

Revised March 23, 2017

RECEIVED:	REVIEWER:	TYPE:	APP NO:
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ABOVE THIS TABLE FOR OCD DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION
 - Geological & Engineering Bureau -
 1220 South St. Francis Drive, Santa Fe, NM 87505



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

Applicant: Coterra Energy Operating CompanyOGRID Number: 215099Well Name: Tatanka Fed Com Well(s)API: Multiple - See Attached C-102sPool: WC-025 G-08 S2535340; Bone Spring & WC-025 G-09 S263504N; WolfcampPool Code: 97088 & 98117

SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED BELOW

1) TYPE OF APPLICATION: Check those which apply for [A]

A. Location – Spacing Unit – Simultaneous Dedication

☐ NSL☐ NSP (PROJECT AREA)☐ NSP (PRORATION UNIT)☐ SD

B. Check one only for [I] or [II]

[I] Commingling – Storage – Measurement

☐ DHC☐ CTB☒ PLC☐ PC☐ OLS☐ OLM

[II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery

☐ WFX☐ PMX☐ SWD☐ IPI☐ EOR☐ PPR

2) NOTIFICATION REQUIRED TO: Check those which apply.

A. ☐ Offset operators or lease holdersB. ☒ Royalty, overriding royalty owners, revenue ownersC. ☐ Application requires published noticeD. ☒ Notification and/or concurrent approval by SLOE. ☒ Notification and/or concurrent approval by BLMF. ☐ Surface ownerG. ☒ For all of the above, proof of notification or publication is attached, and/or,H. ☐ No notice required

FOR OCD ONLY

☐ Notice Complete
☐ Application
 Content
 Complete

3) 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.

Jacob L. Everhart

Print or Type Name

July 24, 2026

Date

(505) 999 - 0401

Phone Number

jeverhart@bwnenergyllaw.com

e-mail Address

Signature

BEATTY & WOZNIAK, P.C.

ATTORNEYS AT LAW
 500 DON GASPAR AVENUE
 SANTA FE, NEW MEXICO 87505
 TELEPHONE 505-983-8545
 FACSIMILE 800-886-6566
 www.bwenergylaw.com

OFFICE LOCATIONS

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NEW MEXICO

WYOMING

MIGUEL SUAZO
 ALSO ADMITTED IN TX, CO

505-946-2090
 MSUAZO@BWENERGYLAW.COM

JACOB L. EVERHART
 ALSO ADMITTED IN ND, UT

505-999-0401
 JEVERHART@BWENERGYLAW.COM

July 24, 2026

VIA ONLINE FILING

Albert Chang, Division Director
 Oil Conservation Division
 New Mexico Department of Energy, Minerals and Natural Resource
 1220 South Saint Francis Drive
 Santa Fe, New Mexico 87505

Attention: Sarah Clelland

Re: Application of Coterra Energy Operating Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units underlying the All of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M, Lea County, New Mexico (the "Lands")

Dear Mr. Chang:

Coterra Energy Operating Company (OGRID No. 215099) ("Coterra"), pursuant to 19.15.12.10 NMAC, seeks administrative approval to surface commingle (pool and lease) diversely owned oil and gas production at the **Tatanka North Federal Com Central Tank Battery ("Tatanka CTB")** *insofar as all existing and future wells drilled in the following spacing units:*

(1) The 320-acre spacing unit comprised of the W/2 W/2 of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M., Lea County, NM, currently dedicated to the following wells:

- a. **Tatanka Federal Com 101H** (API: 30-025-49865)
 - i. Pool: WC-025 G-08 S2535340; Bone Spring [97088]
 - ii. Lease No.:
 1. Federal: NMNM12280
 2. State: VB-2840 & VB-2849
- b. **Tatanka Federal Com 601H** (API: 30-025-49873)
 - i. Pool: WC-025 G-08 S2535340; Bone Spring [97088]

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- ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849

c. Tatanka Federal Com 651H (API: 30-025-49869)

- i. Pool: WC-025 G-08 S2535340; Bone Spring [97088]
- ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849

(2) The 320-acre spacing unit comprised of the E/2 W/2 of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M., Lea County, NM, currently dedicated to the following wells:

a. Tatanka Federal Com 102H (API: 30-025-49866)

- i. Pool: WC-025 G-08 S2535340; Bone Spring [97088]
- ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849

b. Tatanka Federal Com 602H (API: 30-025-49874)

- i. Pool: WC-025 G-08 S2535340; Bone Spring [97088]
- ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849

c. Tatanka Federal Com 652H (API: 30-025-49870)

- i. Pool: WC-025 G-08 S2535340; Bone Spring [97088]
- ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849

(3) The 320-acre spacing unit comprised of the W/2 E/2 of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M., Lea County, NM, currently dedicated to the following wells:

a. Tatanka Federal Com 603H (API: 30-025-49875)

- i. Pool: WC-025 G-08 S2535340; Bone Spring [97088]
- ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849

b. Tatanka Federal Com 653H (API: 30-025-49871)

- i. Pool: WC-025 G-08 S2535340; Bone Spring [97088]

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- ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849
- (4) The 320-acre spacing unit comprised of the E/2 E/2 of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M., Lea County, NM, currently dedicated to the following wells:
 - a. **Tatanka Federal Com 604H** (API: 30-025-50090)
 - i. Pool: WC-025 G-08 S2535340; Bone Spring [97088]
 - ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849
 - b. **Tatanka Federal Com 654H** (API: 30-025-49872)
 - i. Pool: WC-025 G-08 S2535340; Bone Spring [97088]
 - ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849
- (5) The 320-acre spacing unit comprised of the E/2 W/2 of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M., Lea County, NM, currently dedicated to the following wells:
 - a. **Tatanka Federal Com 702H** (API: 30-025-49877)
 - i. Pool: WC-025 G-09 S263504N; Wolfcamp [98117]
 - ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849
- (6) The 640-acre spacing unit comprised of the E/2 W/2 and W/2 E/2 of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M., Lea County, NM, currently dedicated to the following wells:
 - a. **Tatanka Federal Com 703H** (API: 30-025-49878)
 - i. Pool: WC-025 G-09 S263504N; Wolfcamp [98117]
 - ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & V0-2849
- (7) The 320-acre spacing unit comprised of the W/2 E/2 of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M., Lea County, NM, currently dedicated to the following wells:

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- a. **Tatanka Federal Com 704H** (API: 30-025-49879)
 - i. Pool: WC-025 G-09 S263504N; Wolfcamp [98117]
 - ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849

(8) The 320-acre spacing unit comprised of the W/2 E/2 of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M., Lea County, NM, currently dedicated to the following wells:

- a. **Tatanka Federal Com 804H** (API: 30-025-49884)
 - i. Pool: WC-025 G-09 S263504N; Wolfcamp [98117]
 - ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849

(9) The 320-acre spacing unit comprised of the E/2 E/2 of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M., Lea County, NM, currently dedicated to the following wells:

- a. **Tatanka Federal Com 705H** (API: 30-025-49880)
 - i. Pool: WC-025 G-09 S263504N; Wolfcamp [98117]
 - ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849

(10) The 640-acre spacing unit comprised of the W/2 of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M., Lea County, NM, currently dedicated to the following wells:

- a. **Tatanka Federal Com 801H** (API: 30-025-49881)
 - i. Pool: WC-025 G-09 S263504N; Wolfcamp [98117]
 - ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849

- b. **Tatanka Federal Com 802H** (API: 30-025-49882)
 - i. Pool: WC-025 G-09 S263504N; Wolfcamp [98117]
 - ii. Lease No.:
 - 1. Federal: NMNM12280
 - 2. State: VB-2840 & VB-2849

- c. **Tatanka Federal Com 803H** (API: 30-025-49883)
 - i. Pool: WC-025 G-09 S263504N; Wolfcamp [98117]

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ii. Lease No.:

1. Federal: NMNM12280
2. State: VB-2840 & VB-2849

(11) The 640-acre spacing unit comprised of the E/2 of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M., Lea County, NM, currently dedicated to the following wells:

a. **Tatanka Federal Com 805H** (API: 30-025-49885)

- i. Pool: WC-025 G-09 S263504N; Wolfcamp [98117]
- ii. Lease No.:
 1. Federal: NMNM12280
 2. State: VB-2840 & VB-2849

(12) The 640-acre spacing unit comprised of the E/2 of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M., Lea County, NM, currently dedicated to the following wells:

a. **Tatanka Federal Com 806H** (API: 30-025-49886)

- i. Pool: WC-025 G-09 S263504N; Wolfcamp [98117]
- ii. Lease No.:
 1. Federal: NMNM12280
 2. State: VB-2840 & VB-2849

(13) Pursuant to 19.1.100.53.C.(5), commingling from the associated pool and leases (State Leases No. VB-2840 and V0-2849 and Federal Leases NMNM12280 will not adversely impact royalties due to the State of New Mexico or federal government, nor will any loss accrue to the state or federal government as a result of the proposed operation.

(14) Pursuant to 19.15.12.10.C(4)(g), *from all future additions of pools, leases, or leases and pools to the Tatanka Central Tank Battery* with notice provided only to the owners of interests to be added.

Oil and gas production from these spacing units will be commingled and sold at the **Tatanka North Central Tank Battery** located in the SE/4 SW/4 of Section 35, Township 25 South, Range 35 East, N.M.P.M. Lea County, NM. Production from the wellbores will flow into a wellhead test separator, which will separate oil, gas, and water. Gas production from the separators will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications and meets API 14.3.2 standard. Oil production from the separator will be separately metered using coriolis meters that meet all industry standards.

Exhibit 1 is a lease table and a land plat showing Coterra's current development plan, well pad and the off-lease facility measurement point. The plat also identifies the wellbores and

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lease/spacing unit boundaries.

Exhibit 2 is a completed Application for Surface Commingling (Diverse Ownership) Form C-107B, that includes a statement from Jon McDonald, Production Engineer, with Coterra, identifying the facilities and the measurement devices to be utilized, an impacted lease map (Exhibit 1 above) a detailed schematic of the surface facilities (Exhibit A to the statement), and an example gas analysis (Exhibit B to the statement).

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

Exhibit 4 includes relevant communitization agreements, MSRPs, and PUNs (if applicable).

Ownership is diverse between the above-described spacing units, each of which are either subject to a pooling agreement or a pooling order and are therefore considered “leases” as defined by 19.15.12.7(C) NMAC. **Exhibit 5** is a list of interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing. A copy of this application has been provided to the Bureau of Land Management (“BLM”) and to the New Mexico State Land Office (“SLO”) since federal and state lands are involved.

Thank you for your time and attention to this matter. Please let me know if you require additional information.

Very truly yours,

BEATTY & WOZNIAK, P.C.



Miguel Suazo

Jacob L. Everhart

Attorney(s) for Coterra Energy Operating Co.

Exhibit 1



COTERRA

Application for Commingling and Allocation Approval

Exhibit 1

Lease Table

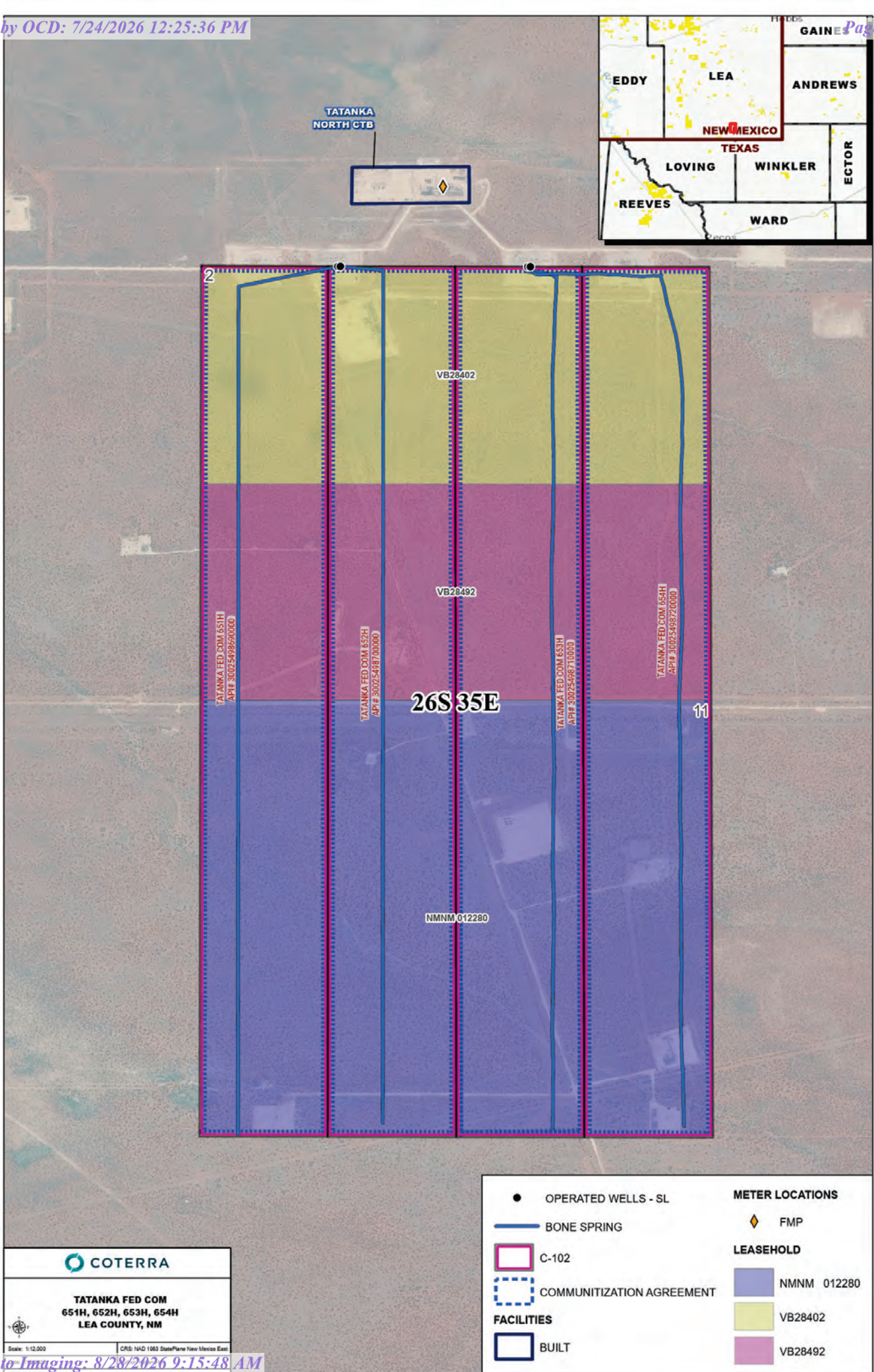
TATANKA NORTH FEDERAL COM CTB

Sections 2 and 11, Township 26 South, Range 35 East

Source	Comm Agreement	Legal Description	Fields; Formation	Well Name	Well Number	API	Interest Type	Lease(s)	Royalty Rate	Acres Committed in CA	% of Interest in Communitized Area	Product(s) Commingled
1	NMNM105770975 / NMSLO CA 204417	W2W2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-08 S2635340; BONE SPRING (97088)	TATANKA FEDERAL COM	101H	30-025-49865	FED	NMNM11280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM	601H	30-025-49873	STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM	651H	30-025-49869		VB-2849	3/16	80.00	25%	
2	NMNM105770976 / NMSLO CA 204418	E2W2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-08 S2635340; BONE SPRING (97088)	TATANKA FEDERAL COM	102H	30-025-49866	FED	NMNM11280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM	602H	30-025-49874	STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM	652H	30-025-49870		VB-2849	3/16	80.00	25%	
3	NMNM105770977 / NMSLO CA 204419	W2E2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-08 S2635340; BONE SPRING (97088)	TATANKA FEDERAL COM	603H	30-025-49875	FED	NMNM11280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM	603H	30-025-49875	STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM	653H	30-025-49871		VB-2849	3/16	80.00	25%	
4	NMNM105770978 / NMSLO CA 204420	E2E2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-08 S2635340; BONE SPRING (97088)	TATANKA FEDERAL COM	604H	30-025-50090	FED	NMNM11280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM	604H	30-025-49872	STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM	654H	30-025-49872		VB-2849	3/16	80.00	25%	
5	NMNM105832894 (WELLBORE) / NMSLO CA 204421	E2W2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	702H	30-025-49877	FED	NMNM11280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM			STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM			FED	NMNM11280	1/8	160.00	50%	
6	NMNM105770979 (WELLBORE) / NMSLO CA 204422	E2W2 AND W2E2 SEC. 2 AND 11, T26S R35E, BEING 640 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	703H	30-025-49878	FED	NMNM11280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM			STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM			FED	NMNM11280	1/8	160.00	50%	
7	NMNM105770980 (WELLBORE) / NMSLO CA 204596	W2E2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	704H	30-025-49879	FED	NMNM11280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM			STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM			FED	NMNM11280	1/8	160.00	50%	
7	NMNM105774393 (WELLBORE) / NMSLO CA 204956	W2E2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	804H	30-025-49884	FED	NMNM11280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM			STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM			FED	NMNM11280	1/8	160.00	50%	
8	NMNM105725666 / NMSLO CA 204045	E2E2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	705H	30-025-49880	FED	NMNM11280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM			STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM			FED	NMNM11280	1/8	160.00	50%	
9	NMNM105770982 / NMSLO CA 204597	W2 SEC. 2 AND 11, T26S R35E BEING 640 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	801H	30-025-49881	FED	NMNM11280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM	802H	30-025-49882	STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM	803H	30-025-49883		VB-2849	3/16	80.00	25%	
10	NMNM105770983 (WELLBORE) / NMSLO CA 204704	E2 SEC. 2 AND 11, T26S R35E BEING 640 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	805H	30-025-49885	FED	NMNM11280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM			STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM			FED	NMNM11280	1/8	160.00	50%	
11	NMNM105770984 (WELLBORE) / NMSLO CA 204704	E2 SEC. 2 AND 11, T26S R35E BEING 640 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	806H	30-025-49886	FED	NMNM11280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM			STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM			FED	NMNM11280	1/8	160.00	25%	

Cerra Energy Inc. is the result of the merger of Cinnarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.

Coterra Energy Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.



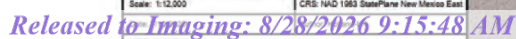


Exhibit 2

Santa Fe Main Office
Phone: (505) 476-3441
General Information
Phone: (505) 629-6116

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

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

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: Coterra Energy Operating Co.
OPERATOR ADDRESS: 6001 Deauville Blvd 300N Midland, TX 79706
APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☒ Federal

Is this an Amendment to existing Order? ☒ Yes ☐ No If "Yes", please include the appropriate Order No. PLC 872
Have the Bureau of Land Management (BLM) and State Land office (SLO) been notified in writing of the proposed commingling
X 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
WC-025 G-08 S253534O; Bone Spring (97088)	43.2 deg/1347 btu	43.745 deg/1335 btu		\$65/bbl Q3 2025	330 bopd
WC-025 G-09 S253536D; UPR WOLFCAMP (98228)	44.29 deg/1323 btu			\$3.45/mcf Q3 2025	400 mcf
					145 bopd
					209 mcf

- (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)
(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: Phillip Levasseur TITLE: Regulatory Compliance Manager DATE: July 17, 2026

TYPE OR PRINT NAME Phillip Levasseur TELEPHONE NO.: 432-620-1642
E-MAIL ADDRESS: phillip.levasseur@coterra.com

July 17, 2026

Jon McDonald
Production Engineer

New Mexico Department of Energy, Minerals and Natural Resource
 1220 South Saint Francis Drive
 Santa Fe, New Mexico 87505

Re: Application of Coterra Energy Operating Co. for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units underlying Sections 2 and 11, Township 26 South, Range 35 East, NMPM, Lea County, New Mexico (the "Lands")

To Whom This May Concern,

Pursuant to this application, Coterra seeks approval to commingle production from the WC-025 G-08 S2535340; Bone Spring (97088) and the WC-025 G-09 S263504N; Wolfcamp (98117) formation in Sections 2 and 11, Township 26 South, Range 35 East, NMPM, Lea County, New Mexico, as set forth herein.

Specifically, Coterra requests approval to commingle oil and gas production from twenty (20) wells on the lands listed as follows:

 Application for Commingling and Allocation Approval Exhibit 1 Lease Table TATANKA NORTH FEDERAL COM CTB Sections 2 and 11, Township 26 South, Range 35 East												
Source	Comm Agreement	Legal Description	Field; Formation	Well Name	Well Number	API	Interest Type	Lease(s)	Royalty Rate	Acres committed in CA	% of Interest in Communitized Area	Product(s) Commingled
1	NMNM105770975 / NMSLO CA 204417	W2W2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-08 S2535340; BONE SPRING (97088)	TATANKA FEDERAL COM	101H	30-025-49665	FED	NMNM12280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM	801H	30-025-49873	STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM	851H	30-025-49869		VB-2849	3/16	80.00	25%	
2	NMNM105770976 / NMSLO CA 204418	E2W2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-08 S2535340; BONE SPRING (97088)	TATANKA FEDERAL COM	102H	30-025-49866	FED	NMNM12280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM	802H	30-025-49874	STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM	852H	30-025-49870		VB-2849	3/16	80.00	25%	
3	NMNM105770977 / NMSLO CA 204419	W2E2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-08 S2535340; BONE SPRING (97088)	TATANKA FEDERAL COM	803H	30-025-49875	FED	NMNM12280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM	853H	30-025-49871	STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM				VB-2849	3/16	80.00	25%	
4	NMNM105770978 / NMSLO CA 204420	E2E2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-08 S2535340; BONE SPRING (97088)	TATANKA FEDERAL COM	804H	30-025-50090	FED	NMNM12280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM	854H	30-025-49672	STATE	VB-2840	3/16	80.00	25%	
								VB-2849	3/16	80.00	25%	
5	NMNM105832884 (WELLBORE) / NMSLO CA 204423	E2W2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	702H	30-025-49877	FED	NMNM12280	1/8	160.00	50%	Oil, Gas, Water
							STATE	VB-2840	3/16	80.00	25%	
								VB-2849	3/16	80.00	25%	
6	NMNM105770979 (WELLBORE) / NMSLO CA 204422	E2W2 AND W2E2 SEC. 2 AND 11 T26S R35E, BEING 640 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	703H	30-025-49876	FED	NMNM12280	1/8	160.00	50%	Oil, Gas, Water
							STATE	VB-2840	3/16	80.00	25%	
								VB-2849	3/16	80.00	25%	
7	NMNM105770980 (WELLBORE) / NMSLO CA 204506	W2E2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	704H	30-025-49879	FED	NMNM12280	1/8	160.00	50%	Oil, Gas, Water
							STATE	VB-2840	3/16	80.00	25%	
								VB-2849	3/16	80.00	25%	
7	NMNM105774499 (WELLBORE) / NMSLO CA 204956	W2E2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	804H	30-025-49884	FED	NMNM12280	1/8	160.00	50%	Oil, Gas, Water
							STATE	VB-2840	3/16	80.00	25%	
								VB-2849	3/16	80.00	25%	
8	NMNM105725666 / NMSLO CA 204045	E2E2 SEC. 2 AND 11, T26S R35E BEING 320 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	705H	30-025-49880	FED	NMNM12280	1/8	160.00	50%	Oil, Gas, Water
							STATE	VB-2840	3/16	80.00	25%	
								VB-2849	3/16	80.00	25%	
9	NMNM105770982 / NMSLO CA 204597	W2 SEC. 2 AND 11, T26S R35E BEING 640 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	801H	30-025-49881	FED	NMNM12280	1/8	160.00	50%	Oil, Gas, Water
				TATANKA FEDERAL COM	802H	30-025-49882	STATE	VB-2840	3/16	80.00	25%	
				TATANKA FEDERAL COM	809H	30-025-49883		VB-2849	3/16	80.00	25%	
10	NMNM105770983 (WELLBORE) / NMSLO CA 204704	E2 SEC. 2 AND 11, T26S R35E BEING 640 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	805H	30-025-49885	FED	NMNM12280	1/8	160.00	50%	Oil, Gas, Water
							STATE	VB-2840	3/16	80.00	25%	
								VB-2849	3/16	80.00	25%	
11	NMNM105770984 (WELLBORE) / NMSLO CA 204704	E2 SEC. 2 AND 11, T26S R35E BEING 640 ACRES	WC-025 G-09 S263504N; WOLF CAMP (98117)	TATANKA FEDERAL COM	806H	30-025-49886	FED	NMNM12280	1/8	160.00	50%	Oil, Gas, Water
							STATE	VB-2840	3/16	80.00	25%	
								VB-2849	3/16	80.00	25%	

Coterra Energy Inc. is the result of the merger of Cimarron Energy Corp. and Cabot Oil & Gas Corporation on October 1, 2013.

July 17, 2026

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This request for commingling will not negatively affect the royalty revenue of the federal or state government. Coterra will utilize electronic automated measurements at the wellhead to measure oil, gas, and water separately from each well prior to commingling the production. The allocation meters will meet the relevant regulations and standards as outlined below. Commingling the reserve is the most effective means of production.

Oil & gas production from these spacing units will be commingled and sold at the **Tatanka North Central Tank Battery** ("CTB"), which is located in the SW/4 of Section 35, Township 25 South, Range 35 East, N.M.P.M., Lea County, NM. The oil and gas metering point for the units is located off-lease at the CTB and is identified on **Attachment A, Lease Map**.

Each well is equipped with a three-phase separator and metered off-lease before production is transferred to the CTB and commingled prior to the sales meter(s). Gas production from the separator will be individually metered with a calibrated orifice meter that is manufactured to meet AGA specifications and API 14.3.2 standards. Coterra certifies that gas sales will occur via a connected natural gas gathering system in the general area with sufficient capacity to transport one hundred percent of the anticipated volume of natural gas produced from the wells(s) commencing on the date of anticipated commingling, taking into account the current and anticipated volumes of produced natural gas from other wells connected to the gathering system. Oil production from the separator will be separately metered using Coriolis meters that meet industry standards. Please see **Attachment B, Production Flow Diagram**, for the associated CTB facility diagram.

All primary and secondary Electronic Flow Measurement ("EFM") equipment is tested and calibrated in accordance with industry specifications.

Gas samples are obtained at the time of the meter testing and calibration, and the composition and heating value are determined by a laboratory in accordance with the American Petroleum Institute ("API") specifications to ensure accurate volume and energy (MMBTU) determinations.

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The **Tatanka North CTB** requires no additional surface disturbance. The BLM, NMSLO, and OCD will be notified of any changes to the CTB.

In conclusion, all the oil and gas produced on the Lands is and will be metered at each wellhead and allocated correctly using the same measurement equipment as the pipeline sales measurement specifications accepted by API as industry standard,

Very truly yours,

Coterra Energy Operating Co.

Jon McDonald
Production Engineer



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Allocation Details – Oil – Gas – Water

Prorated Allocation

Gas

Allocation Details – Exhibit 4

This CTB has FMP meters that measure gas coming onto and leaving the CTB for final sales and production volumes. Each well has allocation meters, separator meter and a GL meter that measure produced volumes and injected volumes at the wellhead.

- Facility Measurement Point Meters (FMP)
 - o CTB Gas Sales - Sales meter that measures the volume of gas that leaves the CTB.
 - o HP Flare meter measures the volume of HP gas that is flared at the CTB.
 - o LP Flare meter measures the volume of LP gas that is flared at the CTB.
 - o Net CTB Gas Sales = CTB Gas Sales volume – Buy Back meter volume.
- Allocation Meters
 - o Separator (Sep) meters measures the volumes of oil, gas, and water coming off the separators.
 - o Gas Lift (GL) meter measures the volume of gas that was injected into the well for gas lift.

Allocation process:

- o Separate meters measure the well production.
- o Theoretical % is used for the allocation of sales. Allocation % calculated by Sep meter for each well/total Sep meter for all wells (CTB).
- o Net CTB Gas Sales is volume of gas for royalty purposes, off lease gas is netted out of FMP meter volume. This gives you the volume of gas for royalty purposes that was sold from the CTB.
- o Net Well Gas Sales - Theoretical % for each well is multiplied by the Net CTB Gas Sales.
- o GL Meter - Measures the volume of gas that was injected into the well for gas lift.
- o GL Theoretical % used for the allocation of gas lift. Allocation % calculated by GL meter for each well/total GL meters.
- o HP Flare is volume of high-pressure gas flared from the CTB, allocated to wells by Theoretical % for each well multiplied by the HP Flare Meter volume.
- o LP Flare is volume of low-pressure gas flared from the CTB. LP Meter: VRU measured gas from the oil and water tanks.
 - LP Flare volumes are allocated based on allocated oil production for each well, such that LP Flare = Meter multiplied by the theoretical % of oil produced.
 - Each well's Coriolis meter (CM, for oil) measured volume/by sum of all CM measured volumes = Theoretical % oil volume.
- o Well Allocated Production is all gas produced by the well and is calculated by adding Net Well Gas sales volume + HP Flare + LP Flare.
- o CTB Allocated Production is gas produced by adding CTB gas sales + HP Flare meter + LP Flare meter.
- o Total Net FMP Volumes is Net CTB Gas Sales + HP Flare meter + LP Flare meter.



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Commingle Details – Oil – Gas – Water

Prorated Allocation

Oil Allocation Details – Exhibit 4

Each well has a Coriolis oil meter (CM) measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production back to each well. The Theoretical % Available Sales volume is used as the allocation point to prorate CTB oil Sales (FMP) back to each well.

- Beginning Inventory comes from the previous accounting periods Ending Inventory for each well.
- Ending Inventory for each well is calculated by adding Beginning Inventory + Allocated Production – Total Sales volume.
- Beginning Tank Inventory – Wells Ending Inventory from previous accounting period.
- Ending Tank Inventory - CTB Ending Inventory multiplied by Theoretical %.
- CTB Beginning Inventory – CTB Ending Inventory from previous accounting period.
- CTB Ending Inventory – oil inventory not sold at accounting month close.
- CTB Oil Sales is the volume of oil sold through the FMP meter calculated by adding available for sale to the Beginning Inventory for each well.
- CTB Allocated production is volume of oil produced by the CTB and is calculated by Ending Tank Inventory + CTB Oil Sales (FMP) – Beginning Tank Inventory.
- CTB Available Oil for Sale is calculated by CTB Oil Sale (FMP) + Beginning Tank Inventory.
- CM measures the wells oil production.
- Theoretical % is calculated by dividing each oil meter volume into the sum of oil meters.
- Well Allocated Production is the Theoretical % for each well multiplied by CTB Allocated Production.
- Well Available Sales is calculated by Well Allocated Production + Beginning Tank Inventory.
- Theoretical % Available Sales is calculated by dividing Well Available Sales/CTB Available Sales.



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Commingle Details – Oil – Gas – Water
Prorated Allocation
Water Allocation Details – Exhibit 4

Each well has a water meter (WM) measuring the volume of water produced by the well. This volume is used as the allocation point to determine each wells allocated SW transferred off lease and Ending Inventory. There is also a meter on the SWD transfer pumps to measure volume sent to the water disposal system through the gathering system.

- CTB Beginning Inventory comes from previous accounting period's Ending Inventory.
- CTB Ending Inventory is calculated by adding CTB beginning inventory + Allocated Production – Total SW Transfer Volume.
- CTB SW Transfer meter – measures the volume of produced water that leaves the CTB.
- CTB Allocated Production is volume of water produced by the CTB and is calculated by CTB Ending Tank Inventory + CTB SWD Transfer – CTB Beginning Tank Inventory.
- WM measures the wells water production.
- Theoretical % is calculated WM volume / Sum of WM volume.
- Well Allocated Production is the calculated by Ending Tank Inventory + Well Allocated SW – Beginning Tank Inventory.
- Well Allocated SW is calculated by Theoretical % multiplied by CTB SW Transfer.
- Beginning Inventory comes from previous accounting period's allocated Ending Inventory for each well.
- Ending Inventory for each well is CTB Ending Inventory multiplied by Theoretical %.

COTERRA		INDIVIDUAL METERING (GAS)						Exhibit 3	
Allocated Gas Volumes for OGOR		Allocation Methodology Example							
Meter ID		Unique ID number							
FMP		BLM approved point of royalty measurement							
CTB		Group of wells producing into the same FMP							
WH Meter		Volume from the orifice meter measuring the gas produced from each individual well							
Net Wellhead		WH meter - GL Meter/Well Gas Injection volume							
Theoretical %		Allocation % calculated by Well Meter for each well/total wellhead production for CTB							
Net Well Gas Sales		Theoretical % * Net CTB Gas Sales							
Well HP Flare		Measures high pressure flare volume, allocation based on Theoretical % *HP Flare Meter volume (FMP)							
Well LP Flare		Measures the gas from the VRT - oil tanks, allocation based on theoretical % from oil allocation *LP Flare Meter volume (FMP)							
Well Allocated Production		Net Well Gas Sales + HP flare + LP Flare							
CTB Gas Sales		Gas Sales, meter that measures the gas volume that leaves the CTB							
LP Flare Meter		Measures high pressure flare volume							
LP Flare Meter		Measures low pressure flare volume							
CTB Allocated Production		CTB Gas Sales + HP flare + LP Flare							
Total Net FMP Volumes		Total Volume sold by Net CTB Gas Sales + HP Flare + LP Flare							
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Well Name	Meter ID	WH Meter	GL Meter/Well Gas Injection	Net Wellhead	Theoretical %	Net Well Gas Sales	Well HP Flare	Well LP Flare	Well Allocated Production
		940	360	580	0.09	771.05	1.71	0.00	772.76
		1110	60	1050	0.16	1395.86	3.10	0.00	1398.97
		650	460	190	0.03	252.58	0.56	0.00	253.15
		1120	170	950	0.14	1262.92	2.81	0.00	1265.73
		650	400	250	0.04	332.35	0.74	0.00	333.09
		810	150	660	0.10	877.40	1.95	0.00	879.35
		530	320	210	0.03	279.17	0.62	0.00	279.79
		790	360	430	0.06	571.64	1.27	0.00	572.91
		250	40	210	0.03	279.17	0.62	0.00	279.79
		480	110	370	0.05	491.88	1.09	0.00	492.97
		1040	740	300	0.04	398.82	0.89	0.00	399.70
		940	430	510	0.08	677.99	1.51	0.00	679.50
		990	710	280	0.04	372.23	0.83	0.00	373.06
		1020	240	780	0.12	1036.93	2.30	0.00	1039.23
Well(s) Total		0	0	0	0	0.00	0.00	0.00	0.00
		11320	4550	6770	1.00	9000	20	0	9020
SUMMARY									
Meter Info	Meter ID	Volume	WH Meter: sum of the volume from the orifice meter measuring the gas produced from each individual well						
CTB Gas Sales (FMP)	XXX CTBG	18250	11320	Meter/Well Gas Injection: measures the volume of gas that was injected into the well for gas lift					
BuyBack Meter (FMP)	XXX BB	7030	4550	Net WH: WH meter less GL Meter/Well Gas Injection volume (calculated number Gross Sales-Buy Back)					
Net CTB Gas Sales	XXXNG	11220	6770	Theoretical%: Allocation % calculated by WH Meter for each well/total WH production for CTB (calculated number)					
HP Flare Meter	XXXHPF	10	1.0	Net Well Gas Sales: Theoretical % multiplied by Net CTB Gas Sales (calculated number)					
LP Flare Meter	XXXVRT	5	9000	Well HP Flare: measures high pressure flare volume (input volume meter reading)					
CTB Allocated Production		11235	20	Well LP Flare: measures low pressure flare volume (input volume meter reading)					
Total Net FMP Volumes		11235	0	CTB Allocated Production: CTB Gas Sales plus HP flare plus LP Flare (calculated number)					
			9020						

COTERRA		INDIVIDUAL METERING (OIL)					Exhibit 3
Allocated Oil Volumes for OGOR		Allocation Methodology Example					
Meter ID		Unique ID number					
CM		Coriolis Meter					
CTB		Central Tank Battery					
FMP		Facility Measurement Point					
Theoretical %							
Well Allocated Production							
Well Allocated Oil Sales							
Beginning Inventory							
Ending Inventory							
CTB Beginning Inventory							
CTB Ending Inventory							
CTB Oil Sales (FMP)							
CTB Oil Production							
Coterra Energy Inc. is the result of the merger of Cimarex Energy Co. and Cabot Oil & Gas Corporation on October 1, 2021.							
Well Name	Meter ID	Oil Meter	Theoretical %	Well Allocated Production	Well Allocated Oil Sales	Beginning Tank Inventory	Ending Tank Inventory
		590	0.06	514.36	634.36	170	170
		690	0.07	671.87	741.87	150	150
		700		692.63	752.63	80	80
		650	0.07	568.87	698.87	170	170
		540	0.06	530.60	580.60	110	110
		750	0.08	786.39	806.39	90	90
		620	0.06	566.61	666.61	110	110
		560	0.06	602.10	602.10	50	50
		530		539.85	569.85	60	60
		750	0.08	746.39	806.39	130	130
		640	0.07	668.12	688.12	50	50
		790	0.08	779.39	849.39	100	100
		690	0.07	631.87	741.87	170	170
		680	0.07	691.12	731.12	150	150
		530	0.05	529.85	569.85	60	60
Well(s) Total		9710	1.00	9520	10440	1650	730
SUMMARY							
CTB Summary		9710	Oil Meter: sum of all individual well meters for the commingled facility.				
CTB Beginning Inventory	1650	1.00	Theoretical %: individual wells percentage of total production for the month this is the basis for allocation (calculated number)				
CTB Ending Inventory	730		Well Allocated Production: sum of Ending Inventory plus Well Allocated Oil Sales less Beginning Inventory				
CTB Oil Sales	10240	9520	Ending Inventory: sum of Beginning Inventory plus Well Allocated Production less Well Allocation Oil Sales				
CTB Oil Production	9320		Well Allocated Oil Sales: Total Sales from the month				
			Beginning Inventory: Ending Inventory from previous accounting month				
		10440	Well Allocated Oil Sales: sum of all final sales for the facility (CTB Oil Sales) this is then allocated to each well based on the Theoretical %.				

