the Parties 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 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.

9. This Agreement shall be effective as of the date hereinabove written upon execution by the Parties, notwithstanding the date of execution, and upon approval by the Commissioner, 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 applicable State laws, rules, and regulations; provided, that this Agreement shall not expire if there is a well 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 located within the physical boundaries of that specific lease assignment. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner 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.

ONLINE
version

State/State

3

10. Notwithstanding any other provision herein, if there is a cessation of production of communitized substances for more than sixty (60) days beginning one year after the date of execution, this Agreement shall automatically terminate, along with the ability to produce communitized substances, unless notice of reworking or drilling operations on the communitized area is made within 60 days of cessation of production of communitized substances and are thereafter conducted with reasonable diligence or the Commissioner of Public Lands otherwise grants an exception to continued drilling operations, including for the compliance of other state rules, laws, or policies. All such notices provided pursuant to this Paragraph shall be in writing and must be approved by the Commissioner. As to State Trust Lands, written notice of intention to commence any operations hereunder shall be filed with the Commissioner 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. All requests to the Commissioner to grant an exception or exceptions for the compliance of other state rules, laws, or policies must be made in writing 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 this Agreement or any lease from the State of New Mexico included in this Agreement

11. Operator shall furnish the Commissioner and the OCD, 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.

12. It is agreed between the Parties that the Commissioner, or the Commissioner's 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 Land Office and the OCD.

13. If any order of the OCD 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.

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 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.

15. 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.

16. In the event that Operator is aggrieved by a decision of the Commissioner with respect to any action by the Commissioner arising under this Agreement, Operator may within thirty (30) days after the date of such action file an administrative contest pursuant to 19.7.64 NMSA (1978) and 19.2.15 NMAC. Operator shall initiate no court action against the Commissioner or New Mexico State Land Office regarding this Agreement except to appeal a final decision of the Commissioner rendered pursuant to such a contest proceeding, and as provided by 19.7.64 NMSA (1978). **The Parties agree that any venue for any appeal or other action shall be in Santa Fe, New Mexico.**

17. Operator shall notify the Commissioner in writing within ten (10) days of (i) Operator's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity arising out of or concerning any of Operator's operations on New Mexico state trust land; (ii) Operator's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Operator arising out of or concerning any of Operator's operations on New Mexico state trust land; or (iii) Operator's receipt of any written notice of claim, written pre-suit notice, or lawsuit arising out of or concerning any of Operator's operations on New Mexico state trust land. Upon the Commissioner's request, Operator shall promptly provide the Commissioner with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

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

Commissioner of Public Lands: _____ Date: _____

ONLINE
version

State/State

2023 NOV -5 AM 10:23

5

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: Corey Mitchell
Corey Mitchell, Attorney-in-Fact *me*

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC
(Working Interest Owner)

By: _____
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Record Title Owner and Working Interest Owner)

By: _____
Lindsey N. Miles, Vice President-Land

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith , Agent & Attorney-in-Fact

2023 NOV -6 AM 10:23

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: _____
Corey Mitchell, Attorney-in-Fact

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By:  _____
Angie Repka - ~~Land Manager-Permian-Delaware Basin, Attorney-in-Fact~~
Commercial & Land Manager,
Agent & Attorney-In-Fact
CS

**XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC**
(Working Interest Owner)

By:  _____
Angie Repka, ~~Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact~~
Commercial & Land Manager,
Agent & Attorney-in-Fact
CS

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Record Title Owner and Working Interest Owner)

By: _____
Lindsey N. Miles, Vice President-Land

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith , Agent & Attorney-in-Fact

2023 NOV -6 AM 10:23

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: _____
Corey Mitchell, Attorney-in-Fact

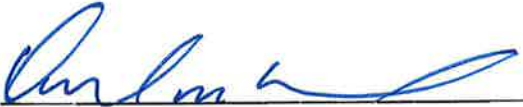
XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC
(Working Interest Owner)

By: _____
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Record Title Owner and Working Interest Owner)

By:  _____
David M. Korell, Land Manager 

EOG RESOURCES, INC.
(Working Interest Owner)

By: _____
Matthew W. Smith, Agent & Attorney-in-Fact

2023 NOV -6 AM 10:23

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner and Working Interest Owner)