COTERRA		INDIVIDUAL METERING (WATER)					
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Well Name	Meter ID	Water Meter	Theoretical %	Well Allocated Production	Well Allocated SW	Beginning Tank Inventory	Ending Tank Inventory
		570	0.10	540.00	570.00	150	120
		310	0.05	270.00	310.00	150	110
		370	0.06	240.00	370.00	150	20
		380	0.06	370.00	380.00	110	100
		450	0.08	370.00	450.00	130	50
		340	0.06	220.00	340.00	200	80
		350	0.06	320.00	350.00	170	140
		370	0.06	330.00	370.00	80	40
		380	0.06	370.00	380.00	110	100
		490	0.08	490.00	490.00	150	150
		590	0.10	510.00	590.00	120	40
		300	0.05	260.00	300.00	130	90
		450	0.08	430.00	450.00	200	180
		590	0.10	580.00	590.00	50	40
		0	0.00	0.00	0.00	0	0
Well(s) Total		5940	1.00	5300	5940	1900	1260
SUMMARY							
CTB Summary							
CTB Beginning Inventory	1900	5940	Water Meter: measures the water from the separator for each well				
CTB Ending Inventory	1260	1.00	Theoretical %: Allocation % calculated by WH volume for each well/total WH volume for all wells				
CTB SW Transfer	5940	5300	Well Allocated Production: sum of Well Allocation SW volume plus Ending Inventory less Beginning Inventory				
CTB Allocated Production	5300		Ending Tank Inventory: Theoretical % multiplied by CTB Ending Inventory				
			Well Allocated SW: Theoretical % multiplied by CTB SW Transfer				
			Beginning Tank Inventory: Ending Inventory from previous accounting month				
		5940	Well Allocated Oil Sales: sum of all final sales for the facility (CTB Oil Sales) This is then allocated to each well based on the Theoretical %.				



COTERRA

TATANKA NORTH CTB METERED PROCES FLOW DIA

TABLE 2

TABLE 2		
FACILITY NAME	WELLHEAD NAME	GAS LIFT METER
TATANKA NORTH CTB	TATANKA FED COM 601H	TT-601H-G/L
TATANKA NORTH CTB	TATANKA FED COM 801H	TT-801H-G/L
TATANKA NORTH CTB	TATANKA FED COM 802H	TT-802H-G/L
TATANKA NORTH CTB	TATANKA FED COM 701H	TT-701H-G/L
TATANKA NORTH CTB	TATANKA FED COM 702H	TT-702H-G/L
TATANKA NORTH CTB	TATANKA FED COM 602H	TT-602H-G/L
TATANKA NORTH CTB	TATANKA FED COM 803H	TT-803H-G/L
TATANKA NORTH CTB	TATANKA FED COM 703H	TT-703H-G/L
TATANKA NORTH CTB	TATANKA FED COM 804H	TT-804H-G/L
TATANKA NORTH CTB	TATANKA FED COM 603H	TT-603H-G/L
TATANKA NORTH CTB	TATANKA FED COM 704H	TT-704H-G/L
TATANKA NORTH CTB	TATANKA FED COM 805H	TT-805H-G/L
TATANKA NORTH CTB	TATANKA FED COM 604H	TT-604H-G/L
TATANKA NORTH CTB	TATANKA FED COM 705H	TT-705H-G/L
TATANKA NORTH CTB	TATANKA FED COM 806H	TT-806H-G/L
TATANKA NORTH CTB	TATANKA FED COM 101H	TT-101H-G/L
TATANKA NORTH CTB	TATANKA FED COM 102H	TT-102H-G/L
TATANKA PAD 2 SATELLITE	TATANKA PAD 2 SATELLITE	TT-652H-G/L
TATANKA PAD 2 SATELLITE	TATANKA PAD 2 SATELLITE	TT-651H-G/L
TATANKA PAD 4 SATELLITE	TATANKA PAD 4 SATELLITE	TT-654H-G/L
TATANKA PAD 4 SATELLITE	TATANKA PAD 4 SATELLITE	TT-653H-G/L

REVISÉ

JULY 28, 2025

FOR CONSTRUCTION

CS
Engineering & Construction

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Arlington, Texas 76011
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NM FIRM REG. #4545320

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AND MAINTENANCE OF FACILITY NAMED IN THE TITLE BLOCK AND SHALL	APP: _____
	APP: _____

NOT BE USED FOR ANY OTHER PURPOSE, OR	SAFE NO.
---------------------------------------	----------

FURNISHED TO ANY OTHER PARTY, WITHOUT THE	C. BOY
FACILITY ENGR.	

PROJ. ENGR: J. MEDINA

ENGINEERING & DESIGN.	SCALE:	NONE

3

Exhibit 3

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

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

☒ AMENDED REPORT
AS-DRILLED

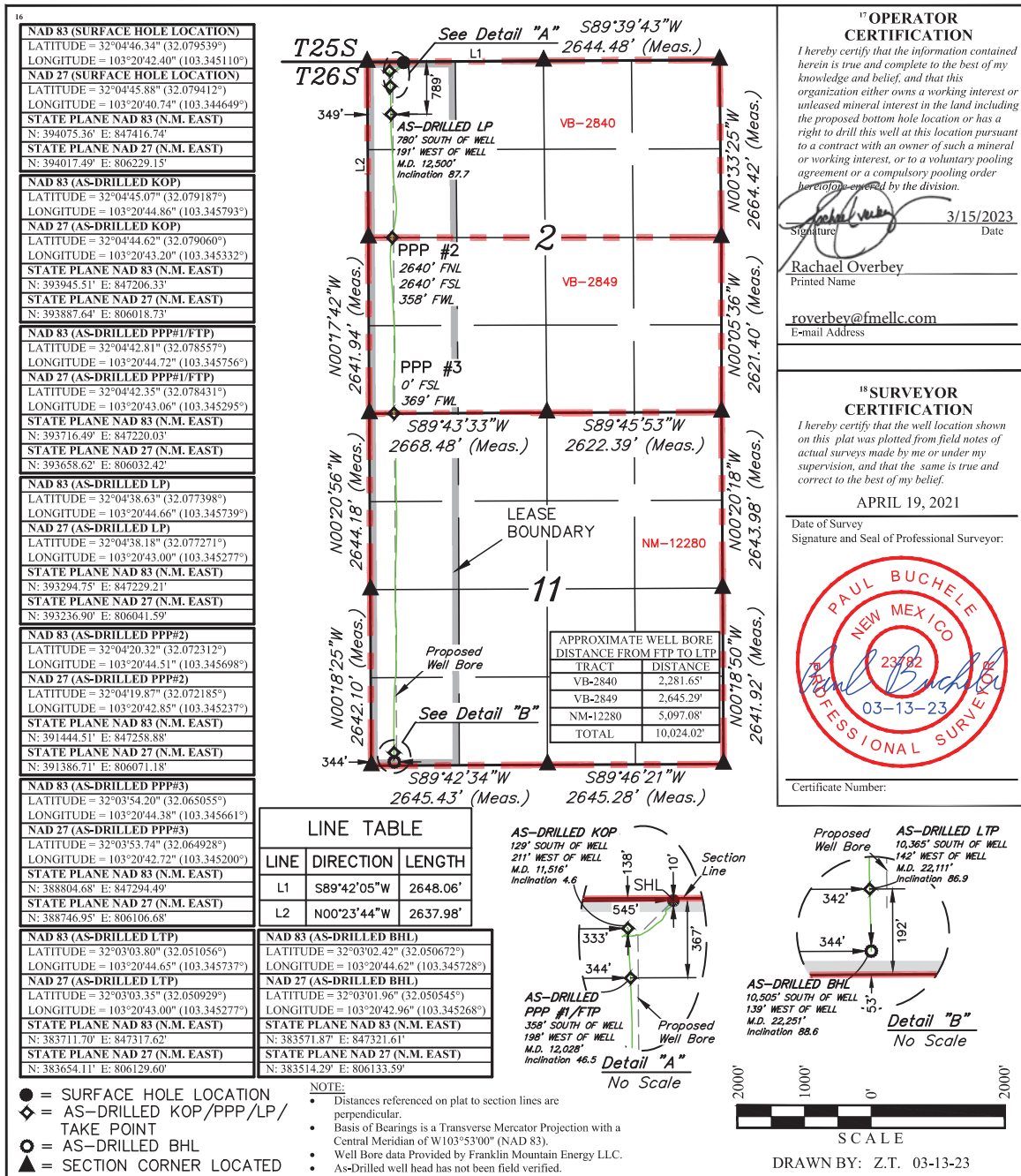
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49873	² Pool Code 97088	³ Pool Name WC-025 G-08 S2535340; BONE SPRING
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 601H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3134.5'

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
D	2	26S	35E		10	NORTH	545	WEST	LEA

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
M	11	26S	35E		53	SOUTH	344	WEST	LEA
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



District I
1625 N. French Dr., Hobbs, NM 88240
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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49874	² Pool Code 97088	³ Pool Name WC-025 G-08 S253534O; BONE SPRING
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 602H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3135.3'

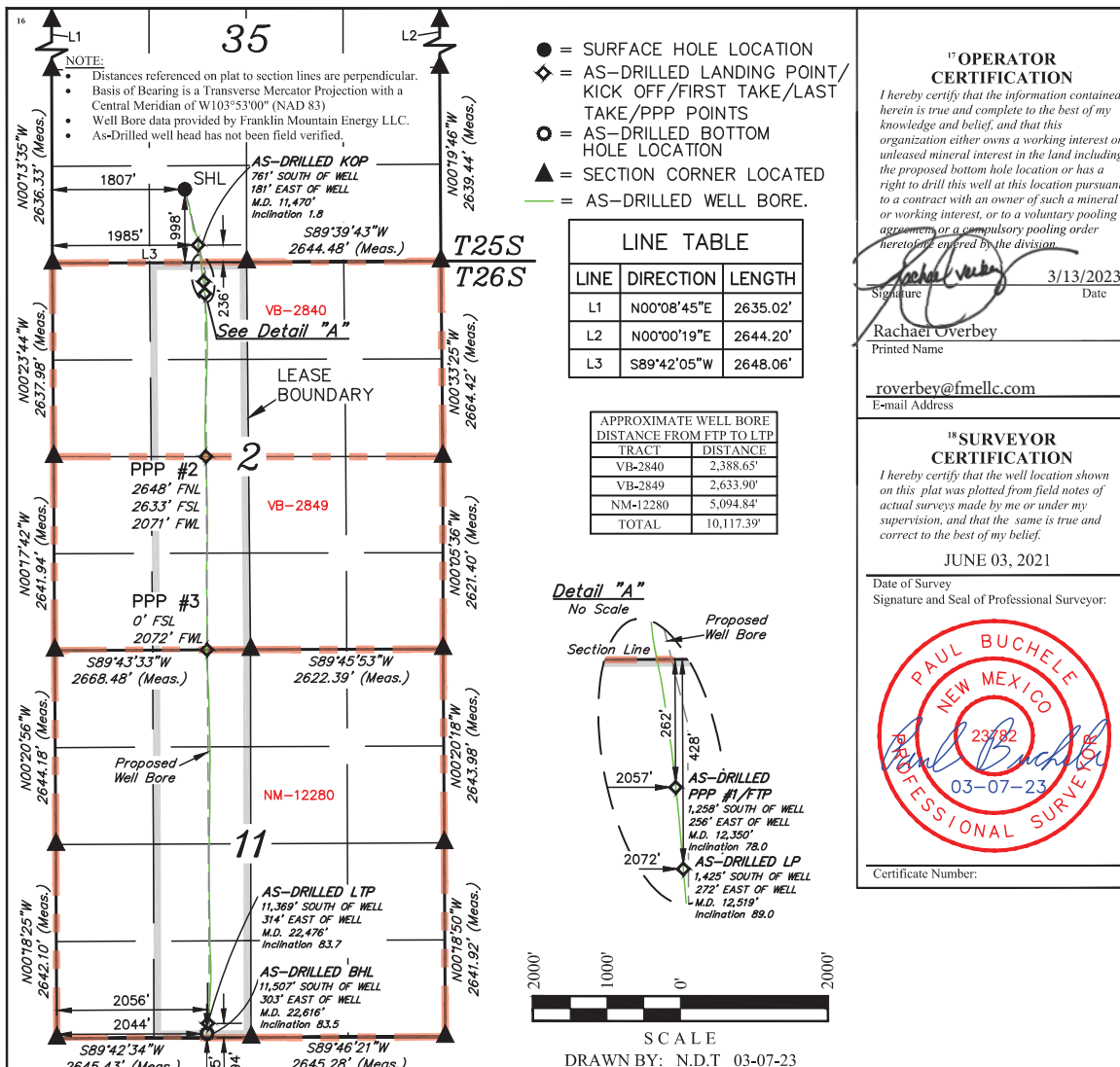
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	35	25S	35E		998	SOUTH	1807	WEST	LEA

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
N	11	26S	35E		55	SOUTH	2044	WEST	LEA
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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

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: *Rachael Overbey* 3/13/2023
Date

Printed Name
Rachael Overbey

roverbey@fmccl.com
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

JUNE 03, 2021

Date of Survey
Signature and Seal of Professional Surveyor:



Certificate Number:

NAD 83 (SURFACE HOLE LOCATION) LATITUDE = 32°04'56.31" (32.082309°) LONGITUDE = 103°20'27.72" (103.341034°)	NAD 83 (AS-DRILLED KOP) LATITUDE = 32°04'48.77" (32.080215°) LONGITUDE = 103°20'25.66" (103.340461°)	NAD 83 (AS-DRILLED PPP #1/FTP) LATITUDE = 32°04'43.85" (32.078848°) LONGITUDE = 103°20'24.82" (103.340228°)	NAD 83 (AS-DRILLED LTP) LATITUDE = 32°04'42.20" (32.078390°) LONGITUDE = 103°20'24.65" (103.340180°)
NAD 27 (SURFACE HOLE LOCATION) LATITUDE = 32°04'55.86" (32.082182°) LONGITUDE = 103°20'26.06" (103.340572°)	NAD 27 (AS-DRILLED KOP) LATITUDE = 32°04'48.32" (32.080088°) LONGITUDE = 103°20'24.00" (103.340000°)	NAD 27 (AS-DRILLED PPP #1/FTP) LATITUDE = 32°04'43.40" (32.078722°) LONGITUDE = 103°20'23.16" (103.339766°)	NAD 27 (AS-DRILLED LTP) LATITUDE = 32°04'41.75" (32.078263°) LONGITUDE = 103°20'22.99" (103.339718°)
STATE PLANE NAD 83 (N.M. EAST) N: 395094.73' E: 848670.14'	STATE PLANE NAD 83 (N.M. EAST) N: 394334.60' E: 848854.46'	STATE PLANE NAD 83 (N.M. EAST) N: 393838.07' E: 848931.45'	STATE PLANE NAD 83 (N.M. EAST) N: 393671.37' E: 848947.85'
STATE PLANE NAD 27 (N.M. EAST) N: 395036.82' E: 807482.57'	STATE PLANE NAD 27 (N.M. EAST) N: 394276.70' E: 807666.86'	STATE PLANE NAD 27 (N.M. EAST) N: 393780.19' E: 807743.82'	STATE PLANE NAD 27 (N.M. EAST) N: 393613.49' E: 807760.21'
NAD 83 (PPP #2) LATITUDE = 32°04'20.25" (32.072291°) LONGITUDE = 103°20'24.61" (103.340168°)	NAD 83 (PPP #3) LATITUDE = 32°03'54.19" (32.065054°) LONGITUDE = 103°20'24.59" (103.340165°)	NAD 83 (AS-DRILLED LTP) LATITUDE = 32°03'03.82" (32.051061°) LONGITUDE = 103°20'24.74" (103.340205°)	NAD 83 (AS-DRILLED BHL) LATITUDE = 32°03'02.45" (32.050680°) LONGITUDE = 103°20'24.88" (103.340244°)
NAD 27 (PPP #2) LATITUDE = 32°04'19.79" (32.072164°) LONGITUDE = 103°20'22.95" (103.339707°)	NAD 27 (PPP #3) LATITUDE = 32°03'53.74" (32.064927°) LONGITUDE = 103°20'22.94" (103.339704°)	NAD 27 (AS-DRILLED LTP) LATITUDE = 32°03'03.36" (32.050934°) LONGITUDE = 103°20'23.08" (103.339746°)	NAD 27 (AS-DRILLED BHL) LATITUDE = 32°03'01.99" (32.050553°) LONGITUDE = 103°20'23.22" (103.339784°)
STATE PLANE NAD 83 (N.M. EAST) N: 391452.63' E: 848971.76'	STATE PLANE NAD 83 (N.M. EAST) N: 388819.93' E: 848997.10'	STATE PLANE NAD 83 (N.M. EAST) N: 383729.18' E: 849031.36'	STATE PLANE NAD 83 (N.M. EAST) N: 383590.47' E: 849020.71'
STATE PLANE NAD 27 (N.M. EAST) N: 391194.82' E: 807784.04'	STATE PLANE NAD 27 (N.M. EAST) N: 388762.18' E: 807809.27'	STATE PLANE NAD 27 (N.M. EAST) N: 383671.57' E: 807843.32'	STATE PLANE NAD 27 (N.M. EAST) N: 383532.86' E: 807832.67'

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Revised August 1, 2011
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AS-DRILLED

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49875	² Pool Code 97088	³ Pool Name WC-025 G-08 S2535340; BONE SPRING
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 603H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3136.1'

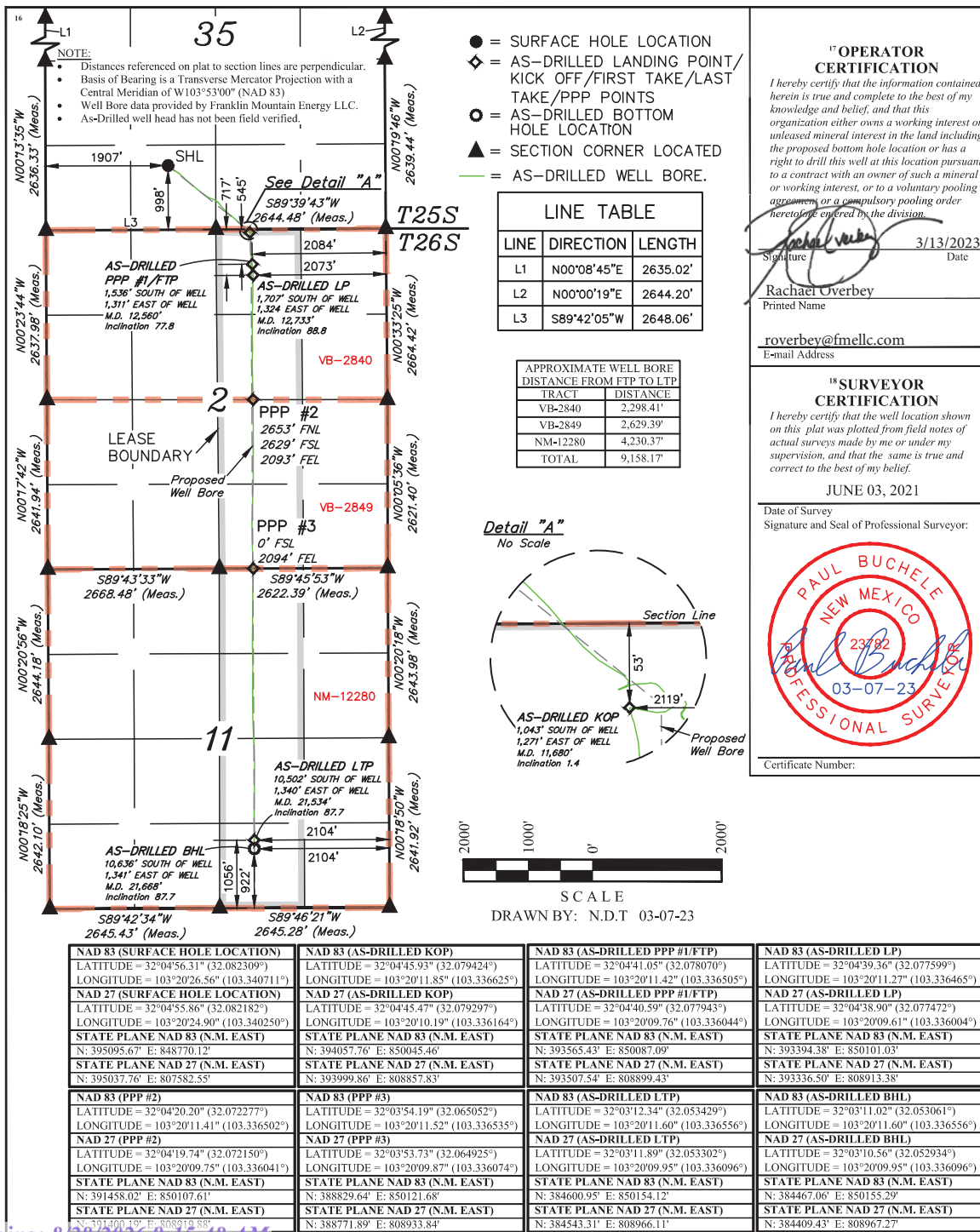
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	35	25S	35E		998	SOUTH	1907	WEST	LEA

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
O	11	26S	35E		922	SOUTH	2104	EAST	LEA
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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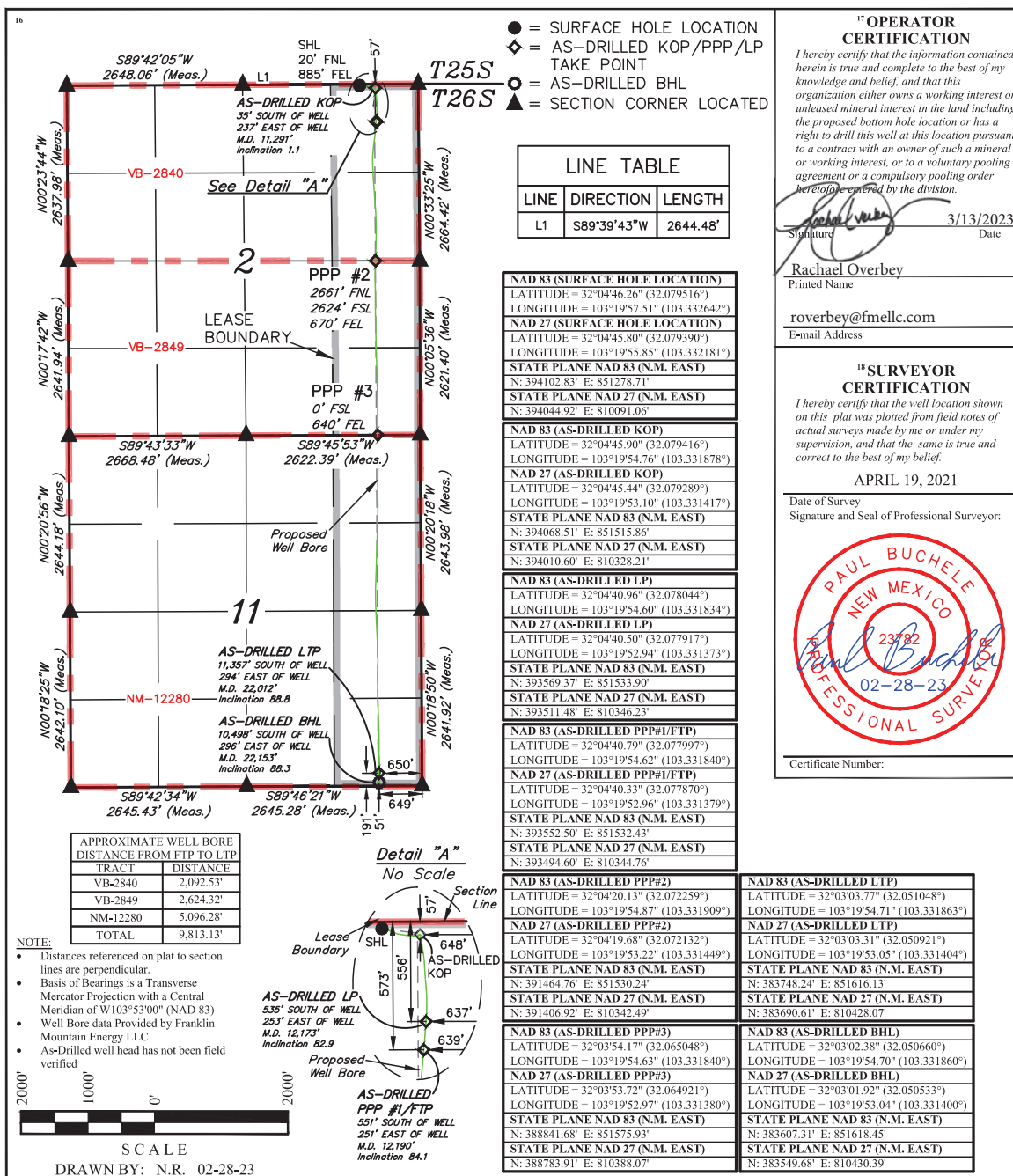
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-50090	² Pool Code 97088	³ Pool Name WC-025 G-08 S2535340; BONE SPRING
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 604H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3092.7'

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
A	2	26S	35E		20	NORTH	885	EAST	LEA

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	11	26S	35E		51	SOUTH	649	EAST	LEA
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



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 30-025-49869	Pool Code 08485 97088	Pool Name WC-025 G-08 S2535340: BONE SPRING WC-025 G-08 S2535340: BONE SPRING
Property Code 338238	Property Name TATANKA FED COM	Well Number 651H
OGRID No. 331595	Operator Name FRANKLIN MOUNTAIN ENERGY LLC	Ground Level Elevation 3121.3'
Surface Owner: ☐ State ☐ Fee ☐ Tribal ☒ Federal Mineral Owner: ☐ State ☐ Fee ☐ Tribal ☒ Federal		

Surface Location

UL D	Section 2	Township 26S	Range 35E	Lot	Ft. from N/S 55 NORTH	Ft. from E/W 1257 WEST	Latitude (NAD 83) 32.079416°	Longitude (NAD 83) -103.342812°	County LEA
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Bottom Hole Location

UL M	Section 11	Township 26S	Range 35E	Lot	Ft. from N/S 100 SOUTH	Ft. from E/W 990 WEST	Latitude (NAD 83) 32.050802°	Longitude (NAD 83) -103.343644°	County LEA
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Dedicated Acres 320	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. Well setbacks are under Common Ownership: ☐ Yes ☐ No				

Kick Off Point (KOP)

UL D	Section 2	Township 26S	Range 35E	Lot	Ft. from N/S 100 NORTH	Ft. from E/W 990 WEST	Latitude (NAD 83) 32.079292°	Longitude (NAD 83) -103.343673°	County LEA
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First Take Point (FTP)

UL D	Section 2	Township 26S	Range 35E	Lot	Ft. from N/S 100 NORTH	Ft. from E/W 990 WEST	Latitude (NAD 83) 32.079292°	Longitude (NAD 83) -103.343673°	County LEA
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Last Take Point (LTP)

UL M	Section 11	Township 26S	Range 35E	Lot	Ft. from N/S 100 SOUTH	Ft. from E/W 990 WEST	Latitude (NAD 83) 32.050802°	Longitude (NAD 83) -103.343644°	County LEA
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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> <i>Shelly Bowen</i> 4/10/2025 Signature Date Shelly Bowen Printed Name Shelly.Bowen@coterra.com Email Address	SURVEYOR CERTIFICATIONS <i>I hereby certify that the well location shown on this plat was plotted from the 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.</i>  Signature and Seal of Professional Surveyor 23782 April 19, 2021 Certificate Number Date of Survey
--	--

Note: 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.

Property Name TATANKA FED COM	Well Number 651H	Drawn By Z.L. 04-30-21	Revised By REV: 4 L.T.T. 03-28-25 (SHL MOVE)
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- = SURFACE HOLE LOCATION
- ◇ = KICK OFF POINT/LANDING POINT/FIRST TAKE POINT
- ◊ = LEASE PENETRATION POINT
- = LAST TAKE POINT/BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED
- = DEDICATED ACREAGE

NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)
- Colored areas within section lines represent Federal oil & gas leases.

NAD 83 (SURFACE HOLE LOCATION)
LATITUDE = 32°04'45.90" (32.079416°)
LONGITUDE = -103°20'34.12" (-103.342812°)
NAD 27 (SURFACE HOLE LOCATION)
LATITUDE = 32°04'45.44" (32.079289°)
LONGITUDE = -103°20'32.46" (-103.342351°)
STATE PLANE NAD 83 (N.M. EAST)
N: 394037.04' E: 848128.99'
STATE PLANE NAD 27 (N.M. EAST)
N: 393979.16' E: 806941.39'

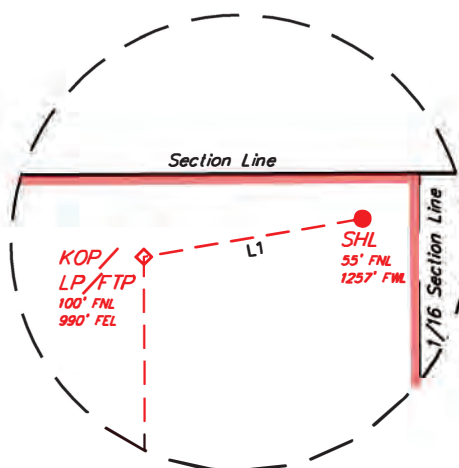
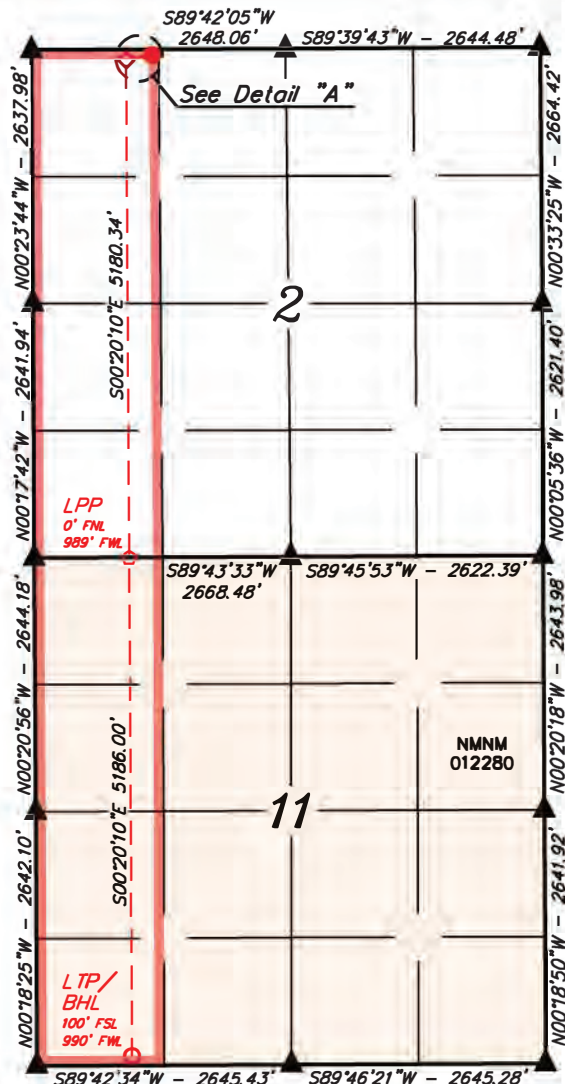
NAD 83 (KOP/LP/FTP)
LATITUDE = 32°04'45.45" (32.079292°)
LONGITUDE = -103°20'37.22" (-103.343673°)
NAD 27 (KOP/LP/FTP)
LATITUDE = 32°04'44.99" (32.079165°)
LONGITUDE = -103°20'35.56" (-103.343212°)
STATE PLANE NAD 83 (N.M. EAST)
N: 393989.55' E: 847862.64'
STATE PLANE NAD 27 (N.M. EAST)
N: 393931.68' E: 806675.03'

NAD 83 (LPP)
LATITUDE = 32°03'54.20" (32.065055°)
LONGITUDE = -103°20'37.17" (-103.343659°)
NAD 27 (LPP)
LATITUDE = 32°03'53.74" (32.064928°)
LONGITUDE = -103°20'35.51" (-103.343198°)
STATE PLANE NAD 83 (N.M. EAST)
N: 388810.23' E: 847914.64'
STATE PLANE NAD 27 (N.M. EAST)
N: 388752.50' E: 806726.82'

NAD 83 (LTP/BHL)
LATITUDE = 32°03'02.89" (32.050802°)
LONGITUDE = -103°20'37.12" (-103.343644°)
NAD 27 (LTP/BHL)
LATITUDE = 32°03'02.43" (32.050675°)
LONGITUDE = -103°20'35.46" (-103.343185°)
STATE PLANE NAD 83 (N.M. EAST)
N: 383625.26' E: 847966.68'
STATE PLANE NAD 27 (N.M. EAST)
N: 383567.67' E: 806778.66'

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S80°07'49"W	270.60'



Detail "A"
No Scale



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 WC-025 G-08 S2535340; BONE

API Number 30-025-54987	Pool Code 08158 97088	Pool Name WC-025 G-08 S2535340; LWR BONE SPRING SPRING
Property Code	Property Name TATANKA FED COM	Well Number 652H
OGRID No. 331595	Operator Name FRANKLIN MOUNTAIN ENERGY LLC	Ground Level Elevation 3121.4'
Surface Owner: ☐ State ☐ Fee ☐ Tribal ☒ Federal Mineral Owner: ☐ State ☐ Fee ☐ Tribal ☒ Federal		

Surface Location

UL D	Section 2	Township 26S	Range 35E	Lot	Ft. from N/S 55 NORTH	Ft. from E/W 1282 WEST	Latitude (NAD 83) 32.079416°	Longitude (NAD 83) -103.342732°	County LEA
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Bottom Hole Location

UL N	Section 11	Township 26S	Range 35E	Lot	Ft. from N/S 100 SOUTH	Ft. from E/W 2310 WEST	Latitude (NAD 83) 32.050802°	Longitude (NAD 83) -103.339385°	County LEA
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Dedicated Acres 320	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers. Well setbacks are under Common Ownership: ☐ Yes ☐ No				

Kick Off Point (KOP)

UL C	Section 2	Township 26S	Range 35E	Lot	Ft. from N/S 100 NORTH	Ft. from E/W 2310 WEST	Latitude (NAD 83) 32.079292°	Longitude (NAD 83) -103.339413°	County LEA
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First Take Point (FTP)

UL C	Section 2	Township 26S	Range 35E	Lot	Ft. from N/S 100 NORTH	Ft. from E/W 2310 WEST	Latitude (NAD 83) 32.079292°	Longitude (NAD 83) -103.339413°	County LEA
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Last Take Point (LTP)

UL N	Section 11	Township 26S	Range 35E	Lot	Ft. from N/S 100 SOUTH	Ft. from E/W 2310 WEST	Latitude (NAD 83) 32.050802°	Longitude (NAD 83) -103.339385°	County LEA
---------	---------------	-----------------	--------------	-----	---------------------------	---------------------------	---------------------------------	------------------------------------	---------------

Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
---	---	-------------------------

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>  Signature _____ Date 4/10/2025 Shelly Bowen Printed Name Shelly.Bowen@coterra.com Email Address	SURVEYOR CERTIFICATIONS <i>I hereby certify that the well location shown on this plat was plotted from the 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.</i>  Signature and Seal of Professional Surveyor 23782 April 19, 2021 Certificate Number Date of Survey
--	--

Note: 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.

Property Name TATANKA FED COM	Well Number 652H	Drawn By Z.L. 04-30-21	Revised By REV: 4 L.T.T. 03-28-25 (SHL MOVE)
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- = SURFACE HOLE LOCATION
- ◇ = KICK OFF POINT/LANDING POINT/FIRST TAKE POINT
- ◊ = LEASE PENETRATION POINT
- = LAST TAKE POINT/BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED
- = DEDICATED ACREAGE

NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)
- Colored areas within section lines represent Federal oil & gas leases.

NAD 83 (SURFACE HOLE LOCATION)
LATITUDE = 32°04'45.90" (32.079416°)
LONGITUDE = -103°20'33.83" (-103.342732°)
NAD 27 (SURFACE HOLE LOCATION)
LATITUDE = 32°04'45.44" (32.079289°)
LONGITUDE = -103°20'32.17" (-103.342270°)
STATE PLANE NAD 83 (N.M. EAST)
N: 394037.28' E: 848153.99'
STATE PLANE NAD 27 (N.M. EAST)
N: 393979.40' E: 806966.38'

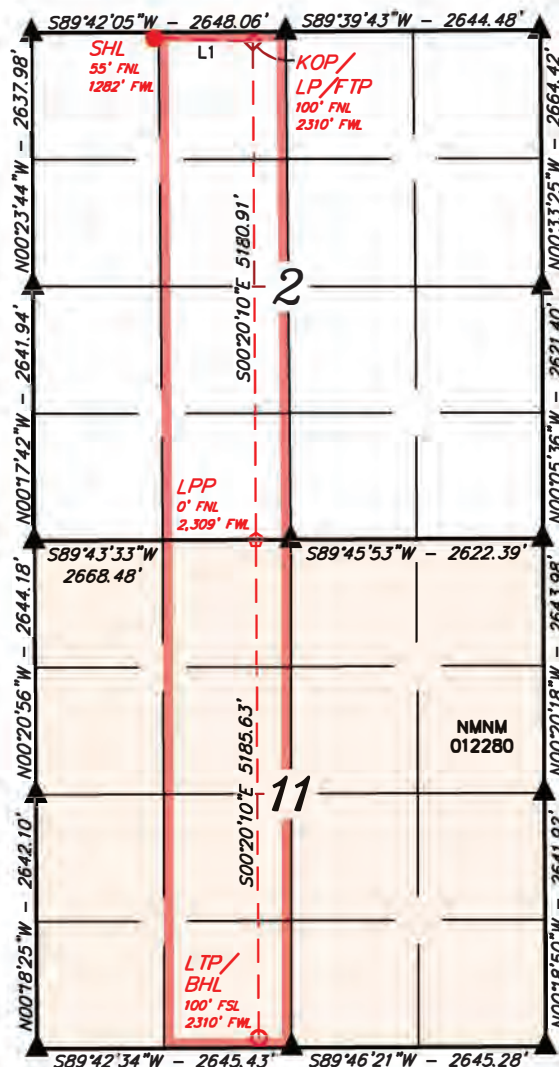
NAD 83 (KOP/LP/FTP)
LATITUDE = 32°04'45.45" (32.079292°)
LONGITUDE = -103°20'21.89" (-103.339413°)
NAD 27 (KOP/LP/FTP)
LATITUDE = 32°04'45.00" (32.079166°)
LONGITUDE = -103°20'20.23" (-103.338951°)
STATE PLANE NAD 83 (N.M. EAST)
N: 394001.94' E: 849182.39'
STATE PLANE NAD 27 (N.M. EAST)
N: 393944.05' E: 807994.76'

NAD 83 (LPP)
LATITUDE = 32°03'54.19" (32.065054°)
LONGITUDE = -103°20'21.84" (-103.339399°)
NAD 27 (LPP)
LATITUDE = 32°03'53.74" (32.064927°)
LONGITUDE = -103°20'20.18" (-103.338938°)
STATE PLANE NAD 83 (N.M. EAST)
N: 388822.05' E: 849234.39'
STATE PLANE NAD 27 (N.M. EAST)
N: 388764.31' E: 808046.56'

NAD 83 (LTP/BHL)
LATITUDE = 32°03'02.89" (32.050802°)
LONGITUDE = -103°20'21.79" (-103.339385°)
NAD 27 (LTP/BHL)
LATITUDE = 32°03'02.43" (32.050675°)
LONGITUDE = -103°20'20.13" (-103.338925°)
STATE PLANE NAD 83 (N.M. EAST)
N: 383637.45' E: 849286.43'
STATE PLANE NAD 27 (N.M. EAST)
N: 383579.85' E: 808098.39'

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S87°47'35"E	1029.16'



SCALE

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 30-025-49871	Pool Code 98185 97088	Pool Name WC-025 G-08 S2535340; BONE SPRING WC 025 G08 S2535023; LWR BONE SPRING
Property Code 338238	Property Name TATANKA FED COM	Well Number 653H
OGRID No. 331595	Operator Name FRANKLIN MOUNTAIN ENERGY LLC	Ground Level Elevation 3117.9'
Surface Owner: ☐ State ☐ Fee ☐ Tribal ☒ Federal		Mineral Owner: ☐ State ☐ Fee ☐ Tribal ☒ Federal

Surface Location

UL B	Section 2	Township 26S	Range 35E	Lot	Ft. from N/S 60 NORTH	Ft. from E/W 1,925 EAST	Latitude (NAD 83) 32.079404°	Longitude (NAD 83) -103.335999°	County LEA
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Bottom Hole Location

UL O	Section 11	Township 26S	Range 35E	Lot	Ft. from N/S 100 SOUTH	Ft. from E/W 1,652 EAST	Latitude (NAD 83) 32.050799°	Longitude (NAD 83) -103.335099°	County LEA
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Dedicated Acres 320	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.		Well setbacks are under Common Ownership: ☐ Yes ☐ No		

Kick Off Point (KOP)

UL B	Section 2	Township 26S	Range 35E	Lot	Ft. from N/S 100 NORTH	Ft. from E/W 1,652 EAST	Latitude (NAD 83) 32.079295°	Longitude (NAD 83) -103.335118°	County LEA
---------	--------------	-----------------	--------------	-----	---------------------------	----------------------------	---------------------------------	------------------------------------	---------------

First Take Point (FTP)

UL B	Section 2	Township 26S	Range 35E	Lot	Ft. from N/S 100 NORTH	Ft. from E/W 1,652 EAST	Latitude (NAD 83) 32.079295°	Longitude (NAD 83) -103.335118°	County LEA
---------	--------------	-----------------	--------------	-----	---------------------------	----------------------------	---------------------------------	------------------------------------	---------------

Last Take Point (LTP)

UL O	Section 11	Township 26S	Range 35E	Lot	Ft. from N/S 100 SOUTH	Ft. from E/W 1,652 EAST	Latitude (NAD 83) 32.050799°	Longitude (NAD 83) -103.335099°	County LEA
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Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
---	---	-------------------------

OPERATOR CERTIFICATIONS

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.

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.

Shelly Bowen

3/10/2025

Signature Date

Shelly Bowen

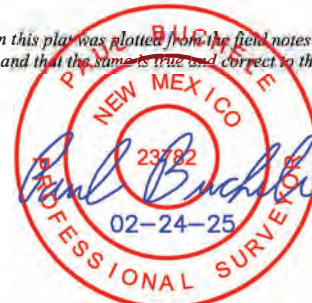
Printed Name

Shelly.Bowen@coterra.com

Email Address

SURVEYOR CERTIFICATIONS

I hereby certify that the well location shown on this plat was plotted from the 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.



Signature and Seal of Professional Surveyor

23782

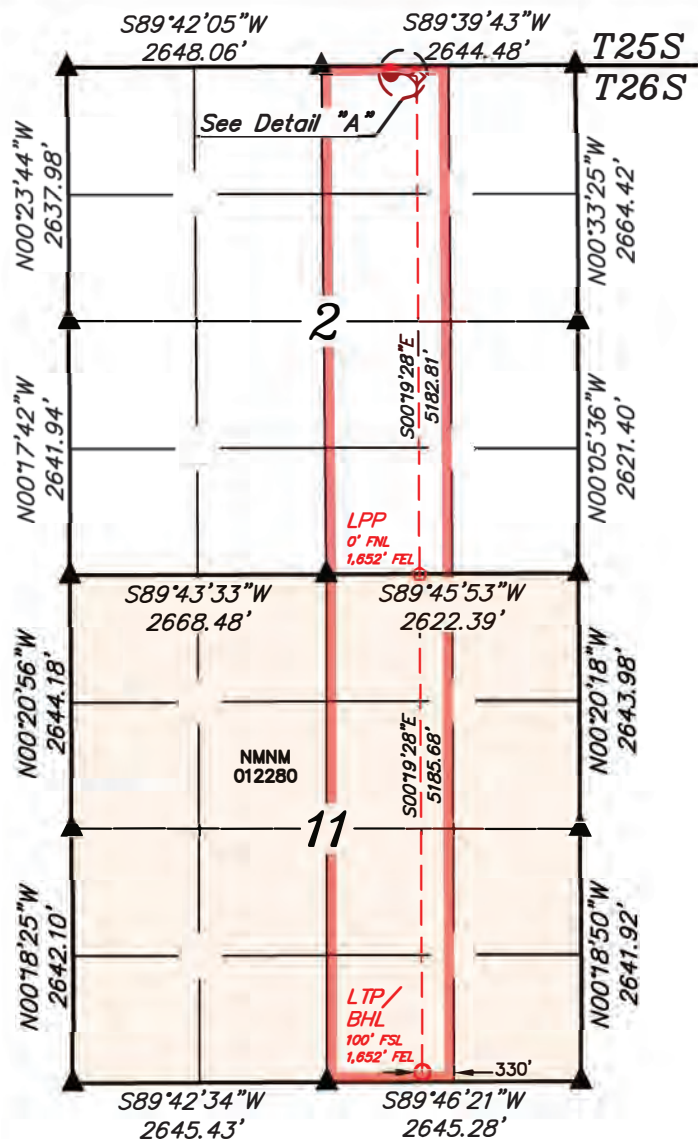
April 19, 2021

Certificate Number

Date of Survey

Note: 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.

Property Name TATANKA FED COM	Well Number 653H	Drawn By T.L.L. 04-29-21	Revised By REV. 3 T.I.R. 02-24-25 (UPDATE WELLBORE)
----------------------------------	---------------------	-----------------------------	--



- = SURFACE HOLE LOCATION
- ◇ = KICK OFF POINT/LANDING POINT/FIRST TAKE POINT
- ◊ = LEASE PENETRATION POINT
- = LAST TAKE POINT/BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED
- = DEDICATED ACREAGE

NOTE:

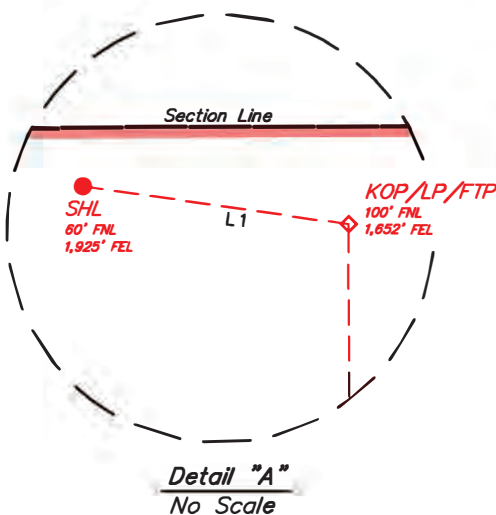
- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)
- Colored areas within section lines represent Federal oil & gas leases.

NAD 83 (SURFACE HOLE LOCATION)	
LATITUDE = 32°04'45.85" (32.079404°)	
LONGITUDE = -103°20'09.60" (-103.335999°)	
NAD 27 (SURFACE HOLE LOCATION)	
LATITUDE = 32°04'45.40" (32.079277°)	
LONGITUDE = -103°20'07.94" (-103.335538°)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 394052.33' E: 850239.32'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 393994.43' E: 809051.69'	

NAD 83 (KOP/LP/FTP)	
LATITUDE = 32°04'45.46" (32.079295°)	
LONGITUDE = -103°20'06.43" (-103.335118°)	
NAD 27 (KOP/LP/FTP)	
LATITUDE = 32°04'45.00" (32.079168°)	
LONGITUDE = -103°20'04.77" (-103.334657°)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 394015.10' E: 850512.50'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 393957.20' E: 809324.86'	

NAD 83 (LPP)	
LATITUDE = 32°03'54.18" (32.065051°)	
LONGITUDE = -103°20'06.39" (-103.335109°)	
NAD 27 (LPP)	
LATITUDE = 32°03'53.73" (32.064924°)	
LONGITUDE = -103°20'04.73" (-103.334648°)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 388833.30' E: 850563.47'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 388775.54' E: 809375.62'	

NAD 83 (LTP/BHL)	
LATITUDE = 32°03'02.88" (32.050799°)	
LONGITUDE = -103°20'06.36" (-103.335099°)	
NAD 27 (LTP/BHL)	
LATITUDE = 32°03'02.42" (32.050672°)	
LONGITUDE = -103°20'04.70" (-103.334639°)	
STATE PLANE NAD 83 (N.M. EAST)	
N: 383648.63' E: 850614.46'	
STATE PLANE NAD 27 (N.M. EAST)	
N: 383591.01' E: 809426.40'	



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S82°00'07"E	275.75'



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 30-025-49872	Pool Code 98485 97088	Pool Name WC-025 G-09 S2535023 LWR BONE SPRING WC-025 G-08 S2535340 BONE SPRING
Property Code 338238	Property Name TATANKA FED COM	Well Number 654H
OGRID No. 331595	Operator Name FRANKLIN MOUNTAIN ENERGY LLC	Ground Level Elevation 3117.9'
Surface Owner: ☐ State ☐ Fee ☐ Tribal ☒ Federal		Mineral Owner: ☐ State ☐ Fee ☐ Tribal ☒ Federal

Surface Location

UL B	Section 2	Township 26S	Range 35E	Lot	Ft. from N/S 60 NORTH	Ft. from E/W 1,875 EAST	Latitude (NAD 83) 32.079404°	Longitude (NAD 83) -103.335838°	County LEA
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Bottom Hole Location

UL P	Section 11	Township 26S	Range 35E	Lot	Ft. from N/S 100 SOUTH	Ft. from E/W 330 EAST	Latitude (NAD 83) 32.050795°	Longitude (NAD 83) -103.330831°	County LEA
---------	---------------	-----------------	--------------	-----	---------------------------	--------------------------	---------------------------------	------------------------------------	---------------

Dedicated Acres 320	Infill or Defining Well	Defining Well API	Overlapping Spacing Unit (Y/N)	Consolidation Code
Order Numbers.		Well setbacks are under Common Ownership: ☐ Yes ☐ No		

Kick Off Point (KOP)

UL A	Section 2	Township 26S	Range 35E	Lot	Ft. from N/S 100 NORTH	Ft. from E/W 330 EAST	Latitude (NAD 83) 32.079298°	Longitude (NAD 83) -103.330850°	County LEA
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First Take Point (FTP)

UL A	Section 2	Township 26S	Range 35E	Lot	Ft. from N/S 100 NORTH	Ft. from E/W 330 EAST	Latitude (NAD 83) 32.079298°	Longitude (NAD 83) -103.330850°	County LEA
---------	--------------	-----------------	--------------	-----	---------------------------	--------------------------	---------------------------------	------------------------------------	---------------

Last Take Point (LTP)

UL P	Section 11	Township 26S	Range 35E	Lot	Ft. from N/S 100 SOUTH	Ft. from E/W 330 EAST	Latitude (NAD 83) 32.050795°	Longitude (NAD 83) -103.330831°	County LEA
---------	---------------	-----------------	--------------	-----	---------------------------	--------------------------	---------------------------------	------------------------------------	---------------

Unitized Area or Area of Uniform Interest	Spacing Unit Type ☐ Horizontal ☐ Vertical	Ground Floor Elevation:
---	---	-------------------------

OPERATOR CERTIFICATIONS

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.

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.

Shelly Bowen

3/10/2025

Signature Date

Shelly Bowen

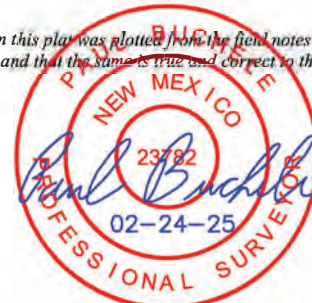
Printed Name

Shelly.Bowen@coterra.com

Email Address

SURVEYOR CERTIFICATIONS

I hereby certify that the well location shown on this plat was plotted from the 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.



Signature and Seal of Professional Surveyor

23782

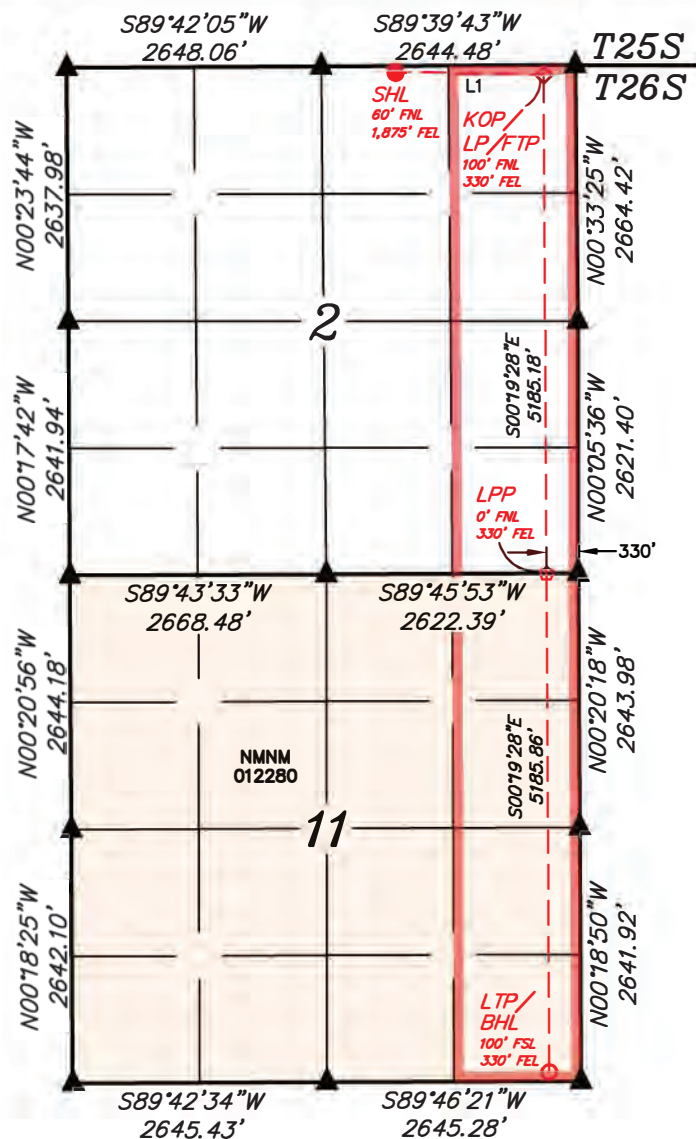
April 19, 2021

Certificate Number

Date of Survey

Note: 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.

Property Name TATANKA FED COM	Well Number 654H	Drawn By T.L.L. 04-29-21	Revised By REV. 3 T.I.R. 02-24-25 (UPDATE WELLBORE)
----------------------------------	---------------------	-----------------------------	--



- = SURFACE HOLE LOCATION
- ◇ = KICK OFF POINT/LANDING POINT/FIRST TAKE POINT
- ◊ = LEASE PENETRATION POINT
- = LAST TAKE POINT/BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED
- = DEDICATED ACREAGE

NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)
- Colored areas within section lines represent Federal oil & gas leases.

NAD 83 (SURFACE HOLE LOCATION)

LATITUDE = 32°04'45.86" (32.079404°)
 LONGITUDE = -103°20'09.02" (-103.335838°)

NAD 27 (SURFACE HOLE LOCATION)

LATITUDE = 32°04'45.40" (32.079277°)
 LONGITUDE = -103°20'07.36" (-103.335377°)

STATE PLANE NAD 83 (N.M. EAST)

N: 394052.81' E: 850289.31'

STATE PLANE NAD 27 (N.M. EAST)

N: 393994.91' E: 809101.68'

NAD 83 (KOP/LP/FTP)

LATITUDE = 32°04'45.47" (32.079298°)
 LONGITUDE = -103°19'51.06" (-103.330850°)

NAD 27 (KOP/LP/FTP)

LATITUDE = 32°04'45.01" (32.079171°)
 LONGITUDE = -103°19'49.40" (-103.330389°)

STATE PLANE NAD 83 (N.M. EAST)

N: 394028.42' E: 851834.68'

STATE PLANE NAD 27 (N.M. EAST)

N: 393970.50' E: 810647.02'

NAD 83 (LPP)

LATITUDE = 32°03'54.17" (32.065047°)
 LONGITUDE = -103°19'51.03" (-103.330841°)

NAD 27 (LPP)

LATITUDE = 32°03'53.71" (32.064920°)
 LONGITUDE = -103°19'49.37" (-103.330380°)

STATE PLANE NAD 83 (N.M. EAST)

N: 388844.24' E: 851885.67'

STATE PLANE NAD 27 (N.M. EAST)

N: 388786.47' E: 810697.80'

NAD 83 (LTP/BHL)

LATITUDE = 32°03'02.86" (32.050795°)
 LONGITUDE = -103°19'50.99" (-103.330831°)

NAD 27 (LTP/BHL)

LATITUDE = 32°03'02.41" (32.050668°)
 LONGITUDE = -103°19'49.34" (-103.330372°)

STATE PLANE NAD 83 (N.M. EAST)

N: 383659.39' E: 851936.65'

STATE PLANE NAD 27 (N.M. EAST)

N: 383601.76' E: 810748.58'

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S88°51'24"E	1545.79'



SCALE

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 30-025-49877	² Pool Code 98117	³ Pool Name WC-025 G-09 S263504N; WOLFCAMP
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 702H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3135.3'

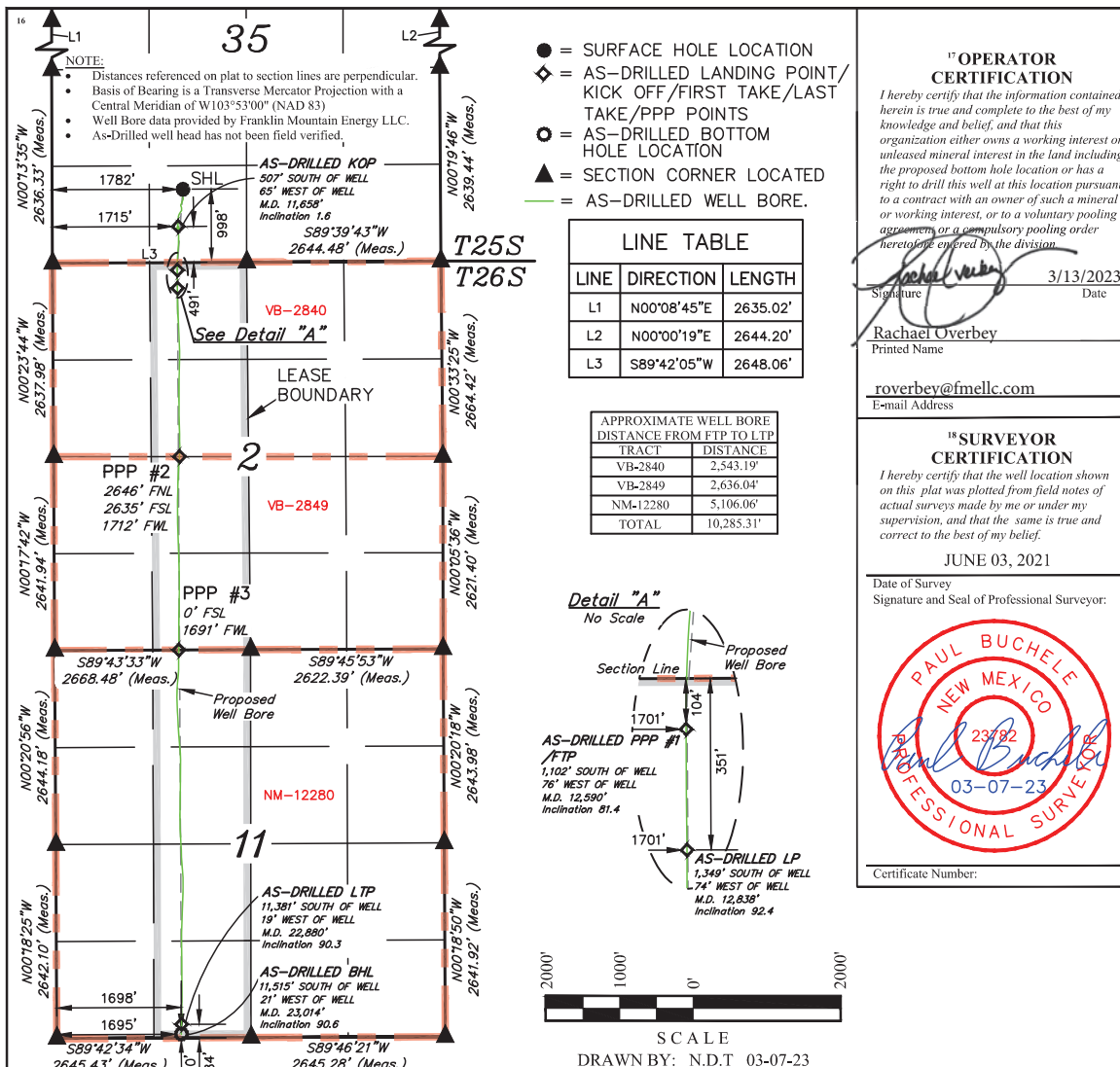
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	35	25S	35E		998	SOUTH	1782	WEST	LEA

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
N	11	26S	35E		50	SOUTH	1695	WEST	LEA
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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

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: *Rachael Overbey* 3/13/2023
Date

Printed Name: Rachael Overbey

roverbey@fmlc.com
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

JUNE 03, 2021

Date of Survey
Signature and Seal of Professional Surveyor:



Certificate Number:

NAD 83 (SURFACE HOLE LOCATION) LATITUDE = 32°04'56.31" (32.082309°) LONGITUDE = 103°20'28.01" (103.341115°)	NAD 83 (AS-DRILLED KOP) LATITUDE = 32°04'51.30" (32.080916°) LONGITUDE = 103°20'28.80" (103.341333°)	NAD 83 (AS-DRILLED PPP #1/FTP) LATITUDE = 32°04'45.41" (32.079282°) LONGITUDE = 103°20'28.96" (103.341379°)	NAD 83 (AS-DRILLED LP) LATITUDE = 32°04'42.97" (32.078603°) LONGITUDE = 103°20'28.96" (103.341377°)
NAD 27 (SURFACE HOLE LOCATION) LATITUDE = 32°04'55.86" (32.082182°) LONGITUDE = 103°20'26.35" (103.340653°)	NAD 27 (AS-DRILLED KOP) LATITUDE = 32°04'50.84" (32.080789°) LONGITUDE = 103°20'27.14" (103.340872°)	NAD 27 (AS-DRILLED PPP #1/FTP) LATITUDE = 32°04'44.96" (32.079155°) LONGITUDE = 103°20'27.30" (103.340918°)	NAD 27 (AS-DRILLED LP) LATITUDE = 32°04'42.51" (32.078476°) LONGITUDE = 103°20'27.30" (103.340916°)
STATE PLANE NAD 83 (N.M. EAST) N: 395094.50' E: 848645.14' STATE PLANE NAD 27 (N.M. EAST) N: 395036.58' E: 807457.57'	STATE PLANE NAD 83 (N.M. EAST) N: 394586.99' E: 848582.15' STATE PLANE NAD 27 (N.M. EAST) N: 394529.09' E: 807394.56'	STATE PLANE NAD 83 (N.M. EAST) N: 393992.45' E: 848573.41' STATE PLANE NAD 27 (N.M. EAST) N: 393934.57' E: 807385.79'	STATE PLANE NAD 83 (N.M. EAST) N: 393745.48' E: 848576.30' STATE PLANE NAD 27 (N.M. EAST) N: 393687.61' E: 807388.68'
NAD 83 (PPP #2) LATITUDE = 32°04'20.26" (32.072295°) LONGITUDE = 103°20'28.77" (103.341326°)	NAD 83 (PPP #3) LATITUDE = 32°03'54.20" (32.065054°) LONGITUDE = 103°20'29.02" (103.341395°)	NAD 83 (AS-DRILLED LTP) LATITUDE = 32°03'03.72" (32.051032°) LONGITUDE = 103°20'28.90" (103.341360°)	NAD 83 (AS-DRILLED BHL) LATITUDE = 32°03'02.39" (32.050664°) LONGITUDE = 103°20'28.93" (103.341369°)
NAD 27 (PPP #2) LATITUDE = 32°04'19.81" (32.072168°) LONGITUDE = 103°20'27.11" (103.340865°)	NAD 27 (PPP #3) LATITUDE = 32°03'53.74" (32.064927°) LONGITUDE = 103°20'27.36" (103.340934°)	NAD 27 (AS-DRILLED LTP) LATITUDE = 32°03'03.26" (32.050905°) LONGITUDE = 103°20'27.24" (103.340900°)	NAD 27 (AS-DRILLED BHL) LATITUDE = 32°03'01.93" (32.050537°) LONGITUDE = 103°20'27.27" (103.340909°)
STATE PLANE NAD 83 (N.M. EAST) N: 391450.93' E: 848613.10' STATE PLANE NAD 27 (N.M. EAST) N: 391393.12' E: 807394.58'	STATE PLANE NAD 83 (N.M. EAST) N: 388816.52' E: 848616.13' STATE PLANE NAD 27 (N.M. EAST) N: 388758.78' E: 807428.31'	STATE PLANE NAD 83 (N.M. EAST) N: 383715.47' E: 848673.71' STATE PLANE NAD 27 (N.M. EAST) N: 383657.87' E: 807485.67'	STATE PLANE NAD 83 (N.M. EAST) N: 383581.49' E: 848672.06' STATE PLANE NAD 27 (N.M. EAST) N: 383523.89' E: 807484.02'

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

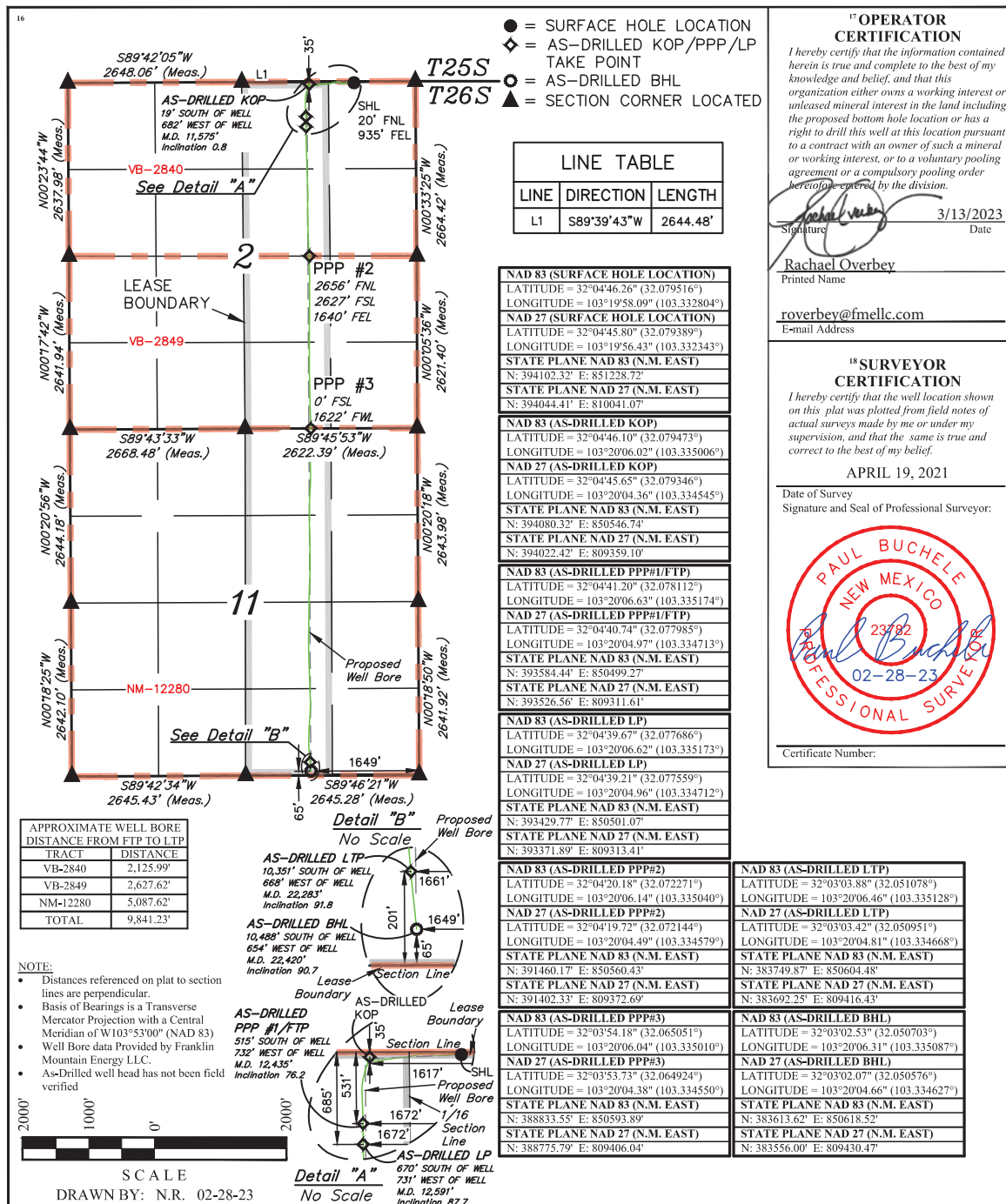
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49879	² Pool Code 98117	³ Pool Name WC-025 G-09 S263504N; WOLFCAMP
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 704H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3093.8'

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
A	2	26S	35E		20	NORTH	935	EAST	LEA

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
O	11	26S	35E		65	SOUTH	1649	EAST	LEA
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



District I
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District II
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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

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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49880		² Pool Code 98117	³ Pool Name WC-025 G-09 S263504N; WOLFCAMP	
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM		⁶ Well Number 705H	
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC		⁹ Elevation 3092.0'	

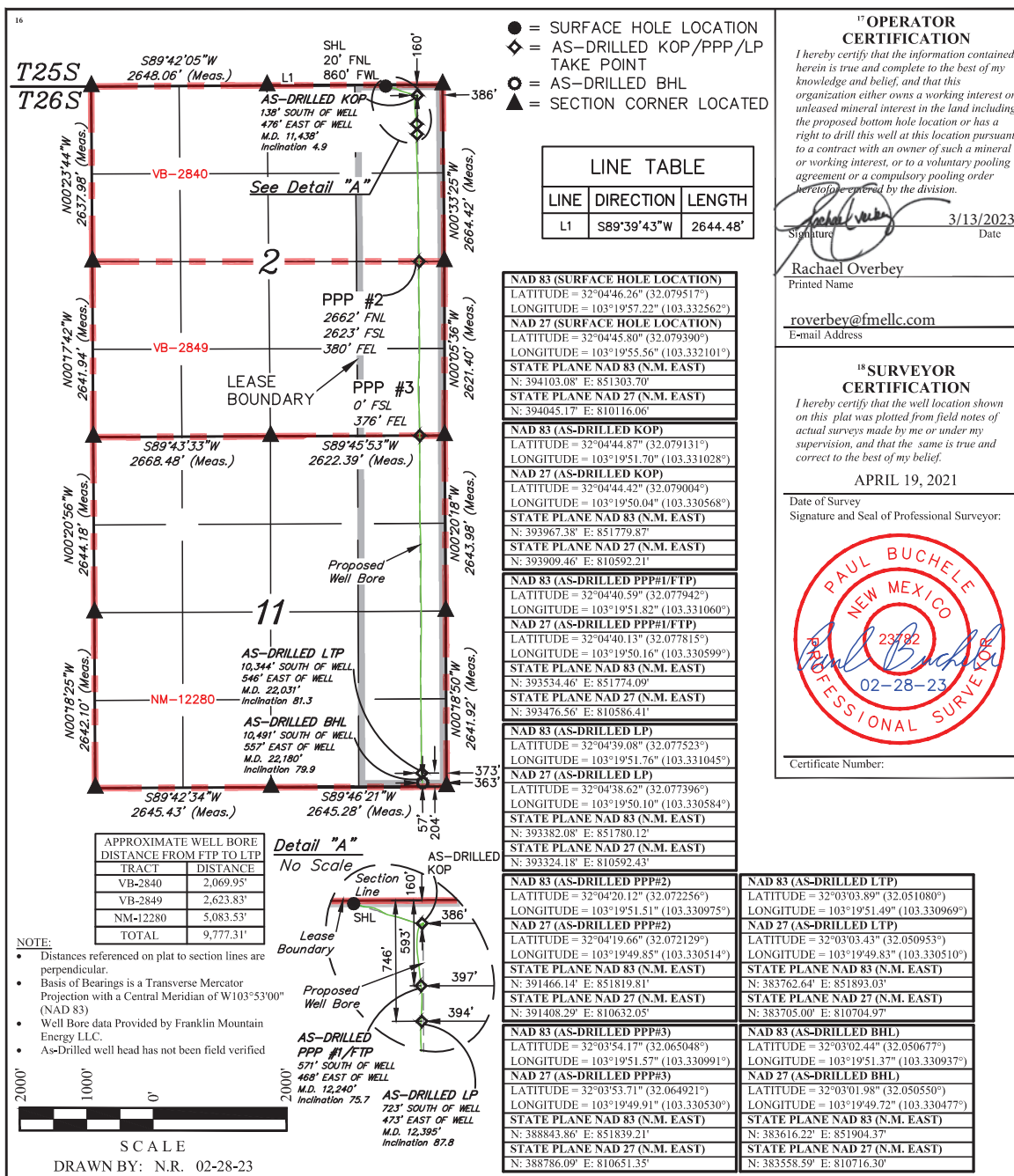
¹⁰Surface Location

UL or lot no. A	Section 2	Township 26S	Range 35E	Lot Idn	Feet from the 20	North/South line NORTH	Feet from the 860	East/West line EAST	County LEA
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¹¹ Bottom Hole Location If Different From Surface

UL or lot no. P	Section 11	Township 26S	Range 35E	Lot Idn	Feet from the 57	North/South line SOUTH	Feet from the 363	East/West line EAST	County LEA
¹² Dedicated Acres 320		¹³ Joint or Infill		¹⁴ Consolidation Code		¹⁵ Order No.			