By: _____
Corey Mitchell, Attorney-in-Fact

XTO DELAWARE BASIN, LLC
(Record Title Owner and Working Interest Owner)

By: _____
Angie Repka - Land Manager-Permian-Delaware Basin, Attorney-in-Fact

**XTO ENERGY INC, on behalf of
XTO PERMIAN, LLC**
(Working Interest Owner)

By: _____
Angie Repka, Land Manager-Permian-Delaware Basin New Mexico, Attorney-in-Fact

DEVON ENERGY PRODUCTION COMPANY, L.P.
(Record Title Owner and Working Interest Owner)

By: _____
Lindsey N. Miles, Vice President-Land

EOG RESOURCES, INC.
(Working Interest Owner)

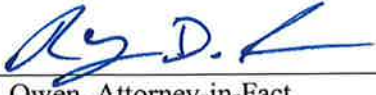
By: _____
Matthew W. Smith , Agent & Attorney-in-Fact



2023 NOV -6 PM 10:23

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: 
Ryan D. Owen, Attorney-in-Fact ^{mm}
J4

2023/10/17 - 6 AM:10:23

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: _____
Ryan D. Owen, Attorney-in-Fact

MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By: Chase F. Rice
Chase F. Rice Attorney-in-Fact *P.S.*

2023 NOV -6 AM 10:23

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

COG OPERATING LLC
CONCHO OIL & GAS LLC
(Working Interest Owner)

By: _____
Ryan D. Owen, Attorney-in-Fact

MARATHON OIL PERMIAN LLC
(Working Interest Owner)

By: _____
Glen J. Hodge, Attorney-in-Fact

VEER CAPITAL PARTNERS, LLC
(Record Title Owner and Working Interest Owner)

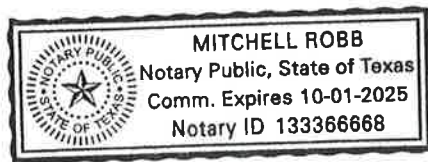
By:  _____
~~Vignesh Proddaturi, Managing Member~~
Kerth Wiles atty-in-fact

2023 NOV -6 PM 10:23
6

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 1st day of March 2023, by Corey Mitchell, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of said corporation.



[Signature]
Notary Public
10/01/2025
My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ 2023 by Angie Repka-Land Manager-Permian-Delaware Basin as Attorney-in-Fact of **XTO Delaware Basin, LLC**, a _____ limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ 2023 by Angie Repka-Land Manager-Permian-Delaware Basin New Mexico as Attorney-in-Fact of XTO Energy, Inc., on behalf of **XTO Permian, LLC**, a Texas limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

2023 NOV -6 AM 10:23

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this _____ day of _____ 2023, by
Corey Mitchell, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of
said corporation.

Notary Public

My Commission expires

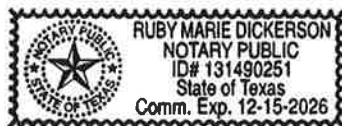
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 29 day of March 2023 by
Angie Repka-Land Manager-Permian-Delaware Basin as Attorney-in-Fact of **XTO Delaware Basin,**
LLC, a Texas limited liability company on behalf of said limited liability company.

Angie Repka
Commercial & Land Manager
Agent & Attorney-In-Fact

Ruby Marie Dickerson
Notary Public
12-15-2026
My Commission expires



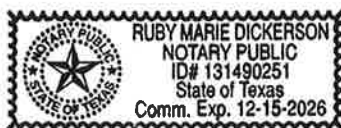
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ 2023 by
Angie Repka-Land Manager-Permian-Delaware Basin New Mexico as Attorney-in-Fact of XTO Energy,
Inc., on behalf of **XTO Permian, LLC**, a Texas limited liability company on behalf of said limited
liability company.

Angie Repka
Commercial & Land Manager
Agent & Attorney-In-Fact

Ruby Marie Dickerson
Notary Public
12-15-2026
My Commission expires



Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this 28th day of September 2023 by David M. Korell as Land Manager of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.



Taylor J. Peterson
Notary Public
3-15-25
My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ 2023 by Matthew W. Smith as Agent & Attorney-in-Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ 2023 by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this _____ day of _____ 2023 by Glen J. Hodge as Attorney-in-Fact of **Marathon Oil Permian LLC**, a Delaware limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this _____ day of _____ 2023 by Lindsey N. Miles as Vice President of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.