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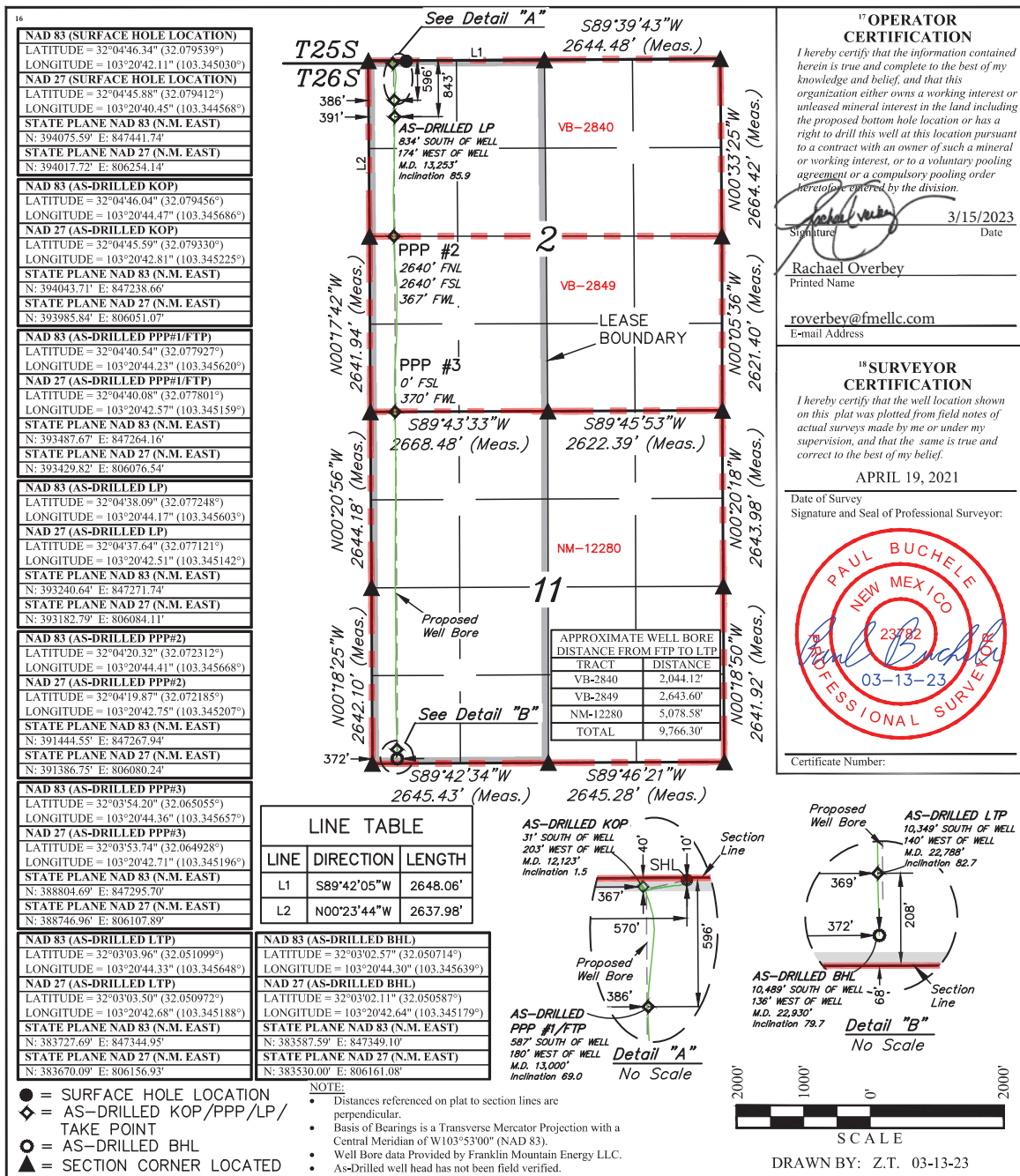
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49881	² Pool Code 98117	³ Pool Name WC-025 G-09 S263504N; WOLFCAMP
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 801H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3134.3'

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
D	2	26S	35E		10	NORTH	570	WEST	LEA

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
M	11	26S	35E		68	SOUTH	372	WEST	LEA
¹² Dedicated Acres 640	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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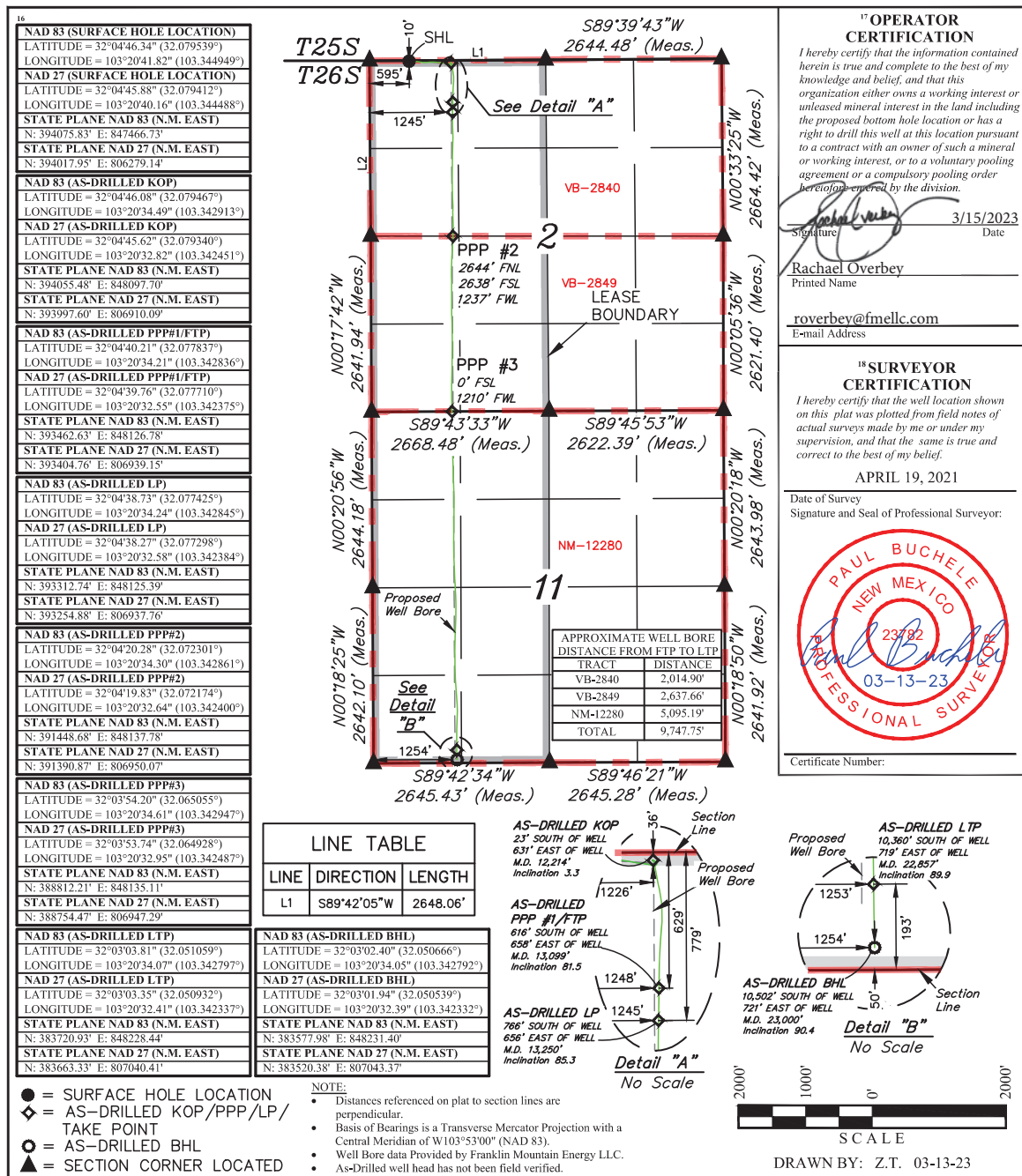
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49882	² Pool Code 98117	³ Pool Name WC-025 G-09 S263504N; WOLF CAMP
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 802H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3134.3'

¹⁰ Surface Location									
UL or lot no. D	Section 2	Township 26S	Range 35E	Lot Idn	Feet from the 10	North/South line NORTH	Feet from the 595	East/West line WEST	County LEA

¹¹ Bottom Hole Location If Different From Surface									
UL or lot no. M	Section 11	Township 26S	Range 35E	Lot Idn	Feet from the 50	North/South line SOUTH	Feet from the 1254	East/West line WEST	County LEA
¹² Dedicated Acres 640	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



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WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49883	² Pool Code 98117	³ Pool Name WC-025 G-09 S263504N; WOLFCAMP
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 803H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3135.8'

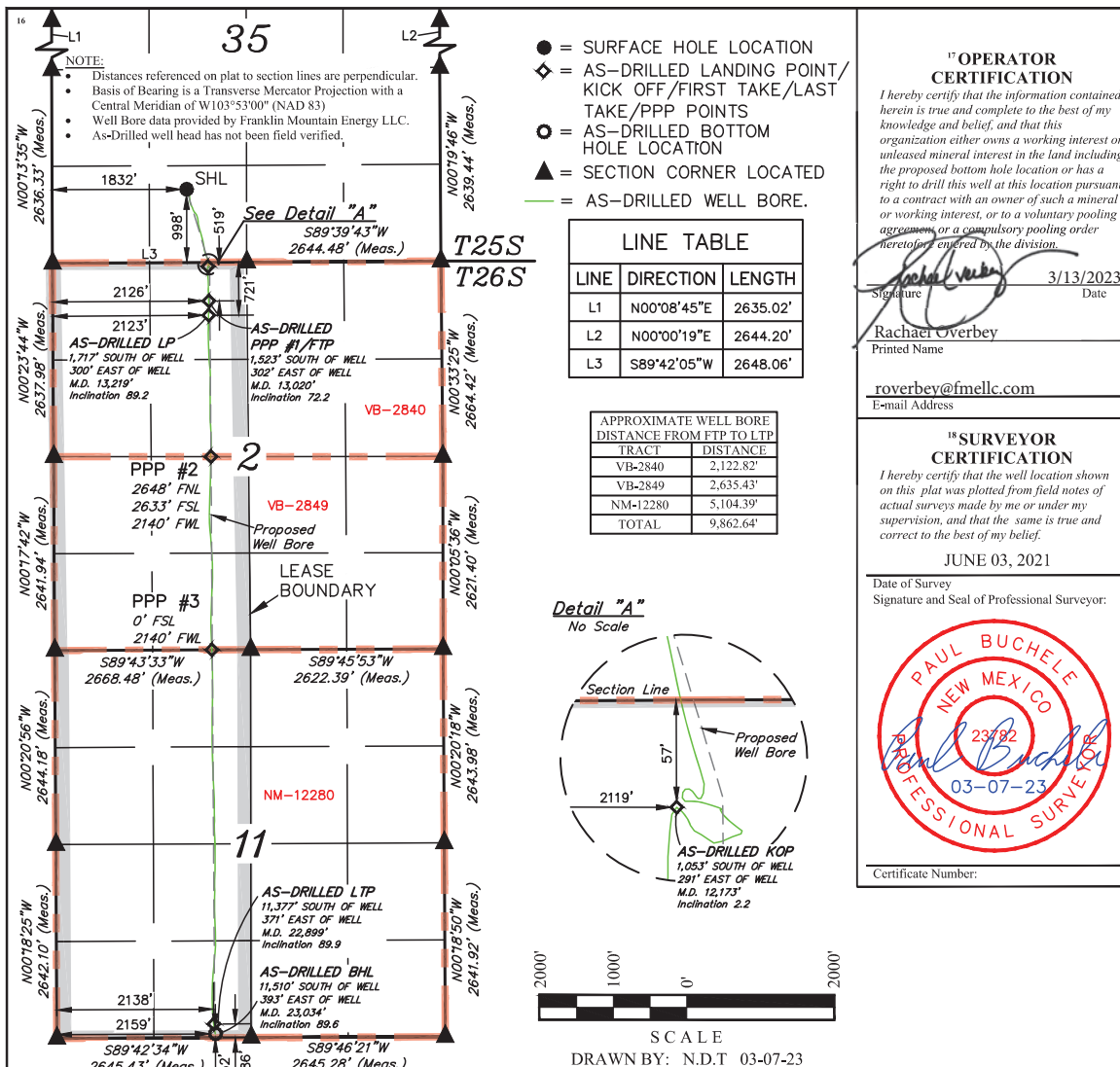
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	35	25S	35E		998	SOUTH	1832	WEST	LEA

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
N	11	26S	35E		52	SOUTH	2159	WEST	LEA
¹² Dedicated Acres 640	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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

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: *Rachael Overbey* 3/13/2023
Date

Rachael Overbey
Printed Name

roverbey@fmccl.com
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

JUNE 03, 2021

Date of Survey
Signature and Seal of Professional Surveyor:



Certificate Number:

NAD 83 (SURFACE HOLE LOCATION) LATITUDE = 32°04'56.31" (32.082309°) LONGITUDE = 103°20'27.43" (103.340953°)	NAD 83 (AS-DRILLED KOP) LATITUDE = 32°04'45.88" (32.079412°) LONGITUDE = 103°20'24.11" (103.340029°)	NAD 83 (AS-DRILLED PPP #1/FTP) LATITUDE = 32°04'41.23" (32.078121°) LONGITUDE = 103°20'24.01" (103.340004°)	NAD 83 (AS-DRILLED LTP) LATITUDE = 32°04'39.31" (32.077585°) LONGITUDE = 103°20'24.04" (103.340011°)
NAD 27 (SURFACE HOLE LOCATION) LATITUDE = 32°04'55.86" (32.082182°) LONGITUDE = 103°20'25.77" (103.340492°)	NAD 27 (AS-DRILLED KOP) LATITUDE = 32°04'45.43" (32.079285°) LONGITUDE = 103°20'22.45" (103.339568°)	NAD 27 (AS-DRILLED PPP #1/FTP) LATITUDE = 32°04'40.78" (32.077994°) LONGITUDE = 103°20'22.35" (103.339543°)	NAD 27 (AS-DRILLED LTP) LATITUDE = 32°04'38.85" (32.077458°) LONGITUDE = 103°20'22.38" (103.339550°)
STATE PLANE NAD 83 (N.M. EAST) N: 395094.97' E: 848695.13' STATE PLANE NAD 27 (N.M. EAST) N: 395037.05' E: 807507.56'	STATE PLANE NAD 83 (N.M. EAST) N: 394043.59' E: 848990.94' STATE PLANE NAD 27 (N.M. EAST) N: 393985.70' E: 807803.32'	STATE PLANE NAD 83 (N.M. EAST) N: 393573.95' E: 849003.11' STATE PLANE NAD 27 (N.M. EAST) N: 393516.08' E: 807815.47'	STATE PLANE NAD 83 (N.M. EAST) N: 393379.19' E: 849002.64' STATE PLANE NAD 27 (N.M. EAST) N: 393321.32' E: 807814.99'
NAD 83 (PPP #2) LATITUDE = 32°04'20.24" (32.072290°) LONGITUDE = 103°20'23.81" (103.339947°)	NAD 83 (PPP #3) LATITUDE = 32°03'54.19" (32.065054°) LONGITUDE = 103°20'23.80" (103.339945°)	NAD 83 (AS-DRILLED LTP) LATITUDE = 32°03'03.74" (32.051038°) LONGITUDE = 103°20'23.78" (103.339939°)	NAD 83 (AS-DRILLED BHL) LATITUDE = 32°03'02.42" (32.050671°) LONGITUDE = 103°20'23.54" (103.339872°)
NAD 27 (PPP #2) LATITUDE = 32°04'19.79" (32.072163°) LONGITUDE = 103°20'22.15" (103.339486°)	NAD 27 (PPP #3) LATITUDE = 32°03'53.74" (32.064927°) LONGITUDE = 103°20'22.15" (103.339485°)	NAD 27 (AS-DRILLED LTP) LATITUDE = 32°03'03.28" (32.050911°) LONGITUDE = 103°20'22.12" (103.339479°)	NAD 27 (AS-DRILLED BHL) LATITUDE = 32°03'01.96" (32.050544°) LONGITUDE = 103°20'21.88" (103.339412°)
STATE PLANE NAD 83 (N.M. EAST) N: 391452.96' E: 849040.28' STATE PLANE NAD 27 (N.M. EAST) N: 388762.79' E: 807877.28'	STATE PLANE NAD 83 (N.M. EAST) N: 388820.54' E: 849065.11' STATE PLANE NAD 27 (N.M. EAST) N: 388762.79' E: 807877.28'	STATE PLANE NAD 83 (N.M. EAST) N: 383721.42' E: 849114.00' STATE PLANE NAD 27 (N.M. EAST) N: 383663.81' E: 807925.97'	STATE PLANE NAD 83 (N.M. EAST) N: 383588.31' E: 849136.09' STATE PLANE NAD 27 (N.M. EAST) N: 383530.70' E: 807948.05'

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Santa Fe, NM 87505

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☒ AMENDED REPORT
AS-DRILLED

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49884	² Pool Code 98117	³ Pool Name WC-025 G-09 S263504N; WOLFCAMP
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 804H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3136.0'

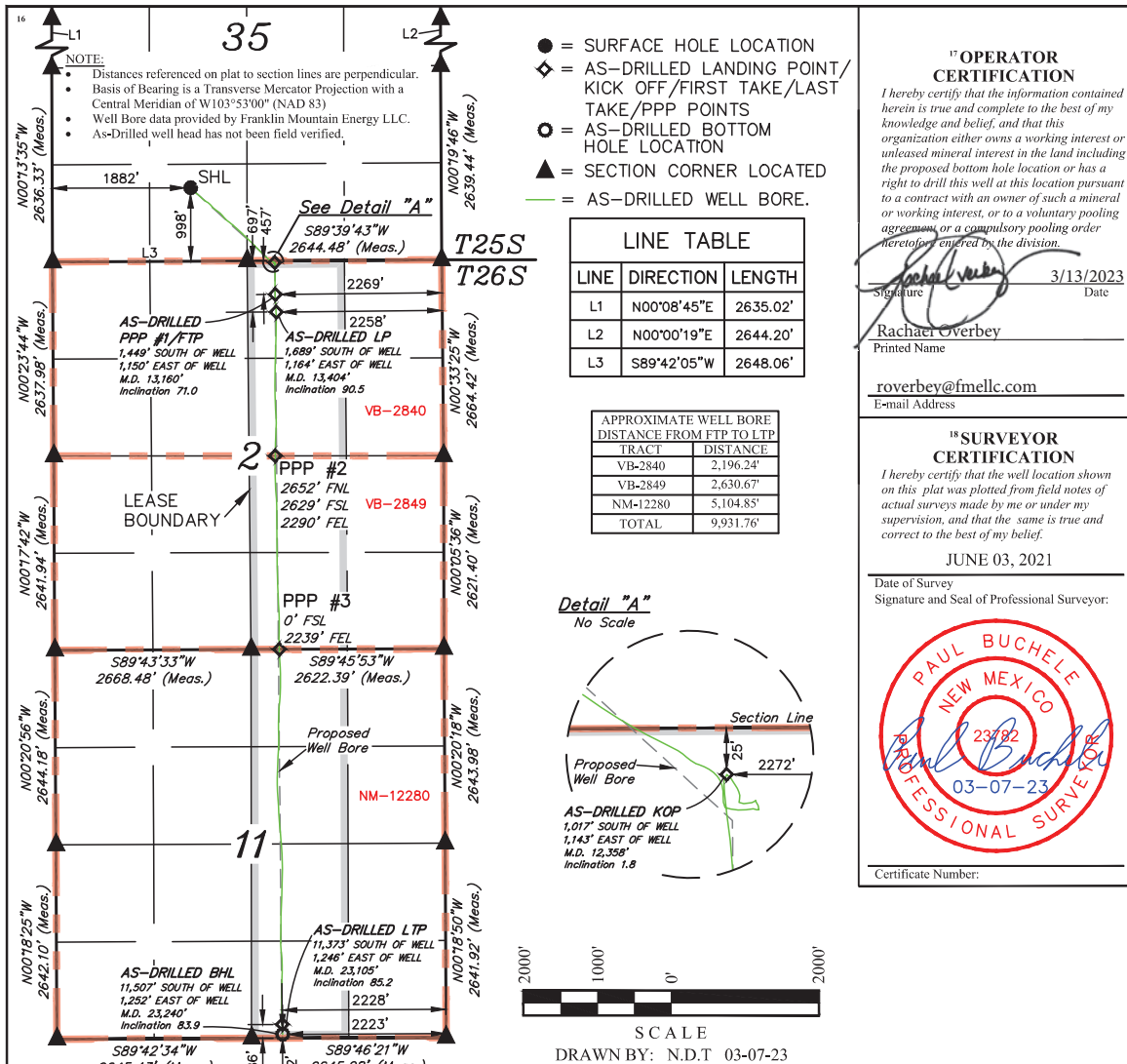
¹⁰ Surface Location

UL or lot no. N	Section 35	Township 25S	Range 35E	Lot Idn	Feet from the 998	North/South line SOUTH	Feet from the 1882	East/West line WEST	County LEA
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¹¹ Bottom Hole Location If Different From Surface

UL or lot no. O	Section 11	Township 26S	Range 35E	Lot Idn	Feet from the 52	North/South line SOUTH	Feet from the 2223	East/West line EAST	County LEA
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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

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: *Rachael Overbey* 3/13/2023 Date

Rachael Overbey
Printed Name

roverbey@fmlc.com
E-mail Address

¹⁸ SURVEYOR CERTIFICATION

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

JUNE 03, 2021

Date of Survey
Signature and Seal of Professional Surveyor:



Certificate Number:

NAD 83 (SURFACE HOLE LOCATION) LATITUDE = 32°04'56.31" (32.082309°) LONGITUDE = 103°20'26.85" (103.340792°)	NAD 83 (AS-DRILLED KOP) LATITUDE = 32°04'46.20" (32.079499°) LONGITUDE = 103°20'13.63" (103.337120°)	NAD 83 (AS-DRILLED PPP #1/FTP) LATITUDE = 32°04'41.92" (32.078311°) LONGITUDE = 103°20'13.57" (103.337102°)	NAD 83 (AS-DRILLED LTP) LATITUDE = 32°04'39.55" (32.077652°) LONGITUDE = 103°20'13.43" (103.337063°)
NAD 27 (SURFACE HOLE LOCATION) LATITUDE = 32°04'55.86" (32.082182°) LONGITUDE = 103°20'25.19" (103.340330°)	NAD 27 (AS-DRILLED KOP) LATITUDE = 32°04'45.74" (32.079372°) LONGITUDE = 103°20'11.97" (103.336659°)	NAD 27 (AS-DRILLED PPP #1/FTP) LATITUDE = 32°04'41.46" (32.078184°) LONGITUDE = 103°20'11.91" (103.336641°)	NAD 27 (AS-DRILLED LTP) LATITUDE = 32°04'39.09" (32.077525°) LONGITUDE = 103°20'11.77" (103.336602°)
STATE PLANE NAD 83 (N.M. EAST) N: 395095.44' E: 848745.12' STATE PLANE NAD 27 (N.M. EAST) N: 395037.52' E: 807557.55'	STATE PLANE NAD 83 (N.M. EAST) N: 394083.51' E: 849891.91' STATE PLANE NAD 27 (N.M. EAST) N: 394025.61' E: 808704.28'	STATE PLANE NAD 83 (N.M. EAST) N: 393651.61' E: 849901.45' STATE PLANE NAD 27 (N.M. EAST) N: 393593.73' E: 808713.80'	STATE PLANE NAD 83 (N.M. EAST) N: 393411.70' E: 849915.66' STATE PLANE NAD 27 (N.M. EAST) N: 393353.82' E: 808728.00'
NAD 83 (PPP #2) LATITUDE = 32°04'20.21" (32.072279°) LONGITUDE = 103°20'13.70" (103.337138°)	NAD 83 (PPP #3) LATITUDE = 32°03'54.19" (32.065053°) LONGITUDE = 103°20'13.20" (103.337001°)	NAD 83 (AS-DRILLED LTP) LATITUDE = 32°03'03.73" (32.051037°) LONGITUDE = 103°20'13.04" (103.336956°)	NAD 83 (AS-DRILLED BHL) LATITUDE = 32°03'02.41" (32.050668°) LONGITUDE = 103°20'12.98" (103.336940°)
NAD 27 (PPP #2) LATITUDE = 32°04'19.75" (32.072152°) LONGITUDE = 103°20'12.04" (103.336677°)	NAD 27 (PPP #3) LATITUDE = 32°03'53.73" (32.064926°) LONGITUDE = 103°20'11.55" (103.336541°)	NAD 27 (AS-DRILLED LTP) LATITUDE = 32°03'03.28" (32.050910°) LONGITUDE = 103°20'11.39" (103.336496°)	NAD 27 (AS-DRILLED BHL) LATITUDE = 32°03'01.95" (32.050541°) LONGITUDE = 103°20'11.33" (103.336480°)
STATE PLANE NAD 83 (N.M. EAST) N: 391457.08' E: 849910.44' STATE PLANE NAD 27 (N.M. EAST) N: 388770.69' E: 808789.38'	STATE PLANE NAD 83 (N.M. EAST) N: 388828.45' E: 849977.22' STATE PLANE NAD 27 (N.M. EAST) N: 388770.69' E: 808789.38'	STATE PLANE NAD 83 (N.M. EAST) N: 383729.81' E: 850038.36' STATE PLANE NAD 27 (N.M. EAST) N: 383672.20' E: 808850.32'	STATE PLANE NAD 83 (N.M. EAST) N: 383595.59' E: 850044.45' STATE PLANE NAD 27 (N.M. EAST) N: 383537.98' E: 808856.40'

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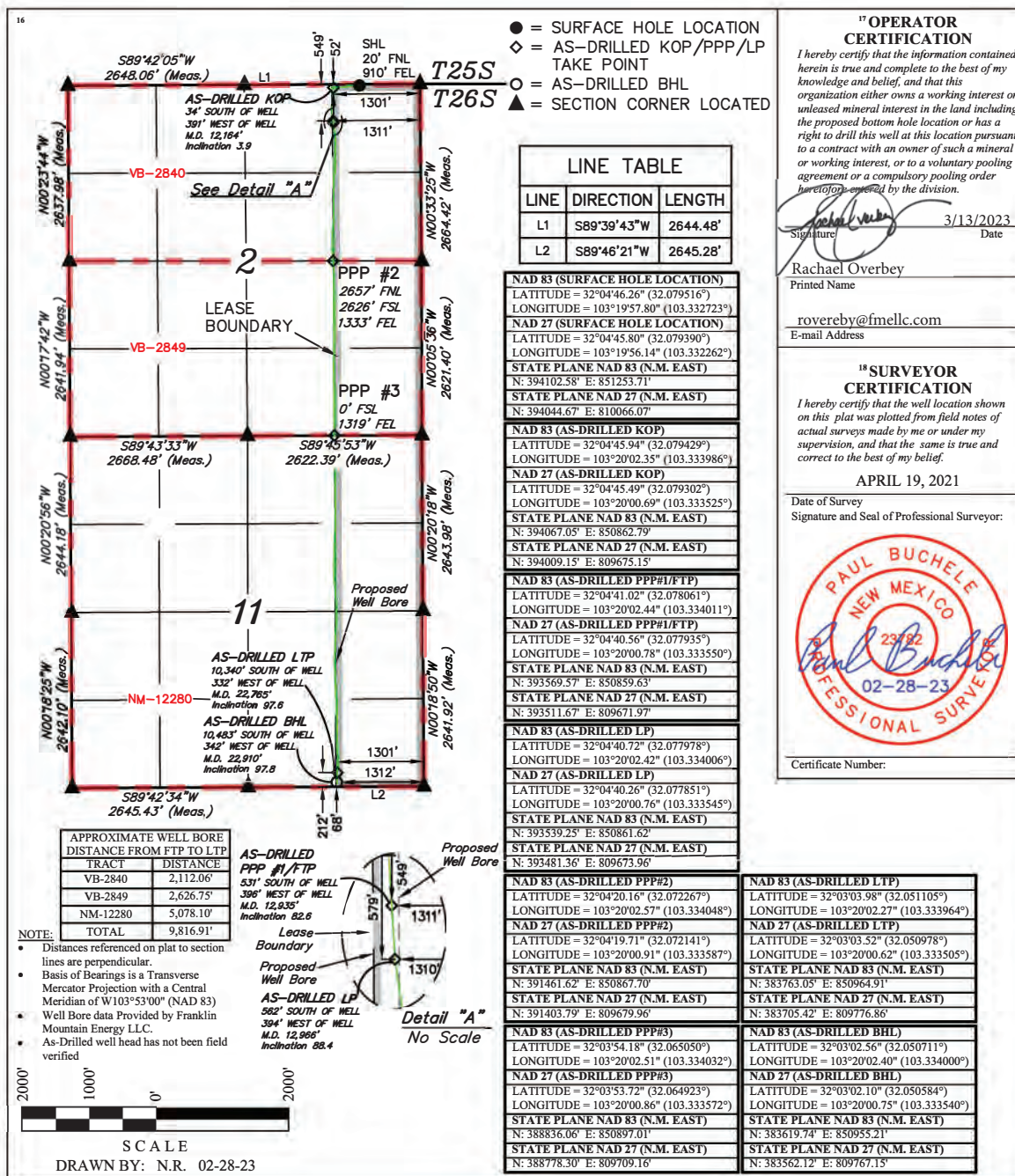
WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49885	² Pool Code 98117	³ Pool Name WC-025 G-09 S263504N: WOLF CAMP
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 805H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3093.0'

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	2	26S	35E		20	NORTH	910	EAST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	11	26S	35E		68	SOUTH	1312	EAST	LEA
¹² Dedicated Acres 640	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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WELL LOCATION AND ACREAGE DEDICATION PLAT

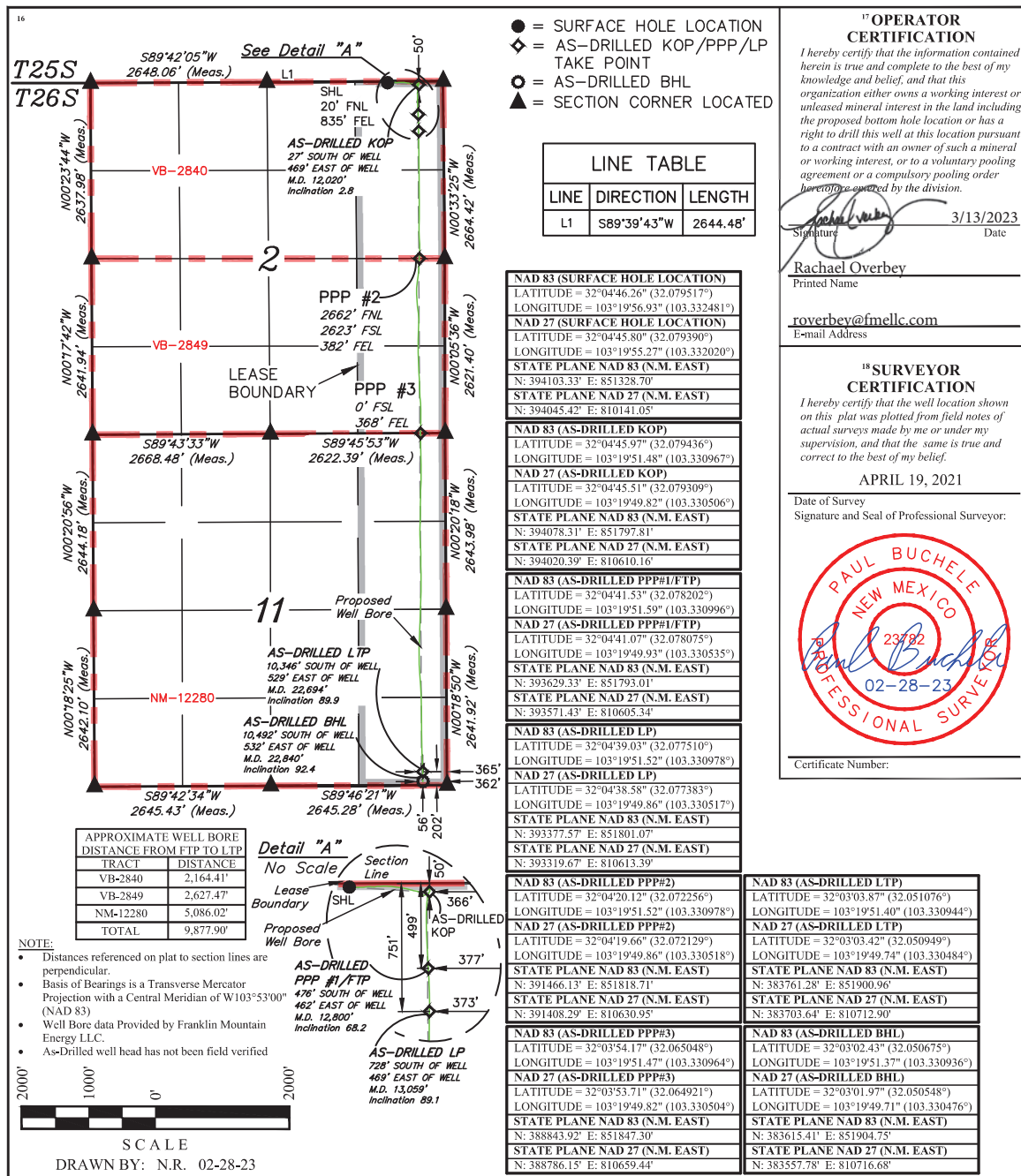
¹ API Number 30-025-49886	² Pool Code 98117	³ Pool Name WC-025 G-09 S263504N; WOLFCAMP
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 806H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3090.2'

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	2	26S	35E		20	NORTH	835	EAST	LEA

¹⁰ 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	11	26S	35E		56	SOUTH	362	EAST	LEA
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



[illegible]

WELL LOCATION AND ACREAGE DEDICATION PLAT									
1 API Number		30-025-49866		2 Pool Code		3 Pool Name WC-025 G-08 S2535340; BONE SPRING			
4 Property Code 326125		5 Property Name TATANKA FED COM		6 Well Number 102H		9 Location 31217			
7 CGRID No. 373910		8 Operator Name FRANKLIN MOUNTAIN ENERGY LLC		10 Surface Location					
UL or lot no. C		Section 2	Township 26S	Range 35E	Lot Idn	Feet from the North/South line	Feet from the East/West line	County LEA	UL or lot no. N
12 Dedicated Acres 320		11	Township 26S	Range 35E	Lot Idn	Feet from the North/South line	Feet from the East/West line	County LEA	13 Joint or Infill
14 Consolidation Code		15 Order No.	16 Bottom Hole Location If Different From Surface						
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.									

1625 N. French Dr., Hobbs, NM 88240
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District IV
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State of New Mexico
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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49869	² Pool Code 97088	³ Pool Name WC-025 G-08 S2535340; BONE SPRING
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 501H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3121.3'

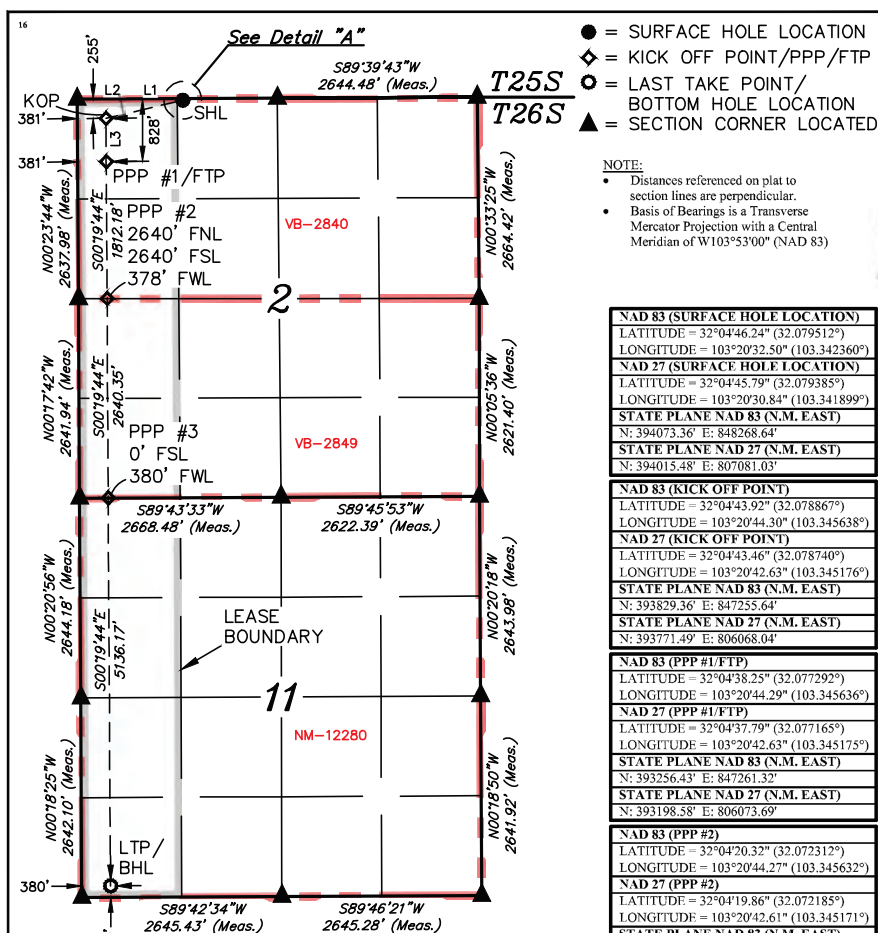
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	2	26S	35E		20	NORTH	1397	WEST	LEA

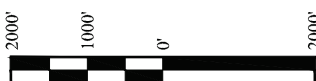
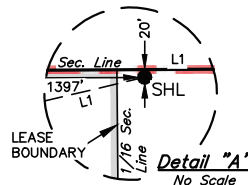
¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	11	26S	35E		150	SOUTH	380	WEST	LEA
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S89°42'05"W	2648.06'
L2	S76°41'46"W	1042.12'
L3	S00°19'44"E	573.04'



DRAWN BY: Z.L. 04-30-21
REV: 1 D.P. 06-29-21
(ADD KOP, PPP POINTS & LEASE INFO.)

- = SURFACE HOLE LOCATION
- ◆ = KICK OFF POINT/PPP/FTP
- = LAST TAKE POINT/BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED

NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

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: *Shelly Albrecht* Date: 7/8/2021

Printed Name
Shelly Albrecht

Printed Name
salbrecht@fmellc.com
E-mail Address

NAD 83 (SURFACE HOLE LOCATION)

LATITUDE = 32°04'46.24" (32.079512°)

LONGITUDE = 103°20'32.50" (103.342360°)

NAD 27 (SURFACE HOLE LOCATION)

LATITUDE = 32°04'45.79" (32.079385°)

LONGITUDE = 103°20'30.84" (103.341899°)

STATE PLANE NAD 83 (N.M. EAST)

N: 394073.36' E: 848268.64'

STATE PLANE NAD 27 (N.M. EAST)

N: 394015.48' E: 807081.03'

NAD 83 (KICK OFF POINT)

LATITUDE = 32°04'43.92" (32.078867°)

LONGITUDE = 103°20'44.30" (103.345638°)

NAD 27 (KICK OFF POINT)

LATITUDE = 32°04'43.46" (32.078740°)

LONGITUDE = 103°20'42.63" (103.345176°)

STATE PLANE NAD 83 (N.M. EAST)

N: 393829.36' E: 847255.64'

STATE PLANE NAD 27 (N.M. EAST)

N: 393771.49' E: 806068.04'

NAD 83 (PPP #1/FTP)

LATITUDE = 32°04'38.25" (32.077292°)

LONGITUDE = 103°20'44.29" (103.345636°)

NAD 27 (PPP #1/FTP)

LATITUDE = 32°04'37.79" (32.077165°)

LONGITUDE = 103°20'42.63" (103.345175°)

STATE PLANE NAD 83 (N.M. EAST)

N: 393256.43' E: 847261.32'

STATE PLANE NAD 27 (N.M. EAST)

N: 393198.58' E: 806073.69'

NAD 83 (PPP #2)

LATITUDE = 32°04'20.32" (32.072312°)

LONGITUDE = 103°20'44.27" (103.345632°)

NAD 27 (PPP #2)

LATITUDE = 32°04'19.86" (32.072185°)

LONGITUDE = 103°20'42.61" (103.345171°)

STATE PLANE NAD 83 (N.M. EAST)

N: 391444.61' E: 847279.28'

STATE PLANE NAD 27 (N.M. EAST)

N: 391386.81' E: 806091.57'

NAD 83 (PPP #3)

LATITUDE = 32°03'54.20" (32.065055°)

LONGITUDE = 103°20'44.23" (103.345625°)

NAD 27 (PPP #3)

LATITUDE = 32°03'53.74" (32.064928°)

LONGITUDE = 103°20'42.59" (103.345165°)

STATE PLANE NAD 83 (N.M. EAST)

N: 388804.78' E: 847305.44'

STATE PLANE NAD 27 (N.M. EAST)

N: 388747.05' E: 806117.63'

NAD 83 (LTP/BHL)

LATITUDE = 32°03'03.38" (32.050939°)

LONGITUDE = 103°20'44.21" (103.345613°)

NAD 27 (LTP/BHL)

LATITUDE = 32°03'02.93" (32.050813°)

LONGITUDE = 103°20'42.55" (103.345153°)

STATE PLANE NAD 83 (N.M. EAST)

N: 383669.62' E: 847356.32'

STATE PLANE NAD 27 (N.M. EAST)

N: 383612.03' E: 806168.30'

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.

APRIL 19, 2021

Date of Survey
Signature and Seal of Professional Surveyor:



Certificate Number:

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-49870	² Pool Code 97088	³ Pool Name WC-025 G-08 S253534O;BONE SPRING
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 502H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3120.8'

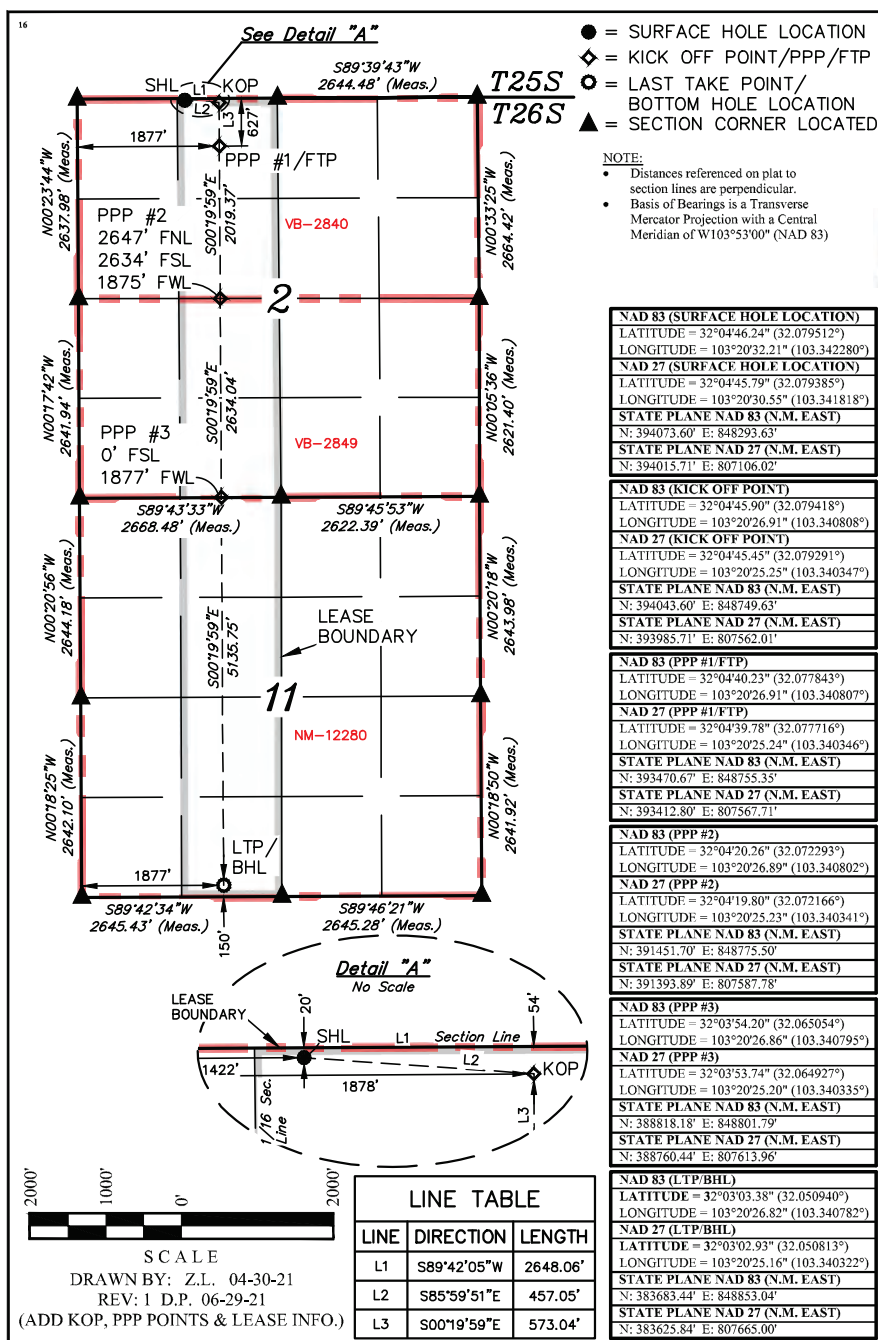
¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	2	26S	35E		20	NORTH	1422	WEST	LEA

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
N	11	26S	35E		150	SOUTH	1877	WEST	LEA
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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

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: *Shelly Albrecht* Date: **7/8/2021**

Printed Name: **Shelly Albrecht**

E-mail Address: **salbrecht@fmellc.com**

NAD 83 (SURFACE HOLE LOCATION)

LATITUDE = 32°04'46.24" (32.079512°)

LONGITUDE = 103°20'32.21" (103.342280°)

NAD 27 (SURFACE HOLE LOCATION)

LATITUDE = 32°04'45.79" (32.079385°)

LONGITUDE = 103°20'30.55" (103.341818°)

STATE PLANE NAD 83 (N.M. EAST)

N: 394073.60' E: 848293.63'

STATE PLANE NAD 27 (N.M. EAST)

N: 394015.71' E: 807106.02'

NAD 83 (KICK OFF POINT)

LATITUDE = 32°04'45.90" (32.079418°)

LONGITUDE = 103°20'26.91" (103.340808°)

NAD 27 (KICK OFF POINT)

LATITUDE = 32°04'45.45" (32.079291°)

LONGITUDE = 103°20'25.25" (103.340347°)

STATE PLANE NAD 83 (N.M. EAST)

N: 394043.60' E: 848749.63'

STATE PLANE NAD 27 (N.M. EAST)

N: 393985.71' E: 807562.01'

NAD 83 (PPP #1/FTP)

LATITUDE = 32°04'40.23" (32.077843°)

LONGITUDE = 103°20'26.91" (103.340807°)

NAD 27 (PPP #1/FTP)

LATITUDE = 32°04'39.78" (32.077716°)

LONGITUDE = 103°20'25.24" (103.340346°)

STATE PLANE NAD 83 (N.M. EAST)

N: 393470.67' E: 848755.35'

STATE PLANE NAD 27 (N.M. EAST)

N: 393412.80' E: 807567.71'

NAD 83 (PPP #2)

LATITUDE = 32°04'20.26" (32.072293°)

LONGITUDE = 103°20'26.89" (103.340802°)

NAD 27 (PPP #2)

LATITUDE = 32°04'19.80" (32.072166°)

LONGITUDE = 103°20'25.23" (103.340341°)

STATE PLANE NAD 83 (N.M. EAST)

N: 391451.70' E: 848775.50'

STATE PLANE NAD 27 (N.M. EAST)

N: 391393.89' E: 807587.78'

NAD 83 (PPP #3)

LATITUDE = 32°03'54.20" (32.065054°)

LONGITUDE = 103°20'26.86" (103.340795°)

NAD 27 (PPP #3)

LATITUDE = 32°03'53.74" (32.064927°)

LONGITUDE = 103°20'25.20" (103.340335°)

STATE PLANE NAD 83 (N.M. EAST)

N: 388818.18' E: 848801.79'

STATE PLANE NAD 27 (N.M. EAST)

N: 388760.44' E: 807613.96'

NAD 83 (LTP/BHL)

LATITUDE = 32°03'03.38" (32.050940°)

LONGITUDE = 103°20'26.82" (103.340782°)

NAD 27 (LTP/BHL)

LATITUDE = 32°03'02.93" (32.050813°)

LONGITUDE = 103°20'25.16" (103.340322°)

STATE PLANE NAD 83 (N.M. EAST)

N: 383683.44' E: 848853.04'

STATE PLANE NAD 27 (N.M. EAST)

N: 383625.84' E: 807665.00'

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.

APRIL 19, 2021

Date of Survey
Signature and Seal of Professional Surveyor:



Certificate Number:

Received by OCD: 3/8/2022 2:42:01 PM

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

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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

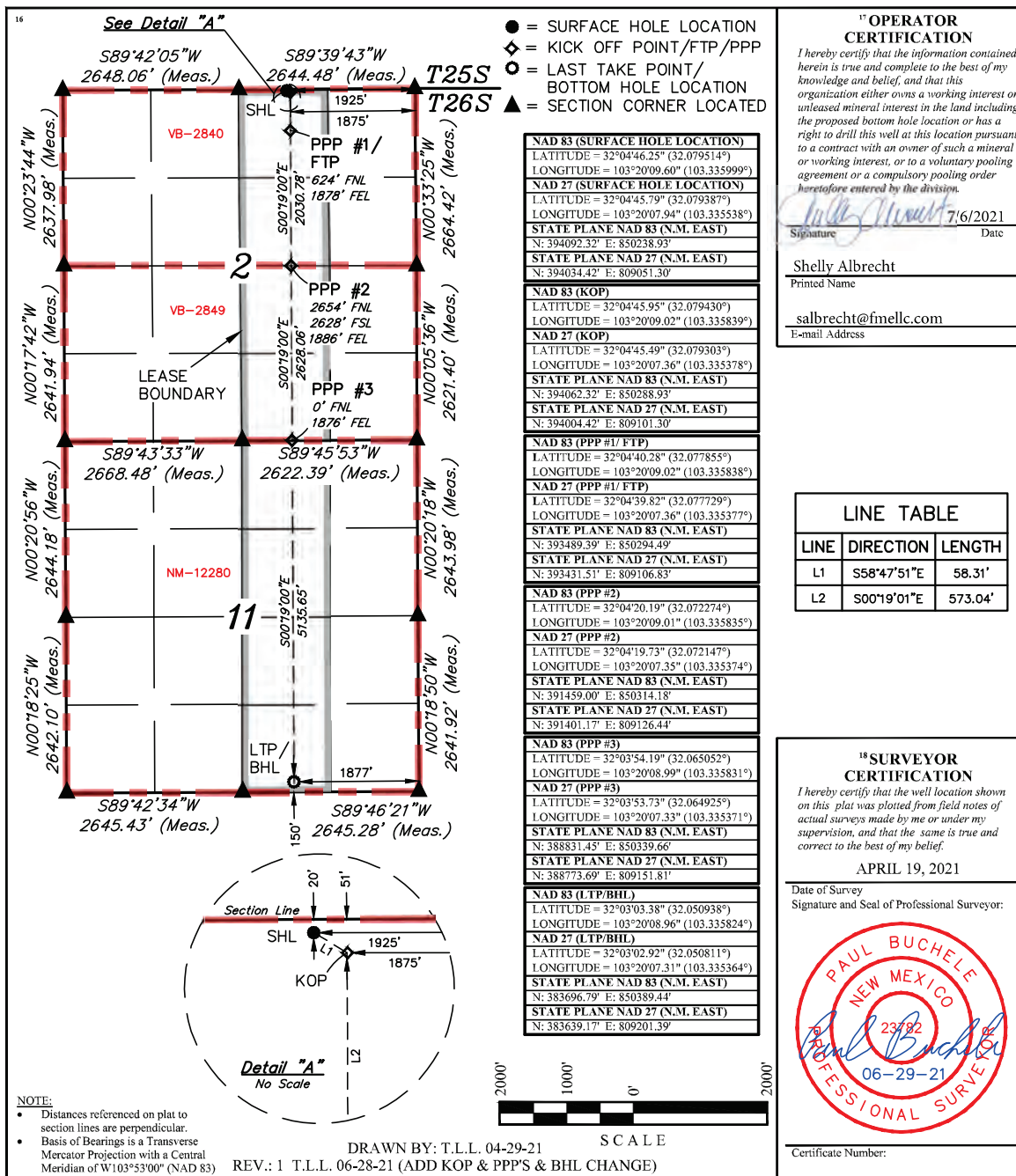
¹ API Number 30-025-49871	² Pool Code 97088	³ Pool Name WC-025 G-08 S2535340;BONE SPRING
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 503H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3118.4'

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	2	26S	35E		20	NORTH	1925	EAST	LEA

¹⁰ 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
O	11	26S	35E		150	SOUTH	1877	EAST	LEA
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



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WELL LOCATION AND ACREAGE DEDICATION PLAT

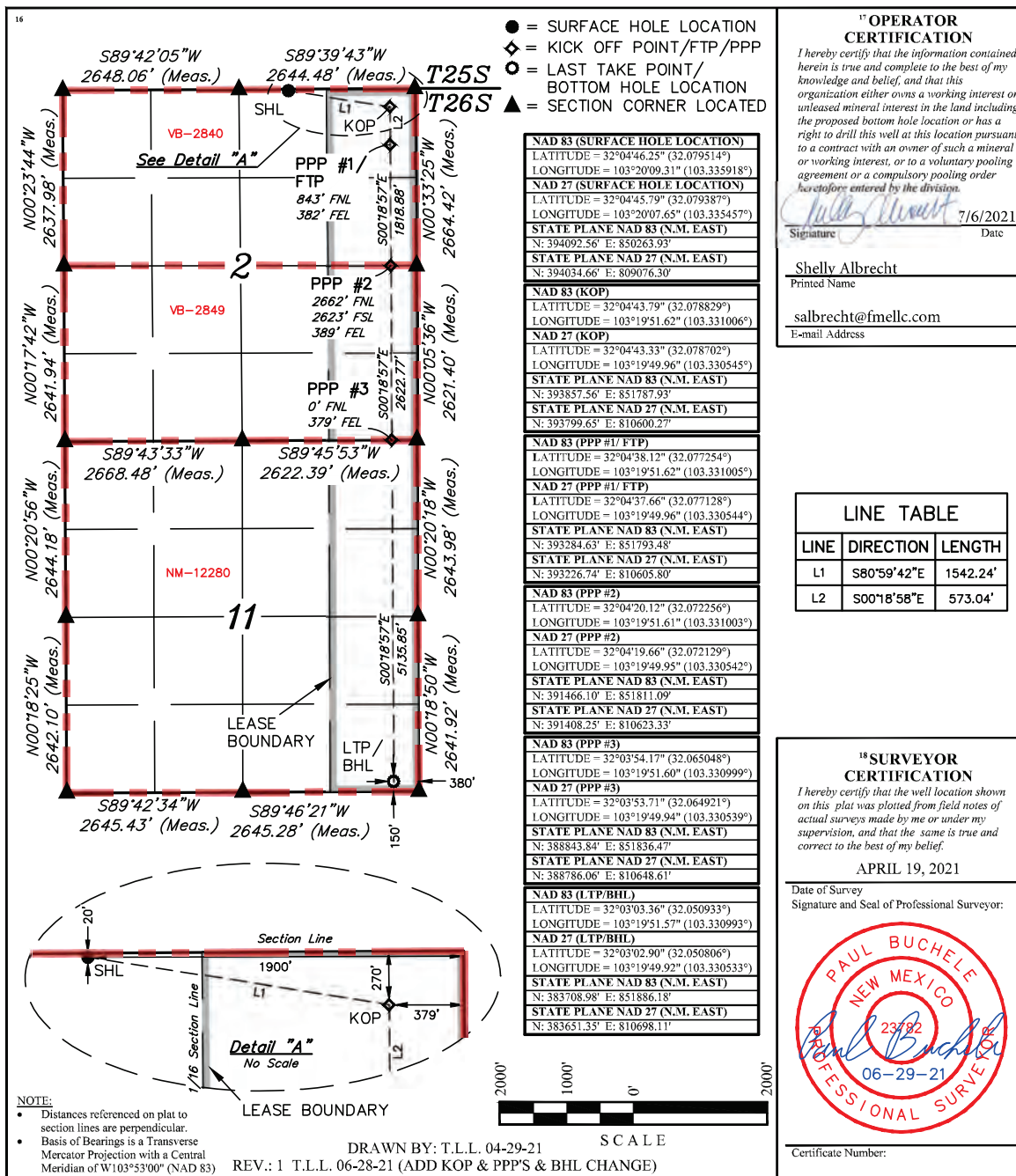
¹ API Number 30-025-49872	² Pool Code 97088	³ Pool Name WC-025 G-08 S253534O;BONE SPRING
⁴ Property Code 326125	⁵ Property Name TATANKA FED COM	⁶ Well Number 504H
⁷ OGRID No. 373910	⁸ Operator Name FRANKLIN MOUNTAIN ENERGY LLC	⁹ Elevation 3118.0'

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	2	26S	35E		20	NORTH	1900	EAST	LEA

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	11	26S	35E		150	SOUTH	380	EAST	LEA
¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.						

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



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

WELL LOCATION AND ACREAGE DEDICATION PLAT

30-025-49873	1 API Number	97088	2 Pool Code	WC-025-G-08 S253534Q; BONE SPRING 3 Pool Name	4 Property Code	5 Property Name	6 Well Number	7 CGRID No.	8 Operator Name	9 Elevation
373910						TATANKA FED COM	601H		FRANKLIN MOUNTAIN ENERGY LLC	3134.5'

Surface Location

UL or lot no.	D	Section	2	Township	26S	Range	35E	Lot	10	Feet from the North/South line	545	Feet from the East/West line	County LEA
---------------	---	---------	---	----------	-----	-------	-----	-----	----	--------------------------------	-----	------------------------------	------------

¹¹Bottom Hole Location If Different From Surface

12 Dedicated Acres		13 Joint or Infill		14 Consolidation Code		15 Order No.	
U/I, or lot no.	M	Section	Township	Range	Lot Idn	Feet from the	Feet from the
		11	26S	35E		150	
						NORTH	
						SOUTH	
						Feet from the	380
						East/West line	
						County	LEA

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

1st OPERATOR
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 for such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.

Signature _____ Date _____

Printed Name _____ Shelly Albrecht

E-mail Address _____ salbrecht@fmc.com

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S00°20'06"E	573.04'
L2	S00°20'05"E	1896.20'
L3	S00°20'05"E	2640.35'

10 SURVEYOR
CERTIFICATION
I hereby certify that the well location shown on this plot 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.
APRIL 19, 2021

Date of Survey _____
Signature and Seal of Professional Surveyor: _____



Certificate Number:

NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Meridian Projection with a Central Meridian of W103°53'00" (NAD 83)

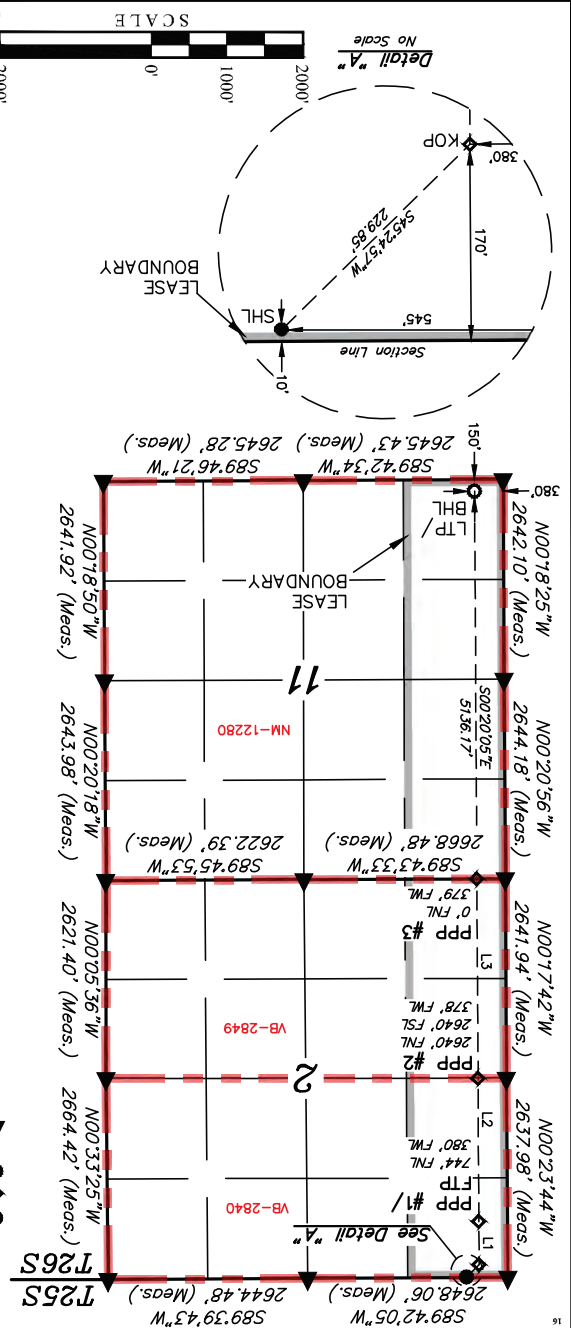
= SURFACE HOLE LOCATION
= KICK OFF POINT/FTP/PPP
= LAST TAKE POINT/
= BOTTOM HOLE LOCATION
= SECTION CORNER LOCATED

NOTE:

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

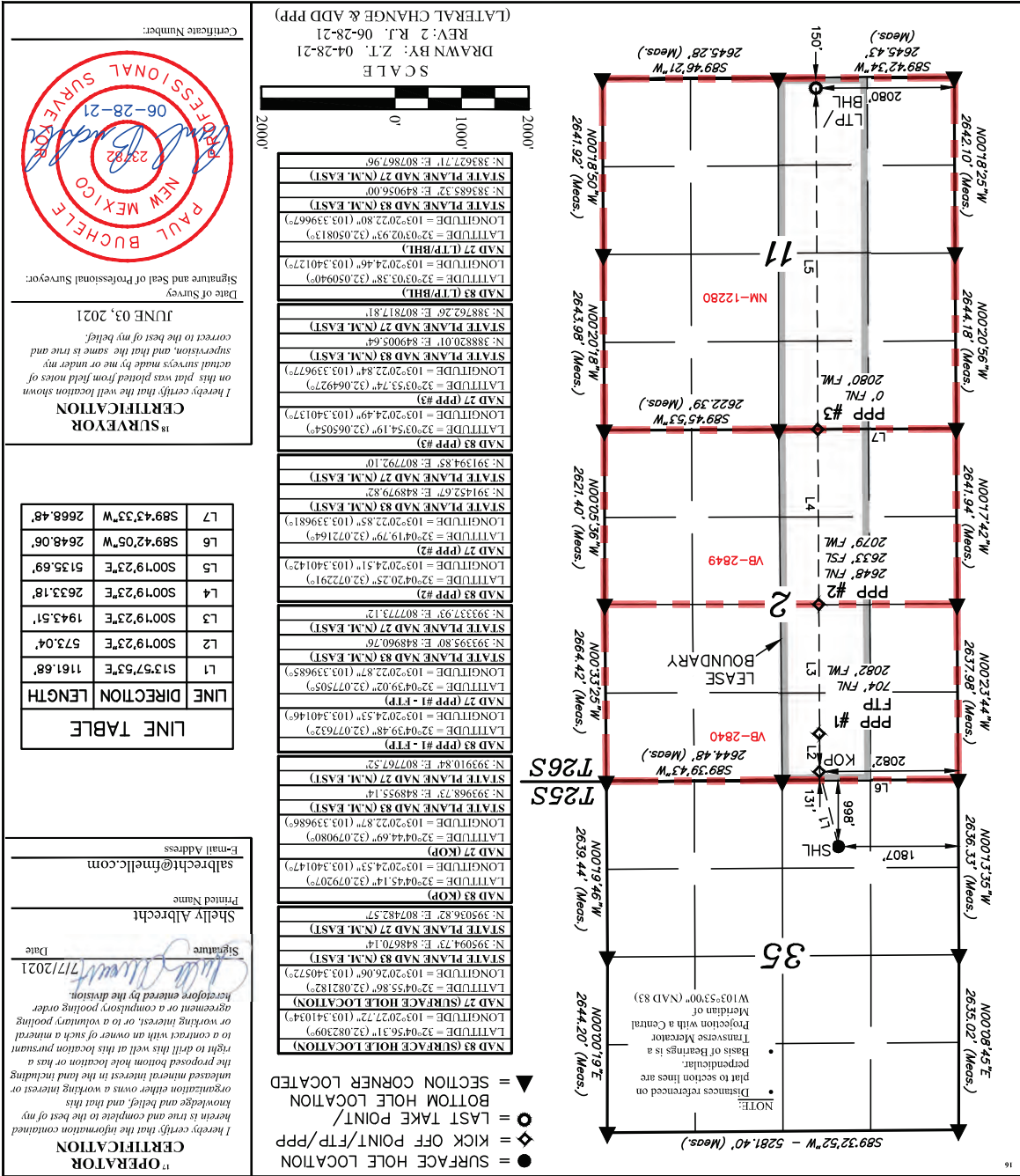
NAD 83 (SRFAC) HOI E (LOCATION)	LATITUDE = 32°04'44.75" (32.079098°)	LONGITUDE = 103°20'44.31" (103.345641°)
NAD 27 (KOP)	LATITUDE = 32°04'44.30" (32.078971°)	LONGITUDE = 103°20'47.65" (103.345180°)
STATE PLANE NAD 83 (N.M. EAST)	N: 99313.36 E: 84723.74	N: 99358.45 E: 80606.64
NAD 83 (FPP) (FAC)	LATITUDE = 32°04'39.08" (32.077523°)	LONGITUDE = 103°20'49.30" (103.345640°)
NAD 27 (FPP) (FAC)	LATITUDE = 32°04'38.63" (32.077396°)	LONGITUDE = 103°20'43.64" (103.345178°)
STATE PLANE NAD 83 (N.M. EAST)	N: 99330.43 E: 84729.48	N: 99340.37 E: 84729.48
STATE PLANE NAD 27 (N.M. EAST)	N: 99344.60 E: 84728.47	N: 99386.80 E: 80609.76
NAD 83 (FPP) (FAC)	LATITUDE = 32°04'34.26" (32.065055°)	LONGITUDE = 103°20'44.26" (103.345627°)
NAD 27 (FPP) (FAC)	LATITUDE = 32°04'33.74" (32.064928°)	LONGITUDE = 103°20'43.60" (103.345166°)
STATE PLANE NAD 83 (N.M. EAST)	N: 88880.47 E: 84704.90	N: 88874.47 E: 80617.69
STATE PLANE NAD 27 (N.M. EAST)	N: 88874.47 E: 80617.69	N: 88874.47 E: 80617.69
NAD 27 (FAC) (FAC)	LATITUDE = 32°04'30.38" (32.050939°)	LONGITUDE = 103°20'44.21" (103.345613°)
NAD 27 (FAC) (FAC)	LATITUDE = 32°04'29.92" (32.050813°)	LONGITUDE = 103°20'43.55" (103.345153°)
STATE PLANE NAD 83 (N.M. EAST)	N: 88736.66 E: 84736.27	N: 88736.66 E: 84736.27
STATE PLANE NAD 27 (N.M. EAST)	N: 88736.66 E: 84736.27	N: 88736.66 E: 84736.27
NAD 83 (FAC) (FAC)	N: 383161.07 E: 80616.87	N: 383161.07 E: 80616.87

DRAWN BY: L.K. 04-26-21
REV: 1 S.K. 06-29-21
(ADD TAKE POINTS & LEASE INFO.)



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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.											
1 APL Number 30-025-49874		2 Pool Code 97088		3 Pool Name WC-025 G-08 S2535340- BONE SPRING		4 Property Code 326125		5 Operator Name TATANKA FED COM		6 Well Number 602H	
7 OGRID No. 373910		FRANKLIN MOUNTAIN ENERGY LLC									
8 Elevation 3135.3'											
11 Surface Location											
UL or lot no. N		Section 35	Township 25S	Range 35E	Lot Idn	Feet from the 998	North/South line SOUTH	Feet from the 1807	East/West line WEST	County LEA	
12 Bottom Hole Location If Different From Surface											
UL or lot no. N		Section 11	Township 26S	Range 35E	Lot Idn	Feet from the 150	North/South line SOUTH	Feet from the 2080	East/West line WEST	County LEA	
12 Dedicated acres 320		13 Joint or Infill		14 Consolidation Code		15 Order No.					

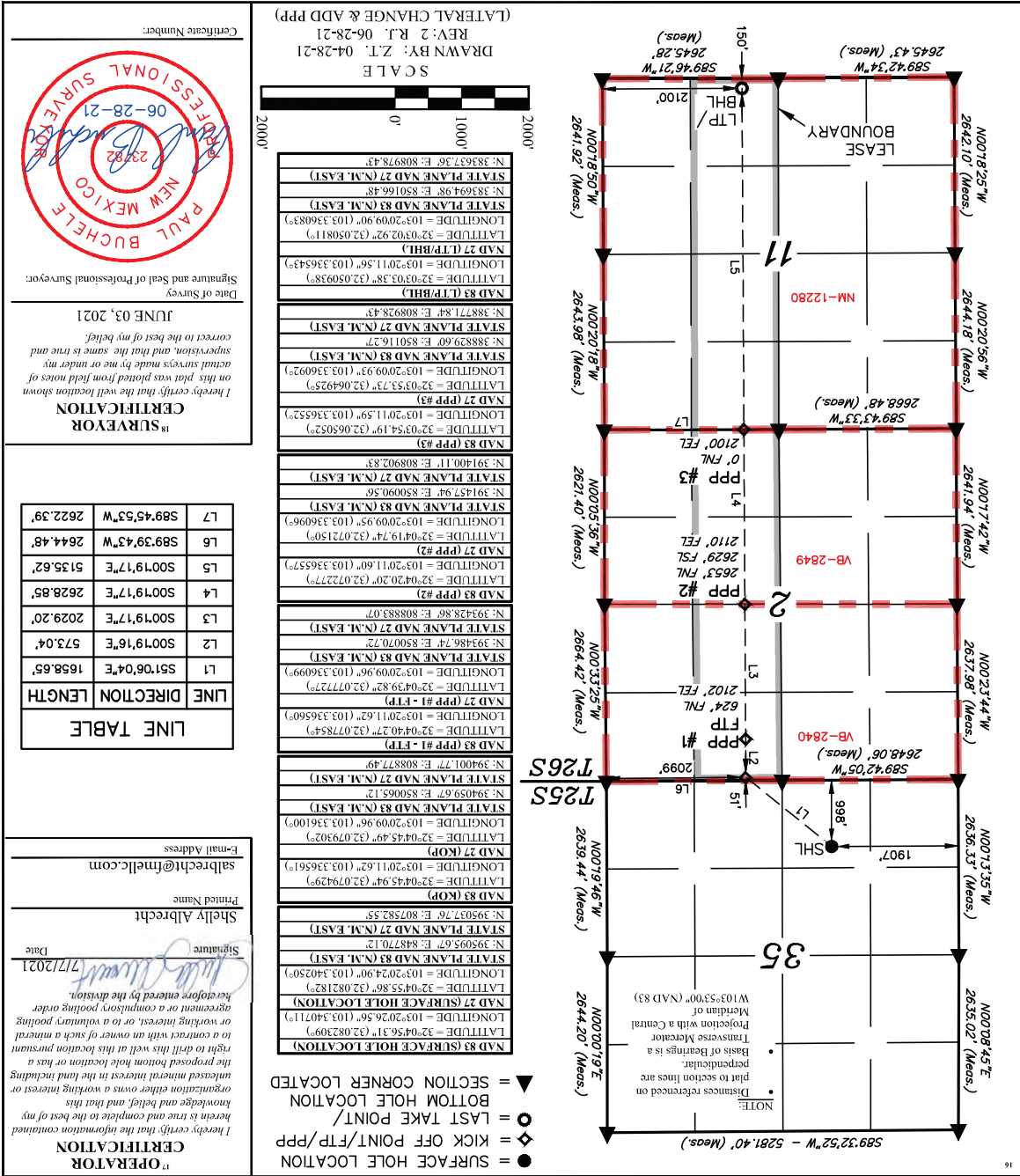
Form C-102
Revised August 1, 2011
Submit one copy to appropriate District Office
AMENDED REPORT ☐

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

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: (505) 748-1283 Fax: (505) 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

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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.																	
12 Dedicated acres 320		13 Joint or Infill		14 Consolidation Code		15 Order No.											
0	UT or lot no.	11	Section	26S	Township	35E	Range	Lot 1dn	Feet from the	150	SOUTH	North/South line	Feet from the	2100	East/West line	County	LEA
11 Bottom Hole Location If Different From Surface																	
N	UT or lot no.	35	Section	25S	Township	35E	Range	Lot 1dn	Feet from the	998	SOUTH	North/South line	Feet from the	1907	East/West line	County	LEA
11 Surface Location																	
7 OGRIID No. 373910		8 Operator Name FRANKLIN MOUNTAIN ENERGY LLC															
4 Property Code 326125		5 Property Name TATANKA FED COM															
1 APT Number 30-025-49875		2 Pool Code 97088		3 Pool Name WC-025 G-08 S2535340; BONE SPRING													
6 Well Number 603H		9 Elevation 3136.1'															

WELL LOCATION AND ACREAGE DEDICATION PLAT

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

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
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Santa Fe, NM 87505

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Phone: (505) 334-6178 Fax: (505) 334-6170
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

WELL LOCATION AND ACREAGE DEDICATION PLAT

30-025-50090	373910	326125	3092.7'
1 Well Number	4 Property Code	7 OGRD No.	9 Elevation
WC-025 G-08 S253534Q; BONE SPRING	2 Pool Code	5 Property Name	8 Operator Name
1 Pool Name	6 Well Number	TATANKA FPD COM	FRANKLIN MOUNTAIN ENERGY LLC

¹⁰Surface Location

UL or lot no.	A	Section	2	Township	26S	Range	35E	Lot Idn	20	Feet from the	North/South line	Feet from the	885	East/West line	EAST	County	LEA
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¹¹ Bottom Hole Location If Different From Surface

¹² Dedicated Acres UL or lot no. P	¹³ Joint or Infill Township 26S	¹⁴ Consolidation Code Range 35E	¹⁵ Order No. Foot from the 150	SOUTH North/South line	Foot from the 660	EAST East/West line	County LEA
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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.

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 neither owns nor has any interest or organizational involvement in the land and buildings proposed bottom hole location or has a right in this well as its location and measurement is used for economic purposes.

Witness my hand and seal of the Corporation of Good Hope at Johannesburg on this 10th day of August 2017.

Chairman

Shelly Albrecht
Printed Name

salb@recht@fmellic.com
E-mail Address

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

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---SURVEYOR
CERTIFICATION

actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.