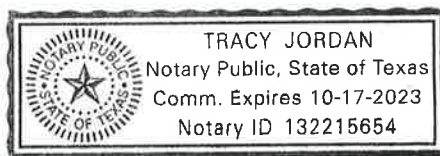
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 13 day of July 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
10-17-2023
My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ 2023 by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.

Notary Public

My Commission expires

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H
STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this _____ day of _____ 2023 by Lindsey N. Miles as Vice President of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ 2023 by Matthew W. Smith as Agent & Attorney-in-Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

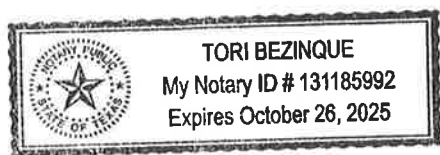
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 6TH day of April 2023 by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.



Tori Bezinque
Notary Public

10-26-25
My Commission expires

2023 NOV -6 AM 10:23

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H
STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me this _____ day of _____ 2023 by Lindsey N. Miles as Vice President of **Devon Energy Production Company, L.P.**, an Oklahoma limited partnership on behalf of said limited partnership.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ 2023 by Matthew W. Smith as Agent & Attorney-in-Fact of **EOG Resources, Inc.**, a Delaware corporation on behalf of said corporation.

Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____ 2023 by Ryan D. Owen as Attorney-in-Fact of **COG Operating LLC and Concho Oil & Gas LLC**, on behalf of said limited liability companies.

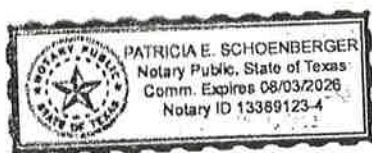
Notary Public

My Commission expires

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 25 day of September 2023 by Chase F. Rice as Attorney-in-Fact of **Marathon Oil Permian LLC**, a Delaware limited liability company on behalf of said limited liability company.



Patricia E. Schoenberger
Notary Public
8/3/2026
My Commission expires

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

STATE OF TEXAS

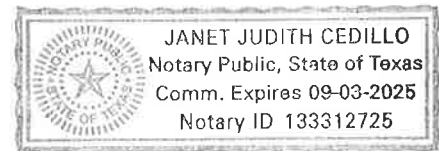
COUNTY OF HARRIS

This instrument was acknowledged before me this 20th day of October 2023 by ~~Vignesh Proddaturi, Managing Member of Veer Capital Partners, LLC~~, a Delaware limited liability company, on behalf of said limited liability company

Kerh
W. 101

gHy-in-
fact

Janet Cedillo
Notary Public 913125
My Commission expires



2023 NOV - 6 PM 10:23

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated March 1, 2023 by and between
Mewbourne Oil Company and XTO Delaware Basin, et al, covering the
S/2S/2 of Sections 1 & 2, Township 19 South Range 28 East, Eddy County, New Mexico.

Section 2		Section 1
Tract 1 State Lease X0-648 80 acres	Tract 2 State Lease V0-4438 80 acres	Tract 3 State Lease E0-4397 160 acres

2023 NOV - 6 AM 10:23

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated March 1, 2023 by and between
Mewbourne Oil Company and XTO Delaware Basin, et al, covering the
S/2S/2 of Sections 1 & 2, Township 19 South Range 28 East, Eddy County, New Mexico.

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:	Mewbourne Oil Company
Serial No. of Lease:	X0-648-156
Date of Lease:	November 14, 1922
Description of Lands Committed:	S/2SW/4 of Section 2, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	80.00

Tract No. 2

Lessor:	State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record:	Devon Energy Production Company, L.P.
Serial No. of Lease:	V0-4438-1
Date of Lease:	September 1, 1994
Description of Lands Committed:	S/2SE/4 of Section 2, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	80.00

Tract No. 3

Lessor:	State of New Mexico acting by and through its Commissioner of Public Lands
Lessee of Record:	XTO Delaware Basin, LLC
Serial No. of Lease:	E0-4397-7
Date of Lease:	October 10, 1950
Description of Lands Committed:	S/2S/2 of Section 1, T19S, R28E, NMPM, Eddy County, New Mexico
No. of Acres:	160.00