DATE 19, 2021



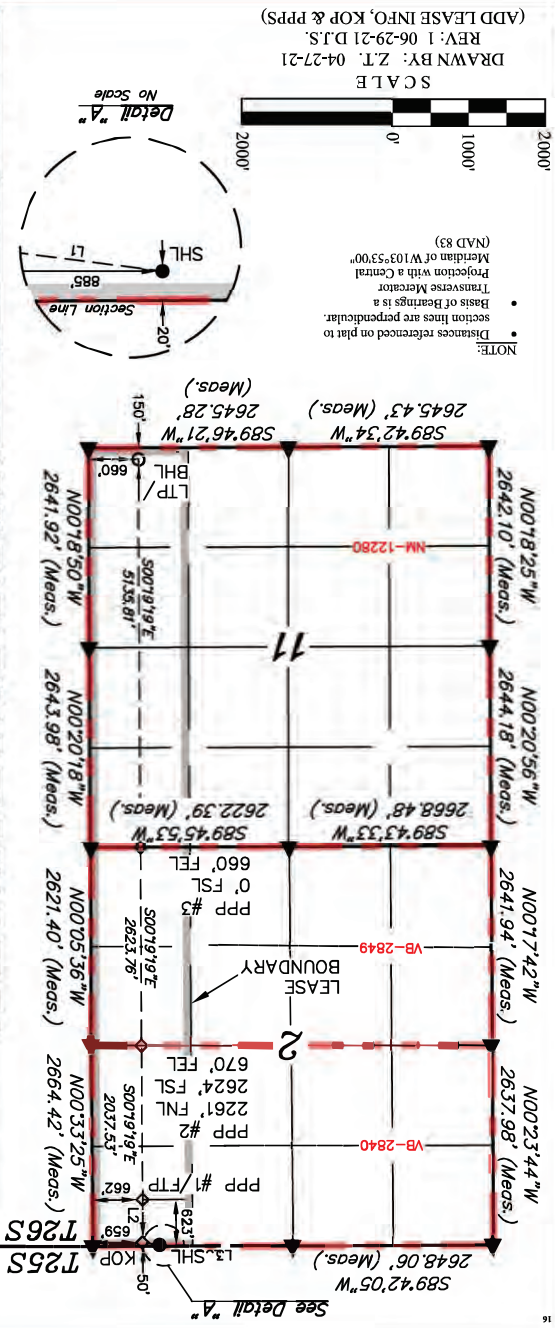
(Signature)



Certificate Number:

- = SURFACE HOLE LOCATION
- < = KICK OFF POINT/FTP/PPP
- = LAST TAKE POINT/
- ▼ = BOTTOM HOLE LOCATION
- ▲ = SECTION CORNER LOCATED

LINE TABLE			
LINE	DIRECTION	LENGTH	
L1	S82°15'4"E	227.76'	
L2	S00°19'19"E	573.04'	
L3	S89°39'43"W	2644.48'	

[illegible]

NOTE: Distances referenced on plat to section lines are perpendicular.

- Basis of Hearings is a Transverse Mercator Projection with a Central Meridian of 101°53'00" (NAD 83)

1000'

0'

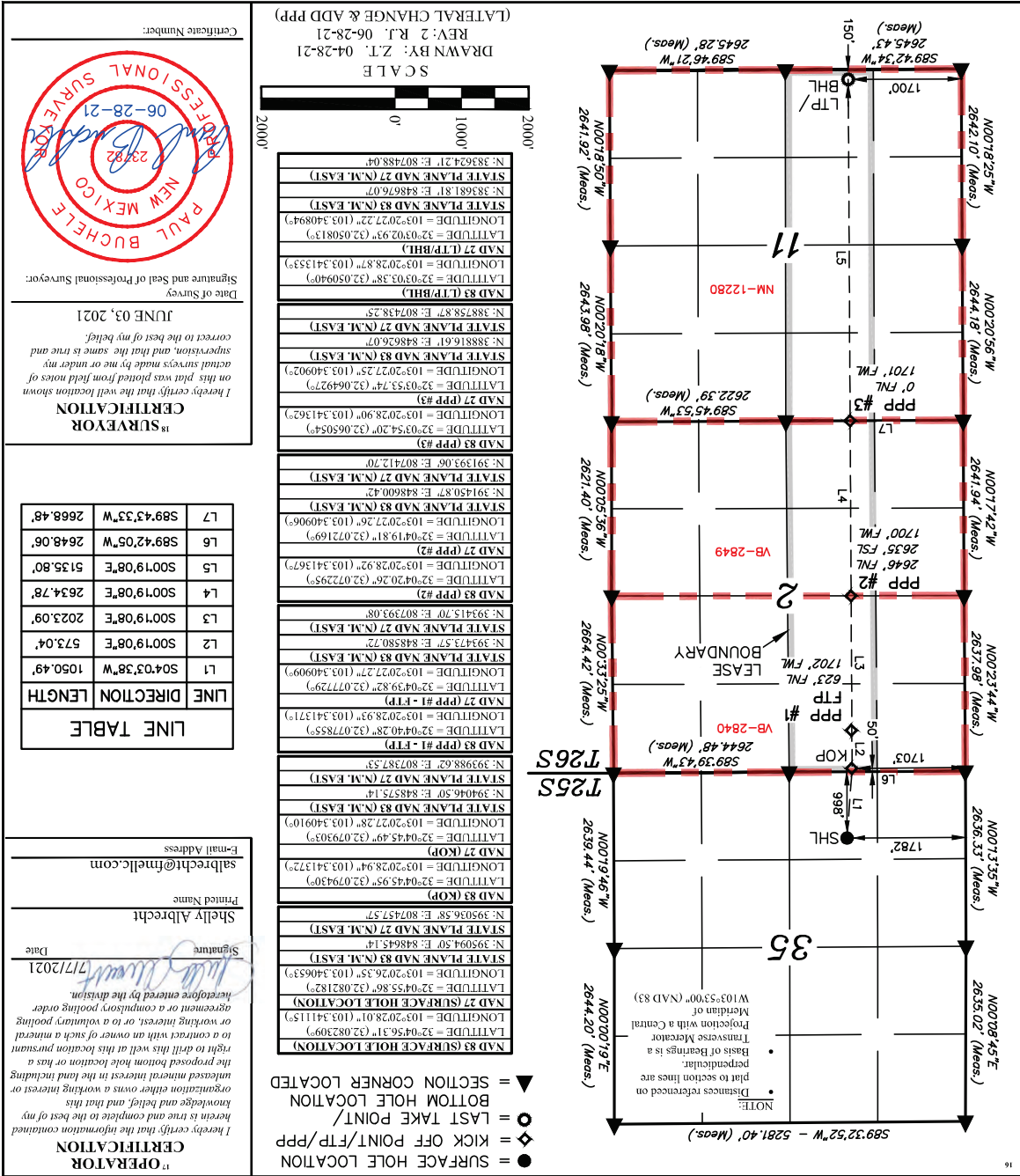
S C A L E

DRAWN BY: Z.T. 04-27-21
 REV: 1-06-29-21 D.J.S.
 (ADD LEASE INFO, KOP & PPPS)

☐ AMENDED REPORT

Released to Imaging: 3/16/2022 3:46:33 PM

Received by OGD: 3/8/2022 2:53:06 PM



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.																																					
30-025-49877		1 APT Number		98117		2 Pool Code		3 Pool Name WC-025 G-09 S263504N; WOLFCAAMP																													
326125		7 OGRD No.		FRANKLIN MOUNTAIN ENERGY LLC																																	
3135.3'		9 Elevation																																			
702H		6 Well Number		TATANKA FED COM																																	
		5 Property Name																																			
		8 Operator Name																																			
11 Bottom Hole Location If Different From Surface																																					
UL or lot no.		N		Section		35		Township		25S		Range		35E		Lot 1dn		Feet from the		998		North/South line		SOUTH		Feet from the		1782		East/West line		WEST		County		LEA	
UL or lot no.		N		Section		11		Township		26S		Range		35E		Lot 1dn		Feet from the		150		North/South line		SOUTH		Feet from the		1700		East/West line		WEST		County		LEA	
320		12 Dedicated acres		13 Joint or Infill		14 Consolidation Code		15 Order No.																													

State of New Mexico
Oil Conservation Division
Energy, Minerals & Natural Resources Department
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

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

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

District I
625 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
12220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 Apt Number 30-025-49878	2 Pool Code 98117	3 Pool Name WC-025 G-09 S263504N; WOLFCAAMP	4 Property Code 326125	5 Property Name TATANKA FED COM	6 Well Number 703H	7 OGRID No. 373910	8 Operator Name FRANKLIN MOUNTAIN ENERGY LLC	9 Elevation 3136.0'
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U/L or lot no.	N	Section	35	Township	25S	Range	35E	Lot Idn	Feet from the	998	North/South line	SOUTH	Feet from the	1857	East/West line	WEST	County	LEA
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12	Dedicated Acres	640
13	Joint or In Fill	
14	Consolidation Code	
15	Order No.	

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

1st 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 unleased mineral interest in the land including the proposed bottom hole location or has a right to drill will at this location pursuant to a contract with an owner of such a mineral or working interest, or to a subsidiary, pooling, or operating agreement, is a mineral interest owned by the division.

Signature

Printed Name

P-mail Address

Professional Number

1st 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 correct to the best of my belief.

JUNE 03, 2021

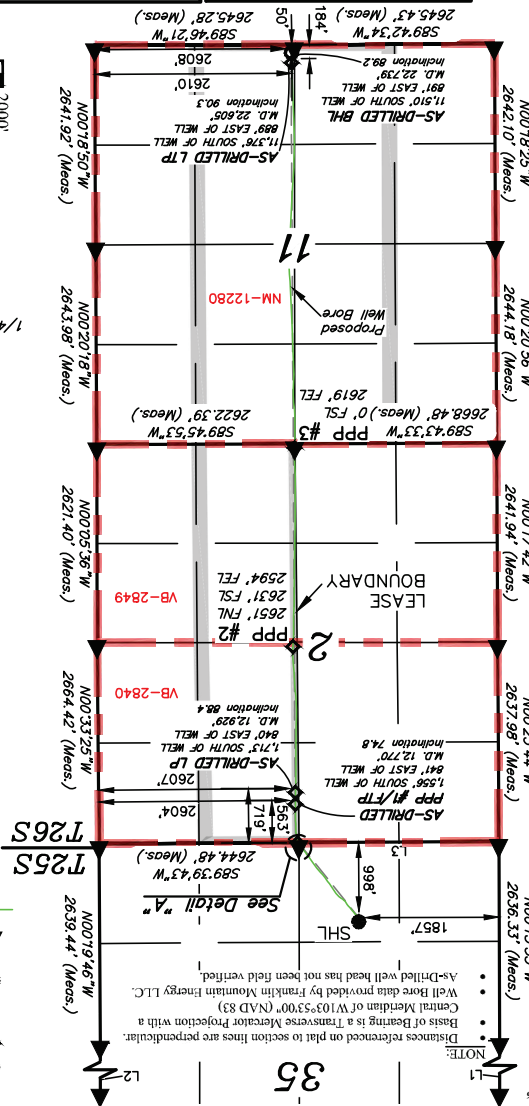
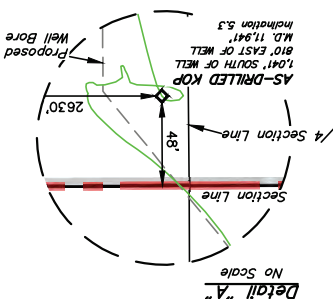
Signature and Seal of Professional Surveyor.

PAUL BUCHELE
NEW MEXICO
PROFESSIONAL SURVEYOR
#23892
03-07-23

Certificate Number: _____

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N00°08'45"E	2635.02'
L2	N00°00'19"E	2644.20'
L3	S89°42'05"W	2648.06'

APPROXIMATE WELL BORE DISTANCE FROM FTP TO LTP	
TRACT	DISTANCE
VB-2840	2,089.92
VB-2849	2,631.14
NM-12280	5,106.77
TOTAL	9,827.83

[illegible]

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

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

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

30-025-49879	1 APT Number	376125	2 Property Code
TATANKA FED COM	3 Operation Name	373910	4 OGRID No.
WC-025 G-09 S263504N; WOLFCAAMP	5 Well Number	704H	6 Elevation
			3093.8'

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	East/West line	County
A	2	26S	35E	20	Feet from the	NORTH	EAST	LEA

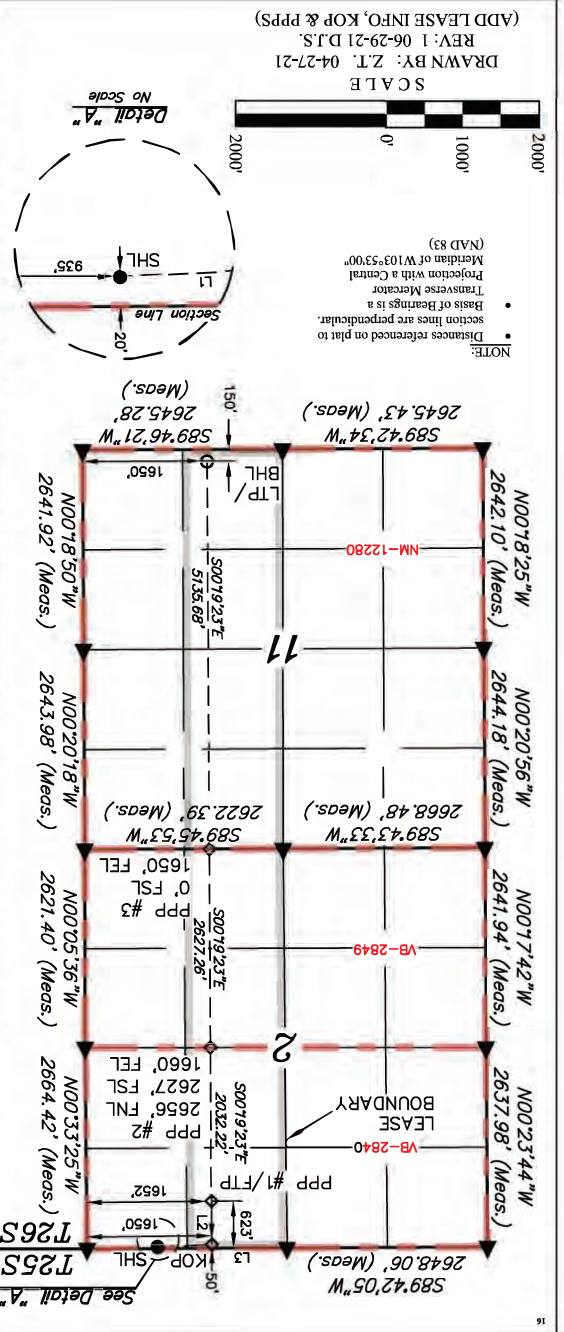
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	East/West line	County
O	11	26S	35E	150	Feet from the	SOUTH	EAST	LEA

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

● = SURFACE HOLE LOCATION
◇ = KICK OFF POINT/FTP/PPP
▲ = SECTION CORNER LOCATED
▲ = BOTTOM HOLE LOCATION
▲ = LAST TAKE POINT/
▲ = SECTION CORNER LOCATED

LINE	DIRECTION	LENGTH
L1	S87°13'57"W	715.08'
L2	S00°19'23"E	573.04'
L3	S89°39'43"W	2644.48'

NAD 83 (SURFACE HOLE LOCATION)	LATITUDE = 32°04'46.26" (32.079516°)	LONGITUDE = 103°19'58.09" (103.332804°)
NAD 27 (SURFACE HOLE LOCATION)	LATITUDE = 32°04'45.80" (32.079889°)	LONGITUDE = 103°19'56.43" (103.332343°)
STATE PLANE NAD 83 (N.M. EAST)	N: 394102.32' E: 851228.72'	
STATE PLANE NAD 27 (N.M. EAST)	N: 394044.41' E: 810041.07'	
NAD 83 (KOP)	LATITUDE = 32°04'45.95" (32.079431°)	LONGITUDE = 103°20'06.39" (103.335110°)
NAD 27 (KOP)	LATITUDE = 32°04'45.50" (32.07905°)	LONGITUDE = 103°20'04.73" (103.334649°)
STATE PLANE NAD 83 (N.M. EAST)	N: 394064.82' E: 850514.72'	
STATE PLANE NAD 27 (N.M. EAST)	N: 393491.89' E: 850520.34'	
NAD 83 (PPP #1/FTP)	LATITUDE = 32°04'40.28" (32.07785°)	LONGITUDE = 103°20'06.39" (103.335109°)
NAD 27 (PPP #1/FTP)	LATITUDE = 32°04'39.83" (32.07730°)	LONGITUDE = 103°20'04.73" (103.334648°)
STATE PLANE NAD 83 (N.M. EAST)	N: 393491.89' E: 850520.34'	
STATE PLANE NAD 27 (N.M. EAST)	N: 393434.01' E: 809332.68'	
NAD 83 (PPP #2)	LATITUDE = 32°04'20.18" (32.07273°)	LONGITUDE = 103°20'06.38" (103.335105°)
NAD 27 (PPP #2)	LATITUDE = 32°04'19.72" (32.072145°)	LONGITUDE = 103°20'04.72" (103.334644°)
STATE PLANE NAD 83 (N.M. EAST)	N: 391460.07' E: 850540.27'	
STATE PLANE NAD 27 (N.M. EAST)	N: 391402.24' E: 809352.53'	
NAD 83 (PPP #3)	LATITUDE = 32°03'54.18" (32.065051°)	LONGITUDE = 103°20'06.36" (103.335100°)
NAD 27 (PPP #3)	LATITUDE = 32°03'53.73" (32.064924°)	LONGITUDE = 103°20'06.33" (103.335091°)
STATE PLANE NAD 83 (N.M. EAST)	N: 388833.32' E: 850566.04'	
STATE PLANE NAD 27 (N.M. EAST)	N: 388775.56' E: 809378.19'	
NAD 83 (LTP/BHL)	LATITUDE = 32°03'03.37" (32.05093°)	LONGITUDE = 103°20'06.33" (103.335091°)
NAD 27 (LTP/BHL)	LATITUDE = 32°03'02.92" (32.050810°)	LONGITUDE = 103°20'04.67" (103.334631°)
STATE PLANE NAD 83 (N.M. EAST)	N: 383698.64' E: 850616.40'	
STATE PLANE NAD 27 (N.M. EAST)	N: 383641.02' E: 809428.35'	



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 an undivided 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: *Shelly Albrecht*
Date: 7/9/2021

Printed Name: Shelly Albrecht
E-mail Address: salbrech@fhellc.com

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.

Date of Survey: APRIL 19, 2021

Signature and Seal of Professional Surveyor: *Paul Buchelle*
Date: 06-29-21
Professional Surveyor: PAUL BUCHELLE
New Mexico
23782

Certificate Number:

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

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

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District IV
12220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

WELL LOCATION AND ACREAGE DEDICATION PLAT

30-025-49880	1 API Number	98117	2 Pool Code	WC-025 G-09 S263504N; WOLFCAAMP	3 Pool Name	4 Property Code	5 Property Name	6 Well Number	7 OGRID No.	8 Operator Name	9 Elevation
							TATANKA PED COM	705H	373910	FRANKLIN MOUNTAIN ENERGY LLC	3092.0'

UL or lot no.	A	Section	2	Township	26S	Range	35E	Lot Idn	20	North/South line	NORTH	Feet from the	860	East/West line	EAST	County	LEA
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12 Dedicated Acres		320		13 Joint or Infill		14 Consolidation Code		15 Order No.							
17 UL or lot no.	P	18 Section	11	19 Township	26S	20 Range	35E	21 Lot Idn	22 Feet from the	150	23 SOUTH	24 Feet from the	380	25 East/West line	26 County

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.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S72°54'33"E	503.70'
L2	S00°19'23"E	573.04'
L3	S89°36'43"W	2644.48'

● = SURFACE HOLE LOCATION
 > = KICK OFF POINT/FTP/PPP
 ○ = LAST TAKE POINT/
 ○ = BOTTOM HOLE LOCATION
 ▲ = SECTION CORNER LOCATED

I hereby certify that the information contained
 HEREIN is true and complete to the best of my
 knowledge and belief, and that this
 organization neither 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.

James E. Gentry

7/9/2021 Date

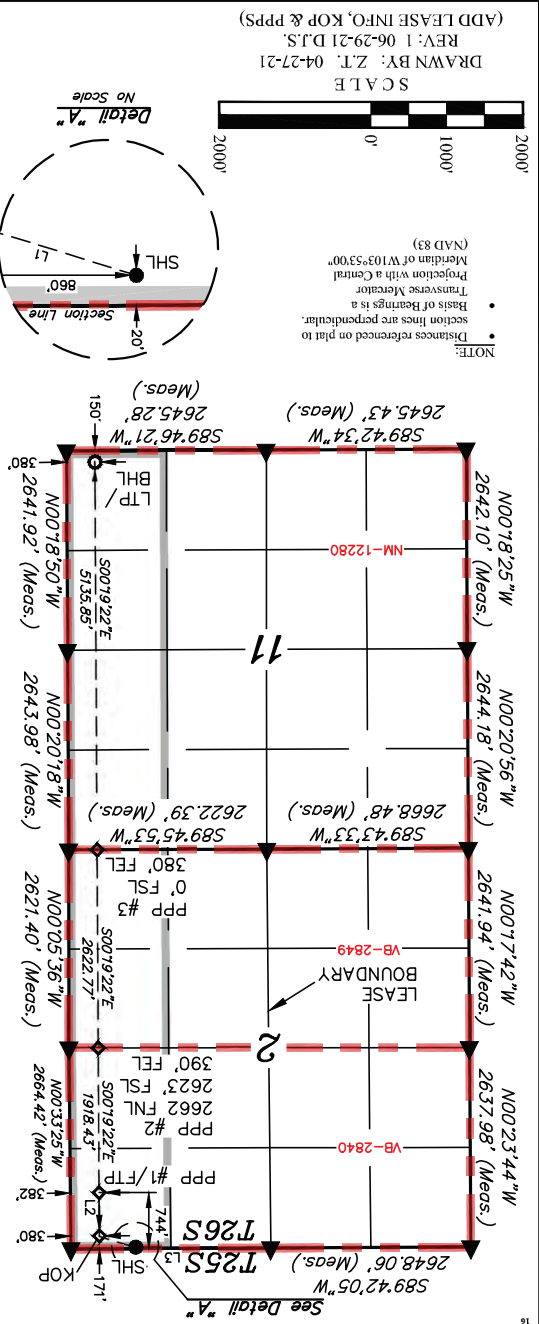
Signature

Shelly Albrecht
Printed Name

salbrecht@fmielc.com
E-mail Address

CERTIFICATION
1st SUPERVISOR
I hereby certify that the well location shown on this plot was plotted from field notes of actual survey made by me or under my supervision, and that the same is true and correct to the best of my belief.

Date of Survey _____
Signature and Seal of Professional Surveyor: _____



Phone: (505) 476-3460 Fax: (505) 476-3462
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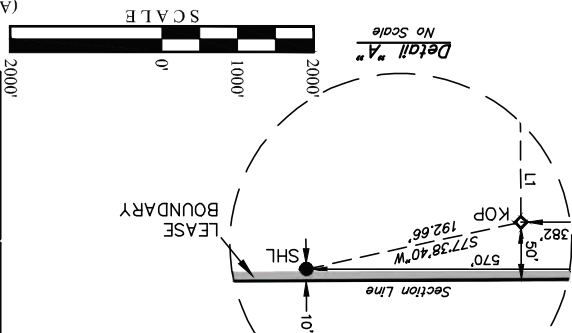
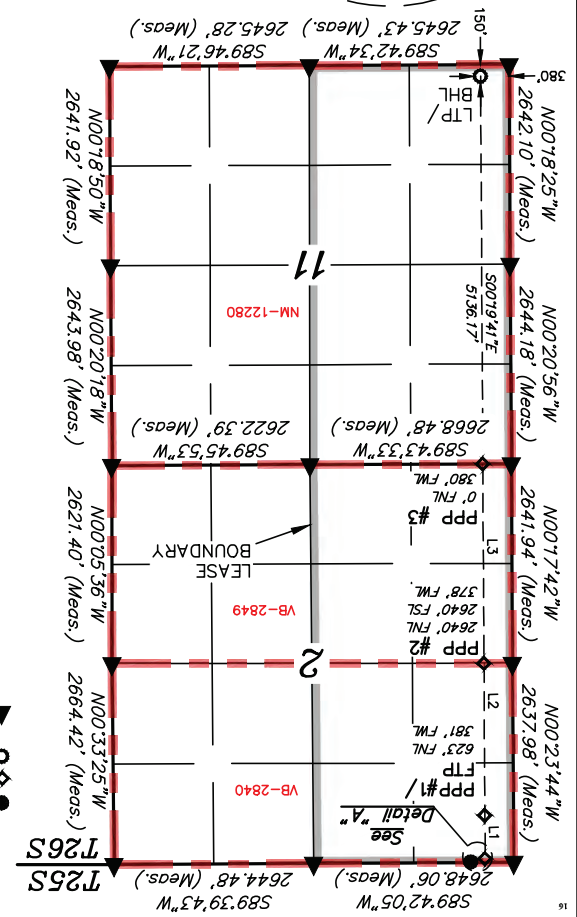
WELL LOCATION AND ACREAGE DEDICATION PLAT

30-025-49881 1 API Number	98117 2 Pool Code	WC-025-G-09 S263504N; WOLFCAAMP 3 Pool Name	4 Property Code 326125	5 Property Name TANANKA FPD COM	6 Well Number 801H	7 OGRID No. 373910	8 Operator Name FRANKLIN MOUNTAIN ENERGY LLC	9 Elevation 3134.3'
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UL or lot no.	D	Section	2	Township	26S	Range	35E	Lot Idn	10	Feet from the North/South line	NORTH	Feet from the East/West line	570	County LEA
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12 Dedicated Acres		13 Joint or Infill		14 Consolidation Code		15 Order No.	
UL or lot no.	M	Township	Range	Lot 1dn	Feet from the	North/South line	Feet from the
Section	11	26S	35E	150		SOUTH	380
						East/West line	WEST
							County LEA

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

REV: 1 S.K. 06-29-21
DD TAKE POINTS & LEASE INFO

DRAWN BY: L.K. 04-26-21

[illegible]

NOTE:

- Distances referenced on plot to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of $W105^{\circ}53'00''$ (NAD 83)

= SURFACE HOLE LOCATION
= KICK OFF POINT/FTP/PPP
= LAST TAKE POINT/
= BOTTOM HOLE LOCATION
= SECTION CORNER LOCATION

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 unshared 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 voluntary pooling agreement or a compulsory pooling order.

 Representative of the division

Signature _____
 Date 7/2/2021

Shelly Albrecht
Printed Name

salbrecht@fmlc.com
E-mail Address

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S00'19.4"E	573.04'
L2	S00'19.4"E	2016.45'
L3	S00'19.4"E	2640.35'

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.

APRIL 19, 2021

Date of Survey _____
Signature and Seal of Professional Surveyor: _____



Certificate Number:

[illegible]

30-025-49883		1 APT Number		326125		2 OGRID No.		373910	
TATANKA FED COM		5 Property Name		TATANKA FED COM		6 Well Number		803H	
WC-025 G-09 S263504N; WOLFCAAMP		3 Pool Name		9 Elevation		3135.8'			
FRANKLIN MOUNTAIN ENERGY LLC		4 Operator Name		FRANKLIN MOUNTAIN ENERGY LLC		326125		373910	
Surface Location		11 Section		35 Township		Range		Lot 1dn	
Fect from the		North/South line		Fect from the		998		SOUTH	
East/West line		1832		WEST		County		LEA	
Bottom Hole Location If Different From Surface		11 Section		26S Township		Range		Lot 1dn	
Fect from the		North/South line		Fect from the		150		SOUTH	
East/West line		2152		WEST		County		LEA	
Dedicated Acres		12 Joint or Infill		14 Consolidation Code		15 Order No.			
320									

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
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District IV
2220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

WELL LOCATION AND ACREAGE DEDICATION PLAT

30-025-49884	1 API Number	98117	2 Pool Code	3 Pool Name WC-025 G-09 S263504N; WOLFCAAMP
326125	4 Property Code	5 Property Name TATANKA FED COM		
373910	7 OGRID No.	8 Operator Name FRANKLIN MOUNTAIN ENERGY LLC		
	9 Elevation	6 Well Number 804H		
	1336.0'			

¹⁰ Surface Location

UL or lot no.	N	Section	35	Township	25S	Range	35E	Lot	14a	Feet from the North/South line	998	Feet from the East/West line	1882	County	LEA
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"Bottom Hole Location If Different From Surface

11 Dedicated Acres		320		13 Joint or Infill		14 Consolidation Code			15 Order No.								
U/L or lot no.	0	Section	11	Township	26S	Range	35E	Lot Idn	Feet from the	150	North/South line	SOUTH	Feet from the	2232	East/West line	EAST	County LEA

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

- = SURFACE HOLE LOCATION
- ◆ = KICK OFF POINT/FTP/PPP
- ⊙ = LAST TAKE POINT/
- ▼ = BOTTOM HOLE LOCATION
- ▽ = SECTION CORNER LOCATED

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 undivided 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.

Signature _____
Date 7/7/2021

Shelly Albrecht
Printed Name _____
salbrecht@fmc.com
E-mail Address _____

**CF OPERATOR
CERTIFICATION**

LINE TABLE	
LINE	DIRECTION
L1	S47.43°07"E
L2	S00.31°52"E
L3	S00.31°54"E
L4	S00.31°54"E
L5	S00.31°54"E
L6	S89.39°43"W
L7	S89.45°53"W

CERTIFICATION
I, **SURVEYOR**
do 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.

Signature and Seal of Professional Surveyor:



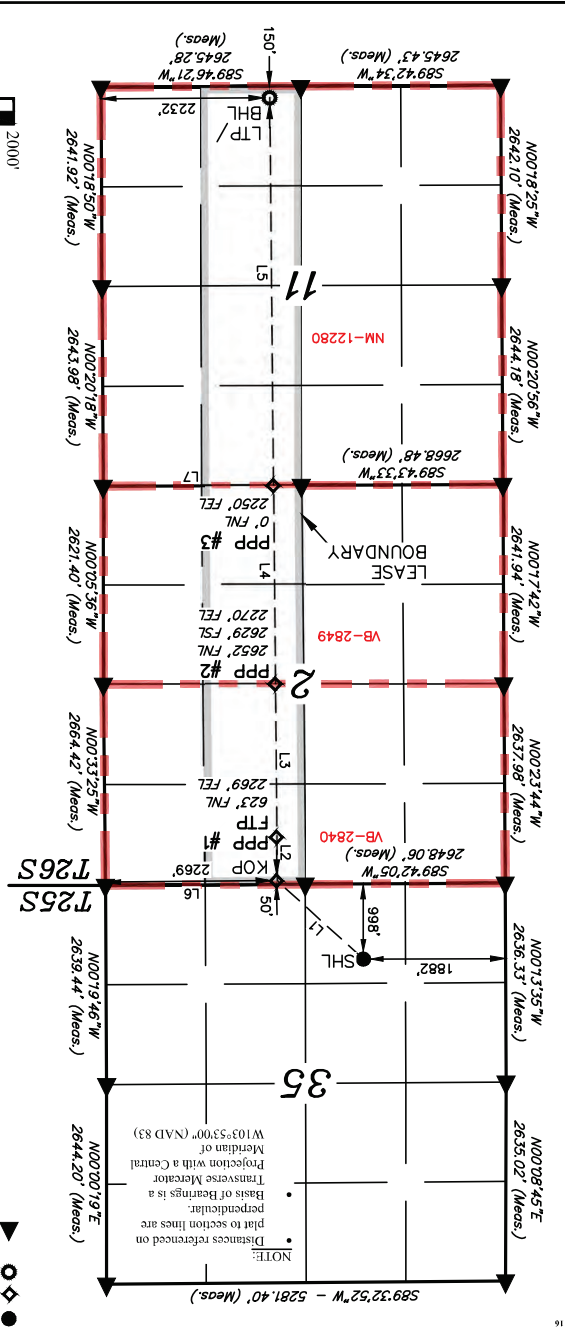
Certificate Number:

(LATERAL CHANGE & ADD PPP)

RAWNBY: Z.T. 04-28-21

SCALE

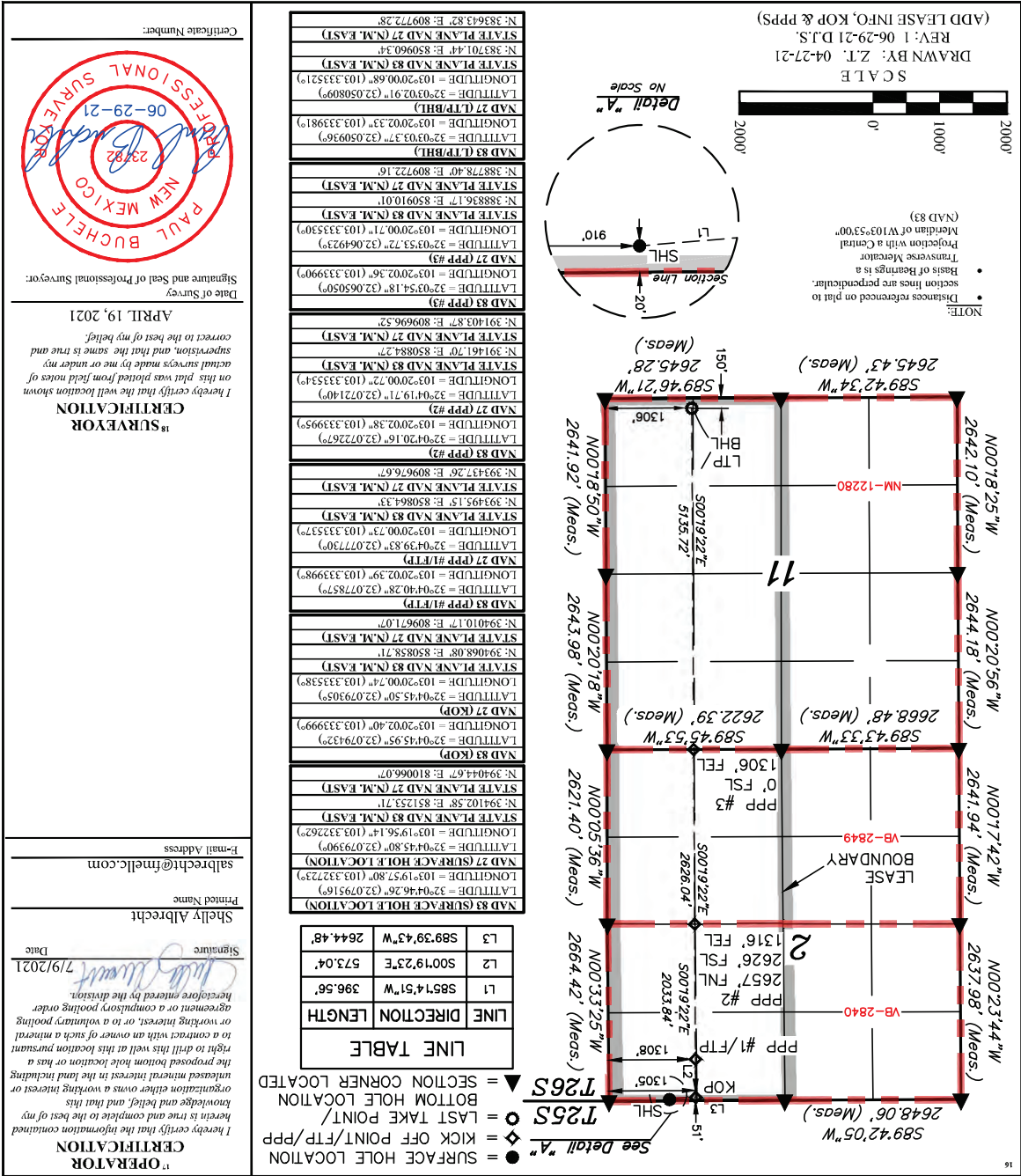
CALE

[illegible]

- Distances referenced on plat to section lines are perpendicular.
- Basis of Bearings is a Transverse Mercator Projection with a Central Meridian of W103°53'00" (NAD 83)

Released to Imaging: 9/7/2023 3:49:58 PM

Received by OCD: 8/1/2023 12:21:43 PM



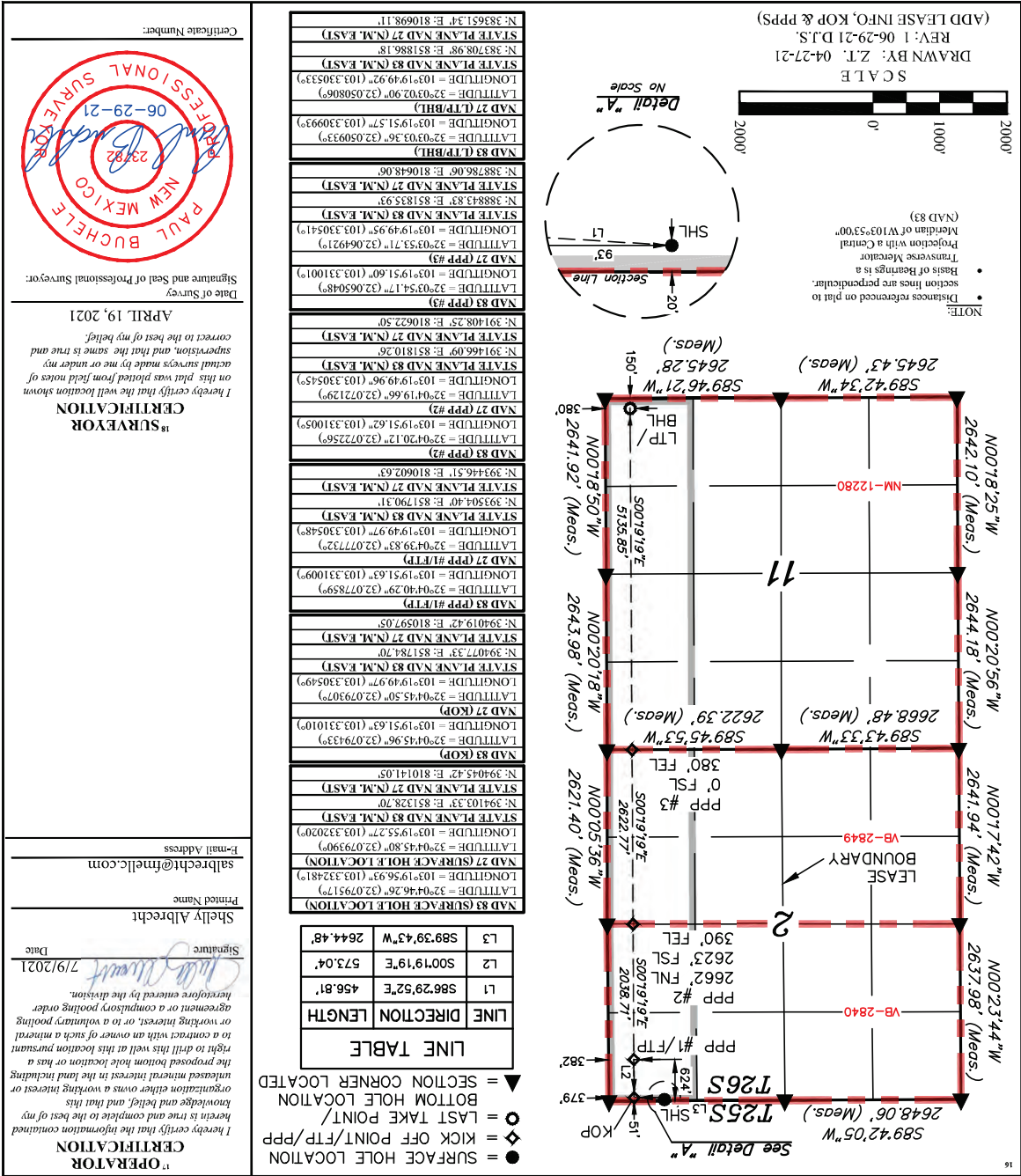
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Released to Imaging: 3/17/2022 9:59:35 AM

Received by OCD: 3/8/2022 3:30:54 PM



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.											
12	Dedicated Acres	320	13	Joint or Infill		14	Consolidation Code	15	Order No.		
11	Section	11	26S	Range	35E	Lot Idn	130	Feet from the North/South line	380	Feet from the East/West line	LEA
Bottom Hole Location If Different From Surface											
10	Surface Location										
9	UL or lot no.	A	2	Section	26S	Range	35E	Feet from the North/South line	20	Feet from the East/West line	LEA
WELL LOCATION AND ACREAGE DEDICATION PLAT											
1	APL Number	30-025-49886	2	Pool Code	98117	3	Property Name	WC-025 G-09 S263504N; WOLF CAMP			
4	Property Code	326125	5	TATANKA PED COM		6	Well Number	806H	7	Operation Name	FRANKLIN MOUNTAIN ENERGY LLC
8	OGRID No.	373910	9	Elevation	3090.2'						

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

Exhibit 4



United States Department of the Interior



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

In Reply Refer To:
NMNM105770970
3105.2 (NM920)

AUG 22 2024

Reference:
Communitization Agreement
Tatanka Fed Com #101H
T. 26 S., R. 35 E., N.M.P.M.
Section 2: W2W2.
Section 11: W2W2.
Lea County, NM

Franklin Mountain Energy, LLC
Attn: Don Johnson
44 Cook Street, Suite 1000
Denver, CO 80206

Dear Mr. Johnson:

Enclosed is an approved copy of Communitization Agreement NMNM105770970 involving 160.00 acres of Federal land in lease NMNM012280 and 160.00 acres of State land, Lea County, New Mexico, which comprise a 320.00 acre well spacing unit.

The agreement communitizes all rights to oil and gas from the Delaware formation beneath the W2W2 of secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, NM, and is effective June 1, 2022. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

2

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

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.08.22
14:26:41 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NMP020, (CFO, File Room)

NMSO (NM925, File)

NM STATE LAND COMM.

DETERMINATION - APPROVAL - CERTIFICATION

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

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM105770970 involving Federal Lease NMNM012280 and State land. This Communitization Agreement is in Secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, New Mexico, for production of oil and gas producible from the Delaware Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

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

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

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

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

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

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.08.22
14:27:12 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: June 1, 2022
Contract No.: NMNM105770970

RECEIVED

JUN 17 2022

Federal Communitization AgreementContract No. NMNM 105770970BLM, NMSO
SANTA FE

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

WITNESSETH:

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

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

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

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

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

Township 26 South, Range 35 East, N.M.P.M.**Section 2: W/2W/2****Section 11: W/2W/2****Lea County, New Mexico**

Containing 320.00 acres, more or less, and this agreement shall include only the **Delaware** Formation(s) underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

Tatanka Fed Com 101H
Delaware Formation
W/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

3. The operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

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

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Lea County, New Mexico

considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

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

Tatanka Fed Com 101H
Delaware Formation
W/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

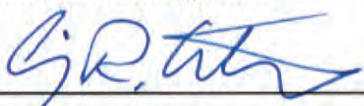
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties or may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

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

Statement of Written Consent by All Named Owners:

I, the undersigned, hereby certify, on behalf of Franklin Mountain Energy, LLC, the Operator of the proposed Communitization Agreement, that all working interest owners (i.e. the lessees of record and operating right owners) shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the working interest owners of Federal or Indian leases subject to the Communitization Agreement, and that the written consents of all the named owners have been obtained and will be made available to the BLM immediately upon request.

Operator & Working Interest Owner:
Franklin Mountain Energy, LLC

By: 

Name: Craig R. Walters

Title: Chief Executive Officer

Date: 6/14/22

Tatanka Fed Com 101H
Delaware Formation
W/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

THE STATE OF COLORADO

§

COUNTY OF DENVER

§

§

This instrument was acknowledged before me on this 14th day of June, 2022,
by Craig R. Walters, as Chief Executive Officer of Franklin Mountain Energy, LLC, a Delaware
corporation.



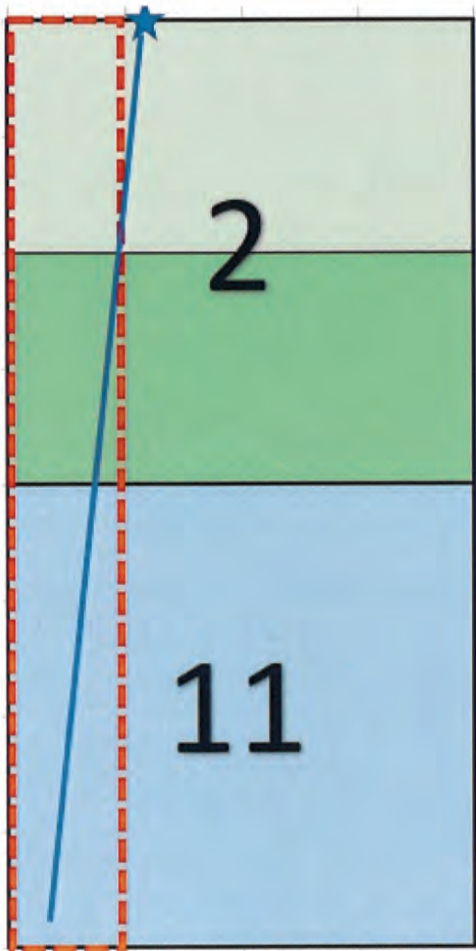

Notary Public in and for the State of Colorado

Tatanka Fed Com 101H
Delaware Formation
W/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "A"

Plat of communitized area covering **320** acres, more or less, in the
W/2W/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #101H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

Tatanka Fed Com 101H
Delaware Formation
W/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "B"

To Communitization Agreement Dated **June 1st, 2022**, embracing the following described land in W2W2 of Section 2, & W2W2 of Section 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2NW/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2SW/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

Delaware Formation
Tatanka Fed Com 101H
W2W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 11; W/2W/2 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

Delaware Formation
Tatanka Fed Com 101H
W2W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%

Delaware Formation
Tatanka Fed Com 101H
W2W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

WHEREAS, the parties have drilled a Wolfcamp oil well designated the Tatanka Fed Com #702H, API: 30-025-49877 (Subject Well) in Section 2 & 11 Township 26 South, Range 35 East

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

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

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

Township 26 South, Range 35 East, N.M.P.M.

Section 2: E/2W/2

Section 11: E/2W/2

Lea County, New Mexico

Containing **320.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the *oil and gas* hereafter referred to as

“communitized substances,” producible from such formation(s) and only through the well bore of Tatanka Fed Com #702H, API: 30-025-49877.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit “A”, a plat designating the communitized area and, Exhibit “B”, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the lessees of record and owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety insofar as the production from Tatanka Fed Com #702H, API: 30-025-49877 well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the Tatanka Fed Com #702H, API: 30-025-49877 well shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of the Tatanka Fed Com #702H, API: 30-025-49877 well for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized

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

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities from the Tatanka Fed Com #702H, API: 30-025-49877 well: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Tatanka Fed Com #702H, API: 30-025-49877 well are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

5/5/23
Date

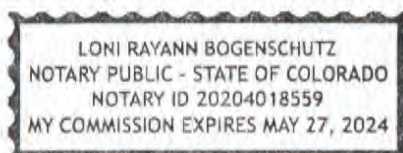
Franklin Mountain Energy, LLC
Operator
By: [Signature]
Operator/Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 5th day of May, 2023, before me, a Notary Public for the State of Colorado, personally appeared Lee Zink, known to me to be the Director of Land for Franklin Mountain Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



5/27/24
My Commission Expires

[Signature]
Notary Public

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

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

5/5/23
Date

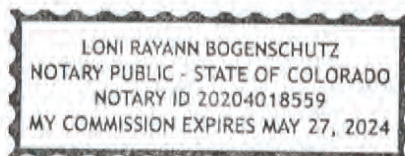
By: [Signature]
Title: Lee Zink, Director of Land

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 5th day of May, 2023 before me, a Notary Public for the State of Colorado, personally appeared Lee Zink, known to me to be the Director of Land, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



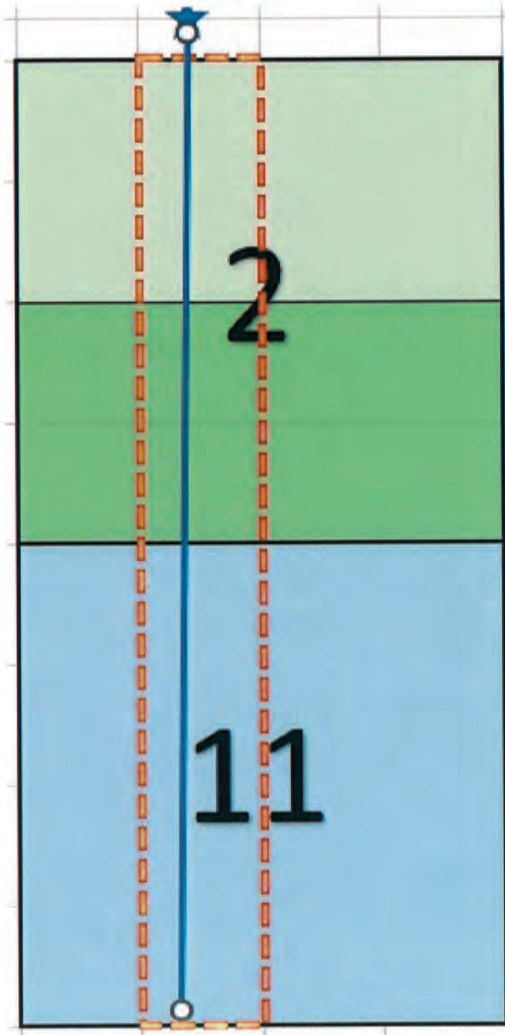
5/27/24
My Commission Expires

[Signature]
Notary Public

EXHIBIT “A”

Plat of communitized area covering **320** acres, more or less, in the
E/2W/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #702H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in E/2W/2 of Sections 2 & 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: E/2NW/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: E/2SW/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
Lease Date: September 1, 1970
Lease Primary Term: Ten (10) years
Recordation: Not Recorded
Lessor: **United States of America**
Original Lessee: Bernard A. Winer, M.D.
Current Lessee: Franklin Mountain Energy, LLC – 100%
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
Section 11: E/2W/2
Lea County, New Mexico
Number of Acres: 160.00
Royalty Rate: 12.5000%
WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
ORRI Owners: Franklin Mountain Royalty Investments, LLC
Bernard A. Winer, M.D.
David Grimes
Green Ribbon, Inc.
Lacy Dinsmoor Roop 1999 Rev. Management Trust
R. B. Freeman
Sandia Minerals, LLC
William J. Hopper
Young Minerals Company
Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

WHEREAS, the parties have drilled a Wolfcamp oil well designated the Tatanka Fed Com #703H, API: 30-025-49878 (Subject Well) in Section 2 & 11 Township 26 South, Range 35 East

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

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

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

Township 26 South, Range 35 East, N.M.P.M.

Section 2: E/2W/2, W/2E/2

Section 11: E/2W/2, W/2E/2

Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the *oil and gas* hereafter referred to as

"communitized substances," producible from such formation(s) and only through the well bore of Tatanka Fed Com #703H, API: 30-025-49878.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the lessees of record and owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety insofar as the production from Tatanka Fed Com #703H, API: 30-025-49878 well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the Tatanka Fed Com #703H, API: 30-025-49878 well shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 1/2 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

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

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

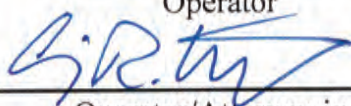
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of the Tatanka Fed Com #703H, API: 30-025-49878 well for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized

- area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is June 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities from the Tatanka Fed Com #703H, API: 30-025-49878 well: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Tatanka Fed Com #703H, API: 30-025-49878 well are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

Franklin Mountain Energy, LLC
Operator

By: 
Operator/Attorney-in-Fact

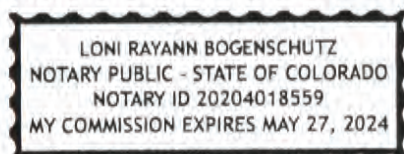
6/14/22
Date

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig R. Walters, known to me to be the Chief Executive Officer of Franklin Mountain Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



5/27/24
My Commission Expires


Notary Public

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

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

6/14/22
Date

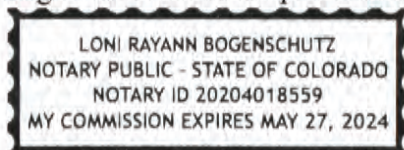
By: [Signature]
Title: Craig R. Walters,
Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig Walters, known to me to be the CEO of FME, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



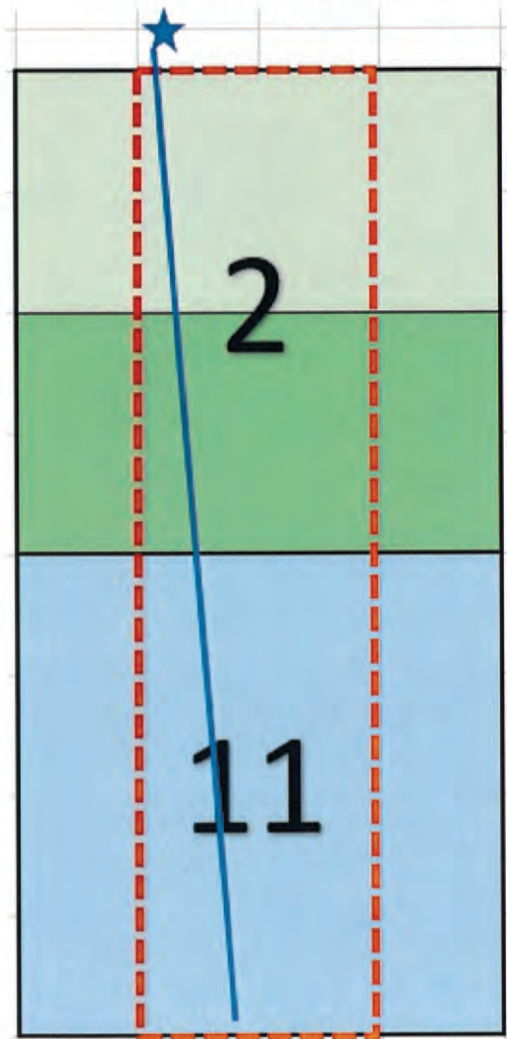
5/27/24
My Commission Expires

[Signature]
Notary Public

EXHIBIT "A"

Plat of communitized area covering **640** acres, more or less, in the
W/2E/2, E/2W/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #703H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in W/2E/2, E/2W/2 of Sections 2 & 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2NE/4, E/2NW/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2SE/4, E/2SW/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 11: W/2E/2, E/2W/2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	320.00	50.00%
Total	640.00	100.000000%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

WHEREAS, the parties have drilled a Wolfcamp oil well designated the Tatanka Fed Com #703H, API: 30-025-49878 (Subject Well) in Section 2 & 11 Township 26 South, Range 35 East

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

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

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

Township 26 South, Range 35 East, N.M.P.M.

Section 2: E/2W/2, W/2E/2

Section 11: E/2W/2, W/2E/2

Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the *oil and gas* hereafter referred to as

“communitized substances,” producible from such formation(s) and only through the well bore of Tatanka Fed Com #703H, API: 30-025-49878.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit “A”, a plat designating the communitized area and, Exhibit “B”, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the lessees of record and owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety insofar as the production from Tatanka Fed Com #703H, API: 30-025-49878 well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the Tatanka Fed Com #703H, API: 30-025-49878 well shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of the Tatanka Fed Com #703H, API: 30-025-49878 well for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized

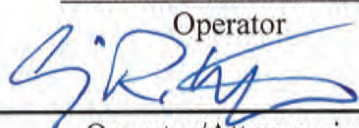
area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities from the Tatanka Fed Com #703H, API: 30-025-49878 well: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Tatanka Fed Com #703H, API: 30-025-49878 well are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

Franklin Mountain Energy, LLC
Operator

By: 
Operator/Attorney-in-Fact

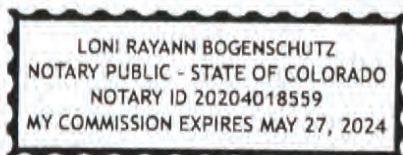
6/14/22
Date

ACKNOWLEDGEMENT

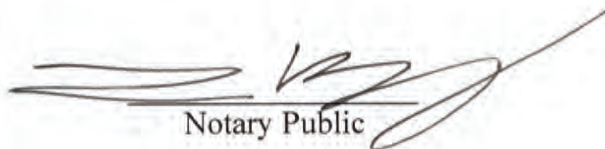
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 14th day of June, 20 22, before me, a Notary Public for the State of Colorado, personally appeared Craig R. Walters, known to me to be the Chief Executive Officer of Franklin Mountain Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



5/27/24
My Commission Expires


Notary Public

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

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

6/14/22
Date

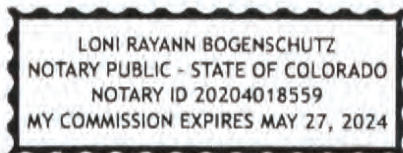
By: [Signature]
Title: Craig R. Walters,
Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig Walters, known to me to be the CEO of FME, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



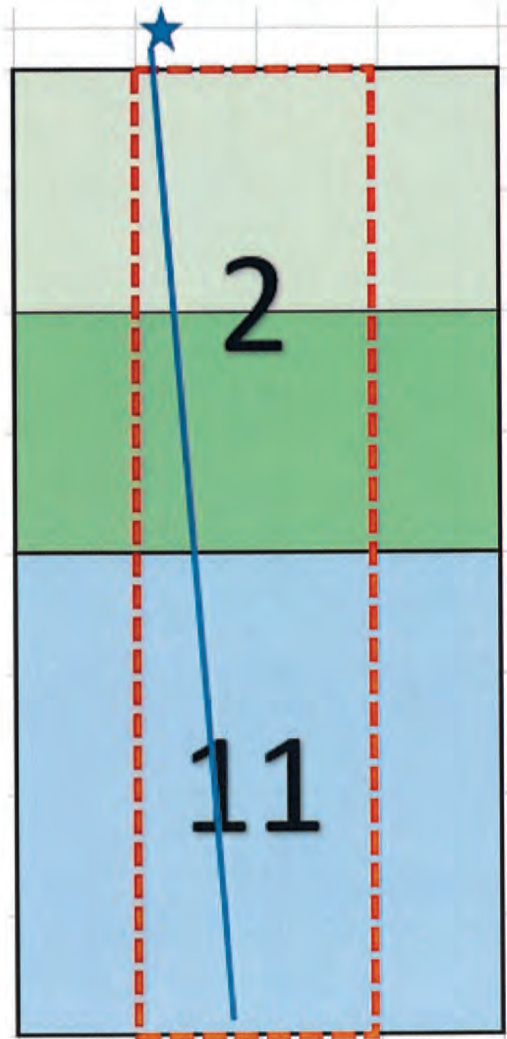
5/27/24
My Commission Expires

[Signature]
Notary Public

EXHIBIT "A"

Plat of communitized area covering **640** acres, more or less, in the
W/2E/2, E/2W/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #703H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in W/2E/2, E/2W/2 of Sections 2 & 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2NE/4, E/2NW/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2SE/4, E/2SW/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 11: W/2E/2, E/2W/2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	320.00	50.00%
Total	640.00	100.000000%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

WHEREAS, the parties have drilled a Wolfcamp oil well designated the Tatanka Fed Com #703H, API: 30-025-49878 (Subject Well) in Section 2 & 11 Township 26 South, Range 35 East

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

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

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

Township 26 South, Range 35 East, N.M.P.M.

Section 2: E/2W/2, W/2E/2

Section 11: E/2W/2, W/2E/2

Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the *oil and gas* hereafter referred to as

"communitized substances," producible from such formation(s) and only through the well bore of Tatanka Fed Com #703H, API: 30-025-49878.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety insofar as the production from Tatanka Fed Com #703H, API: 30-025-49878 well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the Tatanka Fed Com #703H, API: 30-025-49878 well shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 1/2 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of the Tatanka Fed Com #703H, API: 30-025-49878 well for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized

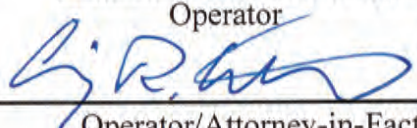
area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities from the Tatanka Fed Com #703H, API: 30-025-49878 well: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Tatanka Fed Com #703H, API: 30-025-49878 well are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

Franklin Mountain Energy, LLC
Operator

By: 
Operator/Attorney-in-Fact

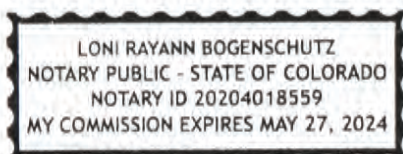
6/14/22
Date

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig R. Walters, known to me to be the Chief Executive Officer of Franklin Mountain Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



5/27/24
My Commission Expires


Notary Public

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

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

Date

6/14/22

By:

Title:

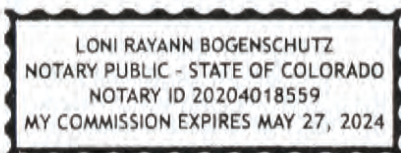
Craig R. Walters
Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 14th day of June, 2022 before me, a Notary Public for the State of Colorado, personally appeared Craig Walters, known to me to be the CEO of FME, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

5/27/24

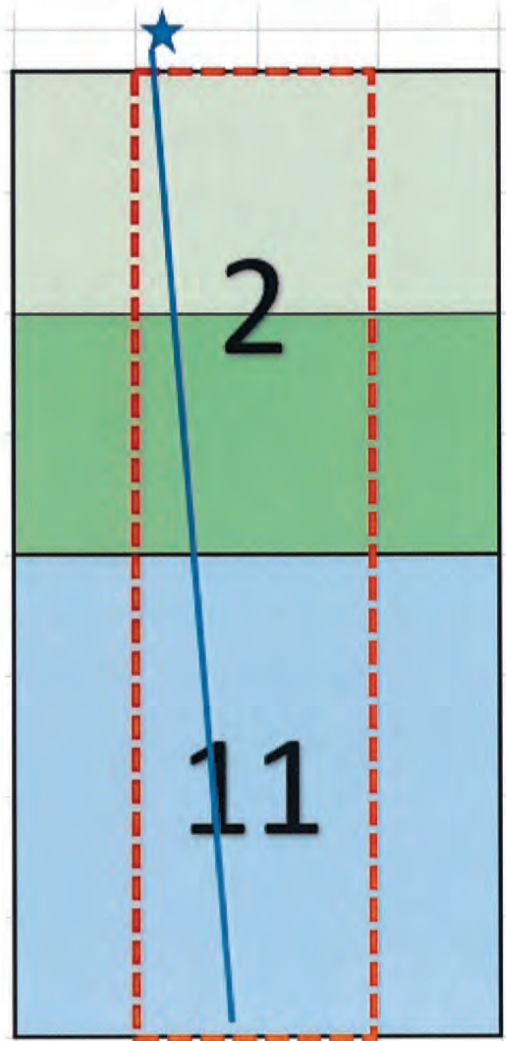
My Commission Expires

[Signature]
Notary Public

EXHIBIT "A"

Plat of communitized area covering **640** acres, more or less, in the
W/2E/2, E/2W/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #703H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in W/2E/2, E/2W/2 of Sections 2 & 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2NE/4, E/2NW/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2SE/4, E/2SW/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 11: W/2E/2, E/2W/2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	320.00	50.00%
Total	640.00	100.000000%



United States Department of the Interior



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

In Reply Refer To:
NMNM105770980
3105.2 (NM920)

AUG 22 2024

Reference:
Communitization Agreement
Tatanka Fed Com #704H
Section 2: W2E2.
Section 11: W2E2.
T. 26 S., R. 35 E., N.M.P.M.
Lea County, NM

Franklin Mountain Energy, LLC
Attn: Don Johnson
44 Cook Street, Suite 1000
Denver, CO 80206

Dear Mr. Johnson:

Enclosed is an approved copy of Communitization Agreement NMNM105770980 involving 160.00 acres of Federal land in lease NMNM012280 and 160.00 acres of State land, Lea County, New Mexico, which comprise a 320.00 acre well spacing unit.

The agreement communitizes all rights to all oil and gas from the Wolfcamp formation, only through the wellbore of the Tatanka Fed Com #704H (API No. 30-025-49879), beneath the W2E2 of secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, NM, and is effective June 1, 2022. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

2

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

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.08.22
14:09:35 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NMP020, (CFO, File Room)

NMSO (NM925, File)

NM STATE LAND COMM.

DETERMINATION - APPROVAL - CERTIFICATION

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

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM105770980 involving Federal Lease NMNM012280 and State land. This Communitization Agreement is in Secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, New Mexico, for production of oil and gas producible from the Wolfcamp Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

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

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

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

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

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

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.08.22
14:10:02 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: June 1, 2022
Contract No.: NMNM105770980

RECEIVED

Federal Communitization Agreement

JUN 17 2022

Contract No. NMNM 105770980BLM, NMSO
SANTA FE

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

WITNESSETH:

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

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

WHEREAS, the parties have drilled a Wolfcamp oil well designated the Tatanka Fed Com#704H, API: 30-025-49879 (Subject Well) in Section 2 & 11 Township 26 South, Range 35 East.

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

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

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

Township 26 South, Range 35 East, N.M.P.M.**Section 2: W/2E/2****Section 11: W/2E/2****Lea County, New Mexico**

Containing **320.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the *oil and gas* hereafter referred to as "communitized substances," producible from such formation(s) and only through the well bore of **Tatanka Fed Com#704H, API: 30-025-49879**.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the lessees of record and owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety insofar as the production from Tatanka Fed Com #704H, API: 30-025-49879 well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the Tatanka Fed Com #704H, API: 30-025-49879 well shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 1/2 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue from the date the committed tracts in the communitized area that includes unleased Federal land receive a production allocation, and shall be due and payable by the last day of the calendar month next following the calendar month of actual production. Payment due under this provision shall end when the Federal tract is

leased or when production of communitized substances ceases within the communitized area and the Communitization Agreement is terminated, whichever occurs first.

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of the Tatanka Fed Com #704H, API: 30-025-49879 well for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or

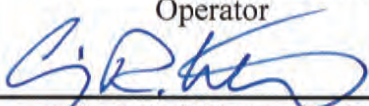
executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. The date of this agreement is June 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities from the Tatanka Fed Com #704H, API: 30-025-49879 well: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Tatanka Fed Com #704H, API: 30-025-49879 well are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

Franklin Mountain Energy, LLC
Operator

By: 
Operator/Attorney-in-Fact

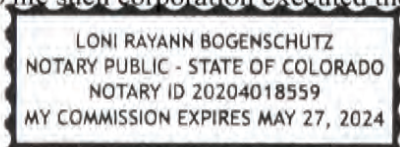
6/14/22
Date

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig R. Walters, known to me to be the Chief Executive Officer of Franklin Mountain Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



5/27/24
My Commission Expires


Notary Public

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

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

Date

6/14/22

By:

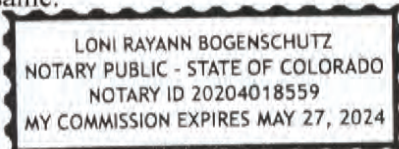
Title:

Craig R. Walters
Chief Executive Officer**ACKNOWLEDGEMENT**

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig Walters, known to me to be the CEO of Franklin Mountain Energy, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

5/27/24

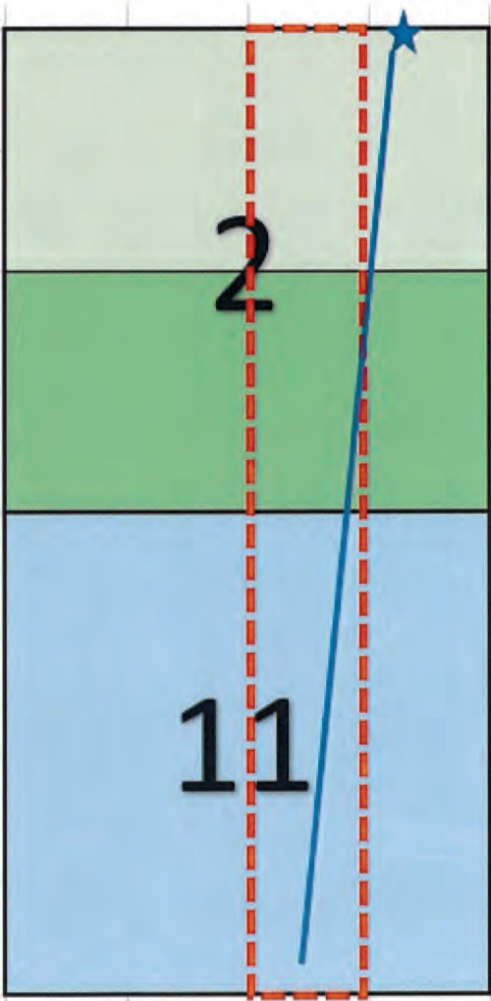
My Commission Expires


Notary Public

EXHIBIT “A”

Plat of communitized area covering **320** acres, more or less, in the
W/2E/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #704H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in W/2E/2 of Sections 2 & 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2NE/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2SE/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 11: W/2E/2 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

Township 26 South, Range 35 East, N.M.P.M.**Section 2: W/2****Section 11: W/2****Lea County, New Mexico**

Containing 640.00 acres, more or less, and this agreement shall include only the **Wolfcamp** Formation(s) underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

3. The operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

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

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

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

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

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

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

Statement of Written Consent by All Named Owners:

I, the undersigned, hereby certify, on behalf of Franklin Mountain Energy, LLC, the Operator of the proposed Communitization Agreement, that all working interest owners (i.e. the lessees of record and operating right owners) shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the working interest owners of Federal or Indian leases subject to the Communitization Agreement, and that the written consents of all the named owners have been obtained and will be made available to the BLM immediately upon request.

Operator & Working Interest Owner:

Franklin Mountain Energy, LLC

By: _____



Name: Craig R. Walters

Title: Chief Executive Officer

Date: _____

6/14/22

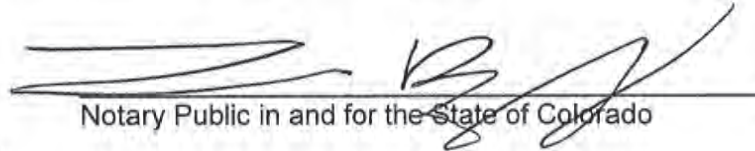
Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

THE STATE OF COLORADO

§
§
§

COUNTY OF DENVER

This instrument was acknowledged before me on this 14th day of June, 2022,
by Craig R. Walters, as Chief Executive Officer of Franklin Mountain Energy, LLC, a Delaware
corporation.



Notary Public in and for the State of Colorado

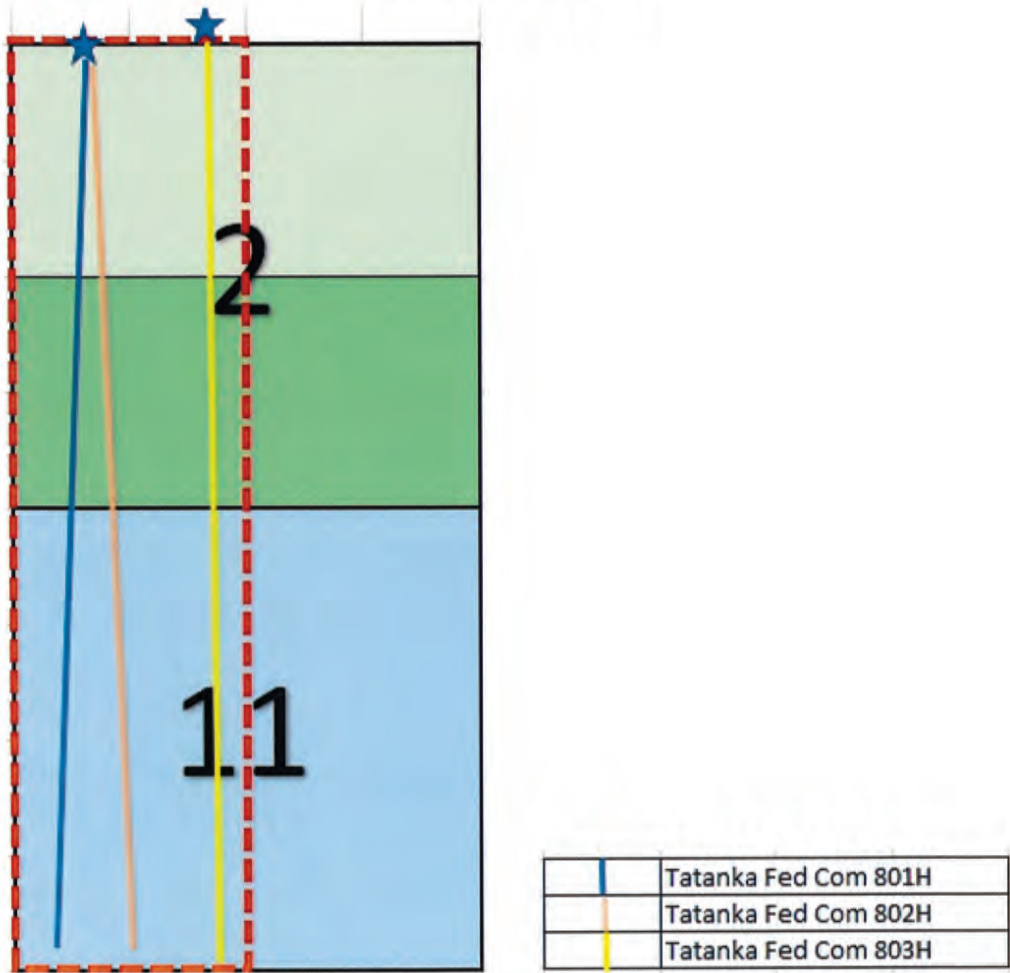


Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "A"

Plat of communized area covering 640 acres, more or less, in the
W/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #801H
Tatanka Fed Com #802H
Tatanka Fed Com #803H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mountain Energy, LLC - 100%
3	NMNM-12280	Franklin Mountain Energy, LLC - 100%

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in W2 of Section 2, & W2 of Section 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: NW/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: SW/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

Wolfcamp Formation
Tatanka Fed Com 801H, 802H, & 803H
W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 11: W/2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

Wolfcamp Formation
Tatanka Fed Com 801H, 802H, & 803H
W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	320.00	50.00%
Total	640.00	100.000000%

Wolfcamp Formation
Tatanka Fed Com 801H, 802H, & 803H
W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

Township 26 South, Range 35 East, N.M.P.M.

Section 2: W/2

Section 11: W/2

Lea County, New Mexico

Containing 640.00 acres, more or less, and this agreement shall include only the **Wolfcamp** Formation(s) underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

3. The operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

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

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

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

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

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

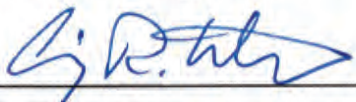
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Statement of Written Consent by All Named Owners:

I, the undersigned, hereby certify, on behalf of Franklin Mountain Energy, LLC, the Operator of the proposed Communitization Agreement, that all working interest owners (i.e. the lessees of record and operating right owners) shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the working interest owners of Federal or Indian leases subject to the Communitization Agreement, and that the written consents of all the named owners have been obtained and will be made available to the BLM immediately upon request.