Communitization Agreement
Rio Grande 2/1 B2MP State Com #1H

RECAPITULATION

TRACT	Number of Acres Committed	Percentage of Interest in Communitized Area
No. 1	80.00	25.00%
No. 2	80.00	25.00%
No. 3	160.00	50.00%
TOTAL	320.00	100.00%

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January 8, 2026, 11:42 am

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

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January 2, 2026, 10:36 am

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FORT WORTH, TX 76102

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FORT WORTH, TX 76102

January 2, 2026, 10:35 am

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Alert

No Access to Delivery Location

HOUSTON, TX 77063

January 3, 2026, 1:55 pm

Arrived at USPS Regional Destination Facility

SOUTH HOUSTON PROCESSING CENTER

January 2, 2026, 12:33 pm

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February 3, 2026, 2:48 pm

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Forward Expired

MIDLAND, TX 79701
February 23, 2026, 9:41 am

Arrived at USPS Regional Facility

BOISE ID DISTRIBUTION CENTER
February 18, 2026, 10:59 pm

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Delivered, Front Desk/Reception/Mail Room

DALLAS, TX 75225
January 9, 2026, 11:50 am

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HOUSTON, TX 77002

January 3, 2026, 2:27 pm

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SANTA FE, NM 87501

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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-1145

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**



**ALBERT C. S. CHANG
DIRECTOR**

DATE: 06/26/2026

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-1145

Operator: Mewbourne Oil Company (14744)

Central Tank Battery: Rio Grande 2/1 Central Tank Battery

Central Tank Battery Location: UL M, Section 2, Township 19 South, Range 28 East

Gas Title Transfer Meter Location: UL M, Section 2, Township 19 South, Range 28 East

Pools

Pool Name	Pool Code
PALMILLO;BONE SPRING	49550
PALMILLO;BONE SPRING, SOUTHWEST	96413

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring SLO 204806 PUN 1402911	N2N2	01-19S-28E
	N2N2	02-19S-28E
CA Bone Spring SLO 204806 PUN 1407683	N2N2	01-19S-28E
	N2N2	02-19S-28E
CA Bone Spring SLO 204804 PUN 1402819	N2S2	01-19S-28E
	N2S2	02-19S-28E
CA Bone Spring SLO 204816 PUN 1403070	S2N2	01-19S-28E
	S2N2	02-19S-28E
CA Bone Spring SLO 204803 PUN 1402784	S2S2	01-19S-28E
	S2S2	02-19S-28E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-49891	RIO GRANDE 2 1 STATE COM #521H	N2N2	01-19S-28E	49550
		N2N2	02-19S-28E	96413
30-015-49892	RIO GRANDE 2 1 STATE COM #523H	S2N2	01-19S-28E	49550
		S2N2	02-19S-28E	96413
30-015-49995	RIO GRANDE 2 1 STATE COM #526H	N2SE	01-19S-28E	49550
		N2SW	01-19S-28E	96413
30-015-49993	RIO GRANDE 2 1 STATE COM #528H	N2S2	02-19S-28E	
		S2S2	01-19S-28E	96413
30-015-49893	RIO GRANDE 2 1 STATE COM #611H	S2S2	02-19S-28E	
		N2N2	01-19S-28E	49550
30-015-49895	RIO GRANDE 2 1 STATE COM #613H	N2N2	02-19S-28E	96413
		S2N2	01-19S-28E	49550
30-015-49994	RIO GRANDE 2 1 STATE COM #616H	S2N2	02-19S-28E	96413
		N2SE	01-19S-28E	96413
30-015-49996	RIO GRANDE 2 1 STATE COM #618H	N2SW	01-19S-28E	
		N2S2	02-19S-28E	96413
30-015-49996	RIO GRANDE 2 1 STATE COM #618H	S2S2	01-19S-28E	
		S2S2	02-19S-28E	96413

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 539542

CONDITIONS

Operator: MEWBOURNE OIL CO P.O. Box 5270 Hobbs, NM 88240	OGRID: 14744
	Action Number: 539542
	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 OCD.Engineer@emnrd.nm.gov .	6/29/2026