Operator & Working Interest Owner:

Franklin Mountain Energy, LLC

By: 

Name: Craig R. Walters

Title: Chief Executive Officer

Date: 6/14/22

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

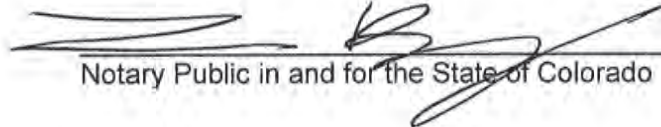
THE STATE OF COLORADO

§
§
§

COUNTY OF DENVER

This instrument was acknowledged before me on this 14th day of June, 2022,
by Craig R. Walters, as Chief Executive Officer of Franklin Mountain Energy, LLC, a Delaware
corporation.



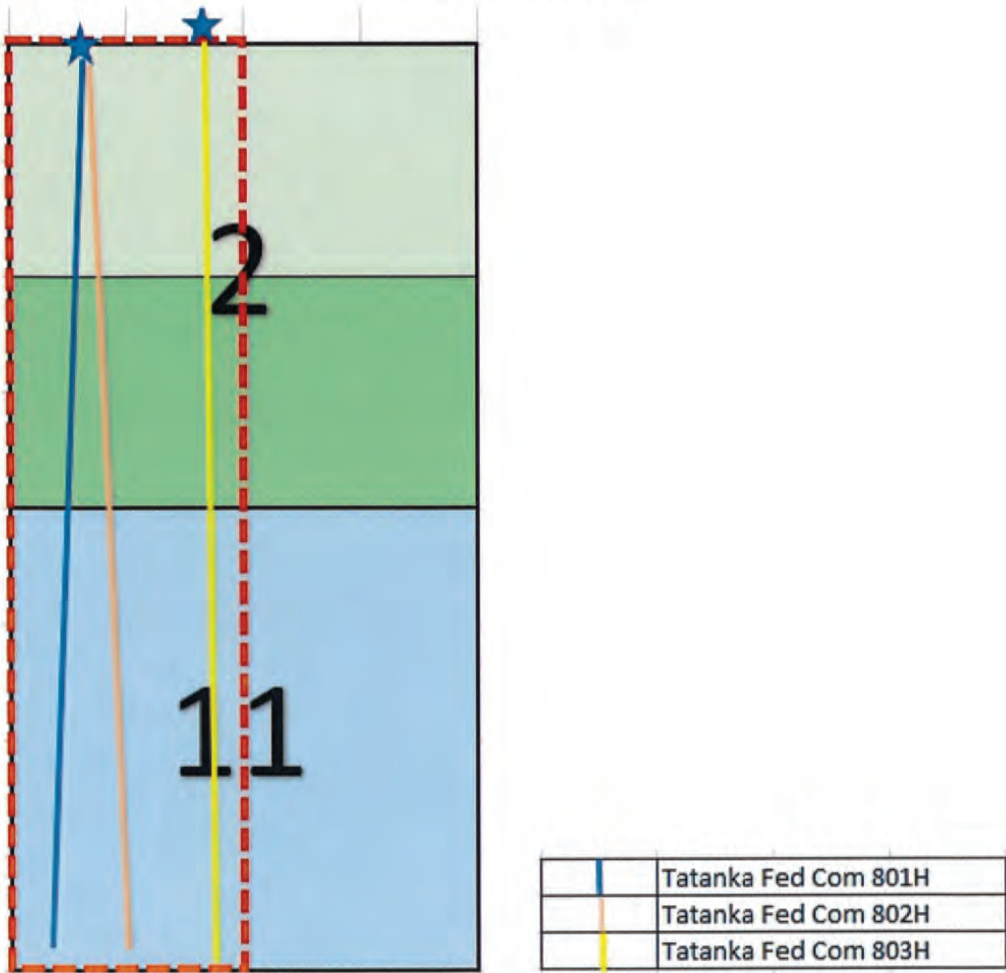

Notary Public in and for the State of Colorado

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "A"

Plat of communitized area covering 640 acres, more or less, in the
W/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #801H
Tatanka Fed Com #802H
Tatanka Fed Com #803H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mountain Energy, LLC - 100%
3	NMNM-12280	Franklin Mountain Energy, LLC - 100%

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in W2 of Section 2, & W2 of Section 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: NW/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: SW/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

Wolfcamp Formation
Tatanka Fed Com 801H, 802H, & 803H
W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 11: W/2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

Wolfcamp Formation
Tatanka Fed Com 801H, 802H, & 803H
W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	320.00	50.00%
Total	640.00	100.000000%

Wolfcamp Formation
Tatanka Fed Com 801H, 802H, & 803H
W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

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

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

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

Township 26 South, Range 35 East, N.M.P.M.**Section 2: W/2****Section 11: W/2****Lea County, New Mexico**

Containing 640.00 acres, more or less, and this agreement shall include only the **Wolfcamp** Formation(s) underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

3. The operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

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

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

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

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

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

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

Statement of Written Consent by All Named Owners:

I, the undersigned, hereby certify, on behalf of Franklin Mountain Energy, LLC, the Operator of the proposed Communitization Agreement, that all working interest owners (i.e. the lessees of record and operating right owners) shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the working interest owners of Federal or Indian leases subject to the Communitization Agreement, and that the written consents of all the named owners have been obtained and will be made available to the BLM immediately upon request.

Operator & Working Interest Owner:

Franklin Mountain Energy, LLC

By: 

Name: Craig R. Walters

Title: Chief Executive Officer

Date: 6/14/22

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

THE STATE OF COLORADO

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§
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COUNTY OF DENVER

This instrument was acknowledged before me on this 14th day of June, 2022,
by Craig R. Walters, as Chief Executive Officer of Franklin Mountain Energy, LLC, a Delaware
corporation.



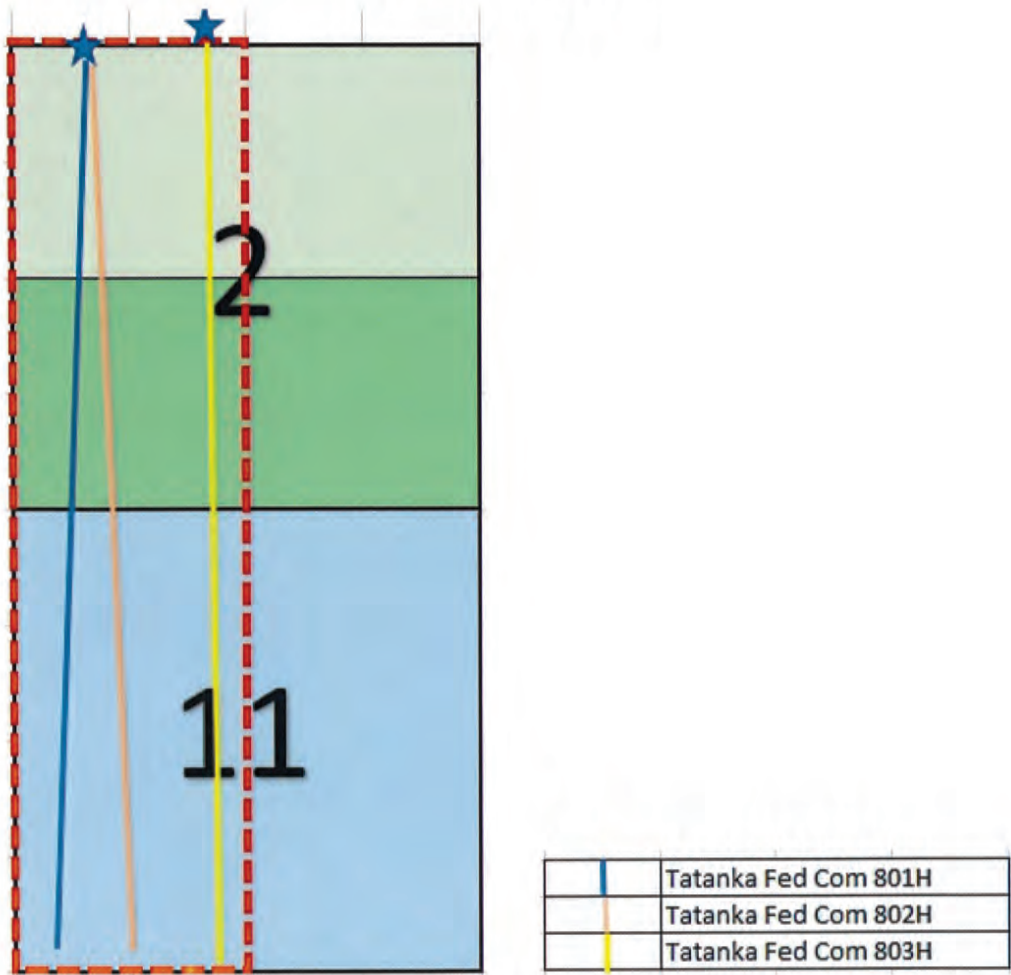

Notary Public in and for the State of Colorado

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "A"

Plat of communitized area covering 640 acres, more or less, in the
W/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #801H
Tatanka Fed Com #802H
Tatanka Fed Com #803H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mountain Energy, LLC - 100%
3	NMMN-12280	Franklin Mountain Energy, LLC - 100%

Tatanka Fed Com 801H, 802H & 803H
Wolfcamp Formation
W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in W2 of Section 2, & W2 of Section 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: NW/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: SW/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

Wolfcamp Formation
Tatanka Fed Com 801H, 802H, & 803H
W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

TRACT NO. 3:

Lease Serial Number: NMNM 12280
Lease Date: September 1, 1970
Lease Primary Term: Ten (10) years
Recordation: Not Recorded
Lessor: **United States of America**
Original Lessee: Bernard A. Winer, M.D.
Current Lessee: Franklin Mountain Energy, LLC – 100%
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
Section 11: W/2
Lea County, New Mexico
Number of Acres: 320.00
Royalty Rate: 12.5000%
WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
ORRI Owners: Franklin Mountain Royalty Investments, LLC
Bernard A. Winer, M.D.
David Grimes
Green Ribbon, Inc.
Lacy Dinsmoor Roop 1999 Rev. Management Trust
R. B. Freeman
Sandia Minerals, LLC
William J. Hopper
Young Minerals Company
Authority for Pooling: Federal Lease

Wolfcamp Formation
Tatanka Fed Com 801H, 802H, & 803H
W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	320.00	50.00%
Total	640.00	100.000000%

Wolfcamp Formation
Tatanka Fed Com 801H, 802H, & 803H
W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico



United States Department of the Interior



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

In Reply Refer To:
NMNM105774393
3105.2 (NM920)

Reference:
Communitization Agreement
Tatanka Fed Com #804H,
Section 2: W2E2;
Section 11: W2E2;
T.26 S., R.35 E., N.M.P.M.
Lea County, NM

Franklin Mountain Energy, LLC
44 Cook Street
Suite 1000
Denver, CO 80206

Enclosed is an approved copy of Communitization Agreement NMNM105774393 involving 160.00 acres of Federal land in lease NMNM012280 and 160.00 acres of state land, Lea County, New Mexico, which comprise a 320.00 acre well spacing unit.

The agreement communitizes all rights to all crude oil and associated natural gas from the Wolfcamp formation, only through the wellbore of the Tatanka Federal Com #804H (API #30-025-49884), beneath the W2E2 of Secs. 2 and 11 of T. 26 S., R. 35 E., NMPM, Lea County, NM, and is effective June 1, 2022. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

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

INTERIOR REGION 5 · MISSOURI BASIN
Kansas, Most of Montana, North Dakota,
Nebraska, South Dakota

**INTERIOR REGION 6 · ARKANSAS-
RIO GRANDE-TEXAS GULF**
Oklahoma, Texas

**INTERIOR REGION 7 · UPPER
COLORADO BASIN**
Colorado, New Mexico, Utah, Wyoming

If you have any questions regarding this approval, please contact Emily Tanner by email at etanner@blm.gov or by phone (505) 954-2158. Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.10.21
14:29:03 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (P0220-CFO, File Room)

NMSO (NM925, File)

NM STATE LAND COMM.

DETERMINATION - APPROVAL - CERTIFICATION

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

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM105774393 involving Federal Lease(s) NMNM012280. This Communitization Agreement is in Sec. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, New Mexico, for production of oil and gas producible from the Wolfcamp Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

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

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

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

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

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

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.10.21
14:29:26 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: June 1, 2022
Contract No.: NMNM105774393

JUL 21 2022

BLM, NMSO
SANTA FEFederal Communitization AgreementContract No. *NM NM 105774393*

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

WITNESSETH:

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

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

WHEREAS, the parties have drilled a Wolfcamp oil well designated the Tatanka Federal Com #804H, API: 30-025-49884 (Subject Well) in Sections 2 & 11 Township 26 South, Range 35 East

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

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

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

Township 26 South, Range 35 East, N.M.P.M.

Section 2: W/2E/2

Section 11: W/2E/2

Lea County, New Mexico

Containing **320.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the *oil and gas* hereafter referred to as

“communitized substances,” producible from such formation(s) and only through the well bore of **Tatanka Federal Com #804H, API: 30-025-49884**.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit “A”, a plat designating the communitized area and, Exhibit “B”, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the lessees of record and owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety insofar as the production from Tatanka Federal Com #804H, API: 30-025-49884 well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the Tatanka Federal Com #804H, API: 30-025-49884 well shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of the Tatanka Federal Com #804H, API: 30-025-49884 well for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized

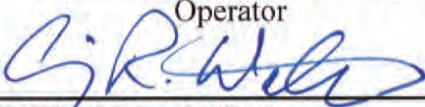
area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities from the Tatanka Federal Com #804H, API: 30-025-49884 well: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Tatanka Federal Com #804H, API: 30-025-49884 well are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

Franklin Mountain Energy, LLC
Operator

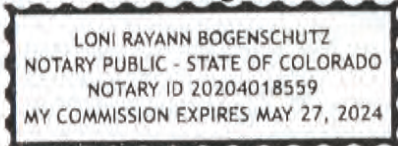
Date 7/11/22 By: 
Operator/Attorney-in-Fact

ACKNOWLEDGEMENT

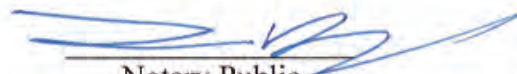
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 11th day of July, 2022, before me, a Notary Public for the State of _____, personally appeared Craig R. Walters, known to me to be the Chief Executive Officer of Franklin Mountain Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



5/27/24
My Commission Expires


Notary Public

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

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

By:
DateC.R. Walters
7/19/2022

Title:

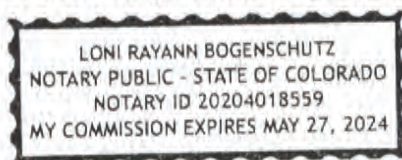
Craig R. Walters,
Chief Executive Officer**ACKNOWLEDGEMENT**STATE OF Colorado)

) ss.

COUNTY OF Denver)

On this 19th day of July, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig R. Walters, known to me to be the CEO of Franklin Mountain Energy, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

5/27/24

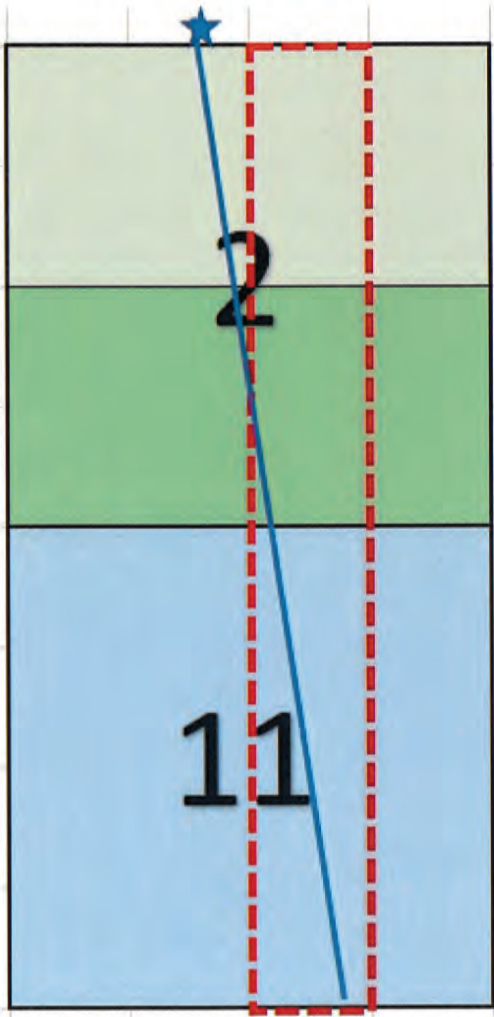
My Commission Expires

[Signature]
Notary Public

EXHIBIT “A”

Plat of communitized area covering **320** acres, more or less, in the
W/2E/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #804H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mountain Energy, LLC - 100%
3	NMNM-12280	Franklin Mountain Energy, LLC - 100%

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in W/2E/2 of Sections 2 & 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2NE/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2SE/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
 Lease Date: September 1, 1970
 Lease Primary Term: Ten (10) years
 Recordation: Not Recorded
 Lessor: **United States of America**
 Original Lessee: Bernard A. Winer, M.D.
 Current Lessee: Franklin Mountain Energy, LLC – 100%
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 11; W/2E/2
 Lea County, New Mexico
 Number of Acres: 160.00
 Royalty Rate: 12.5000%
 WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
 ORRI Owners: Franklin Mountain Royalty Investments, LLC
 Bernard A. Winer, M.D.
 David Grimes
 Green Ribbon, Inc.
 Lacy Dinsmoor Roop 1999 Rev. Management Trust
 R. B. Freeman
 Sandia Minerals, LLC
 William J. Hopper
 Young Minerals Company
 Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%



United States Department of the Interior



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

In Reply Refer To:
NMNM105770983
3105.2 (NM920)

AUG 22 2024

Reference:
Communitization Agreement
Tatanka Fed Com #805H
Section 2: E2.
Section 11: E2.
T. 26 S., R. 35 E., N.M.P.M.
Lea County, NM

Franklin Mountain Energy, LLC
Attn: Don Johnson
44 Cook Street, Suite 1000
Denver, CO 80206

Dear Mr. Johnson:

Enclosed is an approved copy of Communitization Agreement NMNM105770983 involving 320.00 acres of Federal land in lease NMNM012280 and 320.00 acres of State land, Lea County, New Mexico, which comprise a 640.00 acre well spacing unit.

The agreement communitizes all rights to all oil and gas from the Wolfcamp formation, only through the wellbore of the Tatanka Fed Com #805H (API No. 30-025-49885), beneath the E2 of secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, NM, and is effective June 1, 2022. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

2

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

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

KYLE
PARADIS

Digitally signed by KYLE
PARADIS
Date: 2024.08.22
14:07:56 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NMP020, (CFO, File Room)

NMSO (NM925, File)

NM STATE LAND COMM.

DETERMINATION - APPROVAL - CERTIFICATION

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

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM105770983 involving Federal Lease NMNM012280 and State land. This Communitization Agreement is in Secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, New Mexico, for production of oil and gas producible from the Wolfcamp Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

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

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

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

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

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

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.08.22
14:08:25 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: June 1, 2022
Contract No.: NMNM105770983

RECEIVED

Federal Communitization Agreement

JUN 17 2022

Contract No. *NMNM 105770983*BLM, NMSO
SANTA FE

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

WITNESSETH:

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

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

WHEREAS, the parties have drilled a Wolfcamp oil well designated the Tatanka Fed Com #805H, API: 30-025-49885 (Subject Well) in Section 2 & 11 Township 26 South, Range 35 East

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

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

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

Township 26 South, Range 35 East, N.M.P.M.

Section 2: E/2

Section 11: E/2

Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the *oil and gas* hereafter referred to as

“communitized substances,” producible from such formation(s) and only through the well bore of **Tatanka Fed Com #805H, API: 30-025-49885**.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit “A”, a plat designating the communitized area and, Exhibit “B”, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the lessees of record and owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety insofar as the production from Tatanka Fed Com #805H, API: 30-025-49885 well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the Tatanka Fed Com #805H, API: 30-025-49885 well shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of the Tatanka Fed Com #805H, API: 30-025-49885 well for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized

- area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is June 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities from the Tatanka Fed Com #805H, API: 30-025-49885 well: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Tatanka Fed Com #805H, API: 30-025-49885 well are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

Franklin Mountain Energy, LLC
Operator

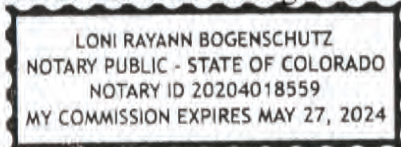
Date 6/14/22 By: [Signature]
Operator/Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig R. Walters, known to me to be the Chief Executive Officer of Franklin Mountain Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



5/27/24
My Commission Expires

[Signature]
Notary Public

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

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

By: _____

Date 6/14/22

Title: _____

Craig R. Walters,
Chief Executive Officer

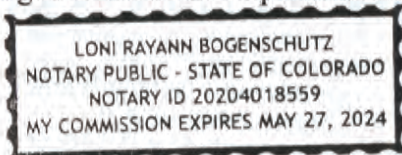
ACKNOWLEDGEMENTSTATE OF Colorado)

) ss.

COUNTY OF Denver)

On this 14th day of June, 2022 before me, a Notary Public for the State of Colorado, personally appeared Craig Walters, known to me to be the CEO of FME, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



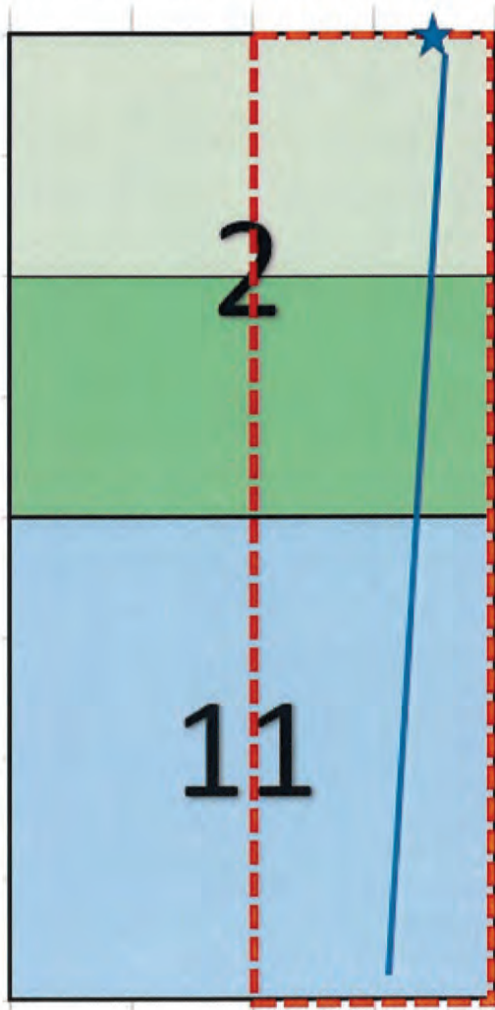
5/27/24
My Commission Expires

Notary Public

EXHIBIT "A"

Plat of communitized area covering **640** acres, more or less, in the
E/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #805H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mountain Energy, LLC - 100%
3	NMNM-12280	Franklin Mountain Energy, LLC - 100%

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in E2 of Sections 2 & 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: NE/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: SE/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
 Lease Date: September 1, 1970
 Lease Primary Term: Ten (10) years
 Recordation: Not Recorded
 Lessor: **United States of America**
 Original Lessee: Bernard A. Winer, M.D.
 Current Lessee: Franklin Mountain Energy, LLC – 100%
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 11: E/2
 Lea County, New Mexico
 Number of Acres: 320.00
 Royalty Rate: 12.5000%
 WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
 ORRI Owners: Franklin Mountain Royalty Investments, LLC
 Bernard A. Winer, M.D.
 David Grimes
 Green Ribbon, Inc.
 Lacy Dinsmoor Roop 1999 Rev. Management Trust
 R. B. Freeman
 Sandia Minerals, LLC
 William J. Hopper
 Young Minerals Company
 Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	320.00	50.00%
Total	640.00	100.000000%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

WHEREAS, the parties have drilled a Wolfcamp oil well designated the Tatanka FedCom #806H, API: 30-025-49886 (Subject Well) in Section 2 & 11 Township 26 South, Range 35 East

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

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

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

Township 26 South, Range 35 East, N.M.P.M.
Section 2: E/2
Section 11: E/2
Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the *oil and gas* hereafter referred to as

"communitized substances," producible from such formation(s) and only through the well bore of **Tatanka Fed Com #806H, API: 30-025-49886**.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety insofar as the production from Tatanka Fed Com #806H, API: 30-025-49886 well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the Tatanka Fed Com #806H, API: 30-025-49886 well shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 1/2 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of the Tatanka Fed Com #806H, API: 30-025-49886 well for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized

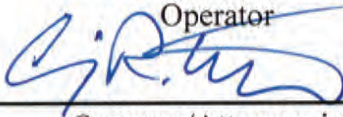
area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities from the Tatanka Fed Com #806H, API: 30-025-49886 well: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Tatanka Fed Com #806H, API: 30-025-49886 well are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

Franklin Mountain Energy, LLC
Operator

By: 
Operator/Attorney-in-Fact

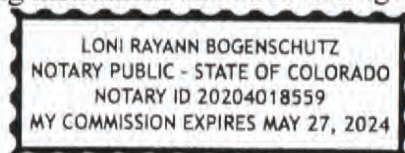
6/14/22
Date

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig R. Walters, known to me to be the Chief Executive Officer of Franklin Mountain Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



5/27/2024
My Commission Expires


Notary Public

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

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

6/14/22
Date

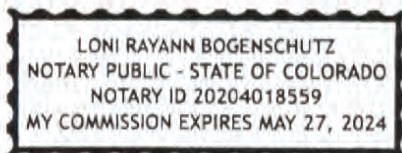
By: C.R. Walters
Title: Craig R. Walters,
Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig Walters, known to me to be the CEO of FME, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



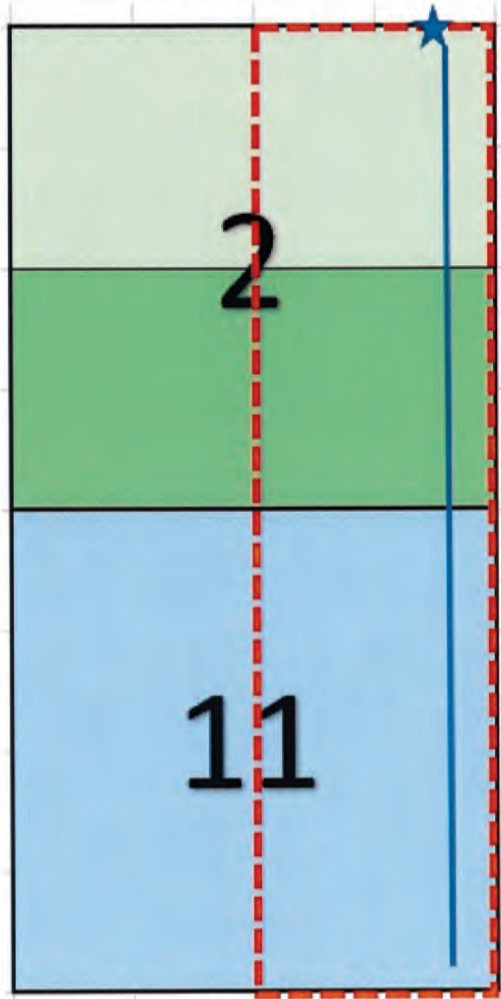
5/27/24
My Commission Expires

[Signature]
Notary Public

EXHIBIT "A"

Plat of communitized area covering **640** acres, more or less, in the
E/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #806H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mountain Energy, LLC - 100%
3	NMMN-12280	Franklin Mountain Energy, LLC - 100%

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in E2 of Sections 2 & 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: NE/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: SE/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 11: E/2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	320.00	50.00%
Total	640.00	100.000000%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

WHEREAS, the parties have drilled a Wolfcamp oil well designated the Tatanka FedCom #806H, API: 30-025-49886 (Subject Well) in Section 2 & 11 Township 26 South, Range 35 East

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

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

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

Township 26 South, Range 35 East, N.M.P.M.

Section 2: E/2

Section 11: E/2

Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the *oil and gas* hereafter referred to as

"communitized substances," producible from such formation(s) and only through the well bore of **Tatanka Fed Com #806H, API: 30-025-49886**.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety insofar as the production from Tatanka Fed Com #806H, API: 30-025-49886 well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the Tatanka Fed Com #806H, API: 30-025-49886 well shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

If the communitized area approved in this Agreement contains unleased Federal lands, the value of 1/8th or 12 1/2 percent for the Federal lands, of the production that would be allocated to such Federal lands, described above, if such lands were leased, committed and entitled to participation, shall be payable as compensatory royalties to the Federal government. The remaining 7/8th should be placed into an escrow account set up by the operator. Parties to the Agreement holding working interest in committed leases within the applicable communitized area are responsible for such royalty payments on the volume of the production reallocated from the unleased Federal lands to their communitized tracts as set forth in Exhibit "B" attached hereto. The value of such production subject to the payment of said royalties shall be determined pursuant to the method set forth in 30 CFR Part 1206 for the unleased Federal lands. Payment of compensatory royalties on the production reallocated from the unleased Federal lands to the committed tracts within the communitized area shall fulfill the Federal royalty obligation for such production. Payment of compensatory royalties, as provided herein, shall accrue

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of the Tatanka Fed Com #806H, API: 30-025-49886 well for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized

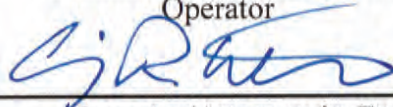
area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities from the Tatanka Fed Com #806H, API: 30-025-49886 well: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Tatanka Fed Com #806H, API: 30-025-49886 well are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

Franklin Mountain Energy, LLC
Operator

By: 
Operator/Attorney-in-Fact

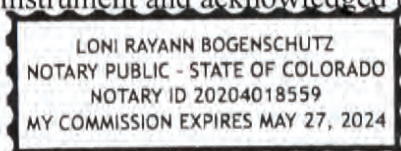
6/14/22
Date

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig R. Walters, known to me to be the Chief Executive Officer of Franklin Mountain Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



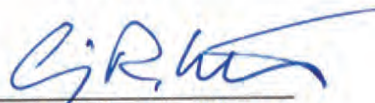
5/27/24
My Commission Expires


Notary Public

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

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

6/14/22
Date

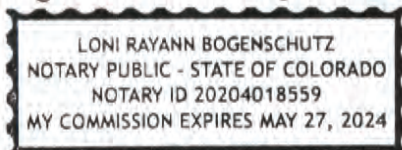
By: 
Title: Craig B. Walters,
Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig Walters CEO, known to me to be the CEO of FME, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



5/27/24
My Commission Expires

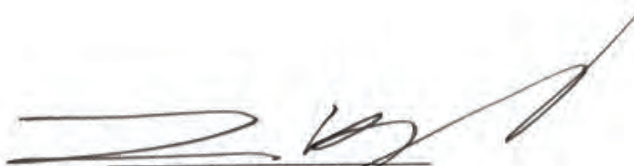
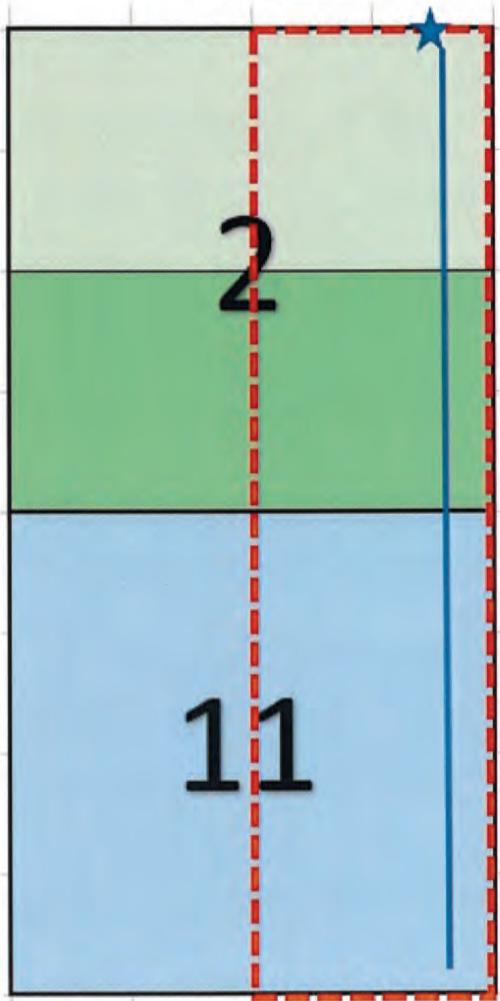

Notary Public

EXHIBIT "A"

Plat of communitized area covering 640 acres, more or less, in the
E/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #806H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mountain Energy, LLC - 100%
3	NMNM-12280	Franklin Mountain Energy, LLC - 100%

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in E2 of Sections 2 & 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: NE/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: SE/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 11; E/2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	320.00	50.00%
Total	640.00	100.000000%

Federal Communitization Agreement

Contract No. _____

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

WITNESSETH:

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

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

WHEREAS, the parties have drilled a Wolfcamp oil well designated the Tatanka FedCom #806H, API: 30-025-49886 (Subject Well) in Section 2 & 11 Township 26 South, Range 35 East

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

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

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

Township 26 South, Range 35 East, N.M.P.M.

Section 2: E/2

Section 11: E/2

Lea County, New Mexico

Containing **640.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the *oil and gas* hereafter referred to as

“communitized substances,” producible from such formation(s) and only through the well bore of **Tatanka Fed Com #806H, API: 30-025-49886**.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit “A”, a plat designating the communitized area and, Exhibit “B”, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the lessees of record and owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety insofar as the production from Tatanka Fed Com #806H, API: 30-025-49886 well is concerned, with the understanding and agreement between the parties hereto that all communitized substances produced from the Tatanka Fed Com #806H, API: 30-025-49886 well shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

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

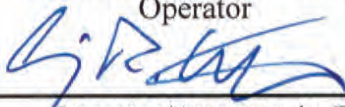
6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of the Tatanka Fed Com #806H, API: 30-025-49886 well for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized

- area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is June 1, 2022, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities from the Tatanka Fed Com #806H, API: 30-025-49886 well: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the Tatanka Fed Com #806H, API: 30-025-49886 well are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2- year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
 12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

Franklin Mountain Energy, LLC
Operator

By: 
Operator/Attorney-in-Fact

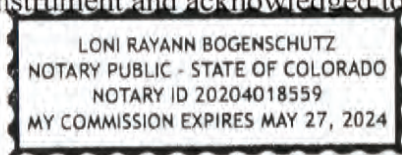
6/14/22
Date

ACKNOWLEDGEMENT

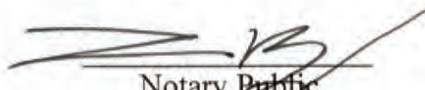
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig R. Walters, known to me to be the Chief Executive Officer of Franklin Mountain Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



5/27/24
My Commission Expires


Notary Public

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

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

Date

6/14/22

By:

By: C.R. Walters
Title: Craig R. Walters,
Chief Executive Officer**ACKNOWLEDGEMENT**STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 14th day of June, 2022, before me, a Notary Public for the State of Colorado, personally appeared Craig Walters, known to me to be the CEO of FME, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

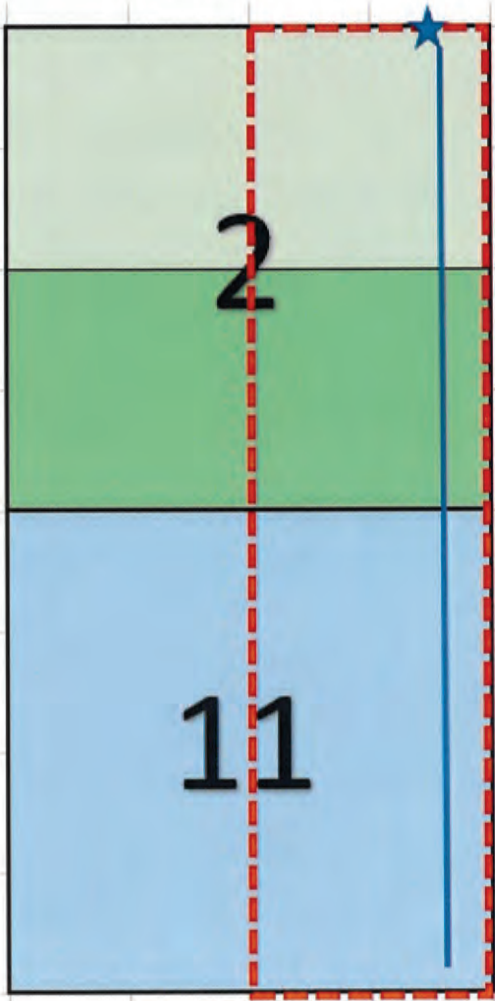
LONI RAYANN BOGENSCHUTZ
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20204018559
MY COMMISSION EXPIRES MAY 27, 2024

5/27/24
My Commission Expires[Signature]
Notary Public

EXHIBIT “A”

Plat of communitized area covering **640** acres, more or less, in the
E/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #806H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mountain Energy, LLC - 100%
3	NMNM-12280	Franklin Mountain Energy, LLC - 100%

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in E2 of Sections 2 & 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: NE/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: SE/4 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rates:	18.75%

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 11: E/2 Lea County, New Mexico
Number of Acres:	320.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	320.00	50.00%
Total	640.00	100.000000%



United States Department of the Interior

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



In Reply Refer To:
NMNM105770975
3105.2 (NM920)

AUG 22 2024

Reference:
Communitization Agreement
Tatanka Fed Com #501H, #601H
T. 26 S., R. 35 E., N.M.P.M.
Section 2: W2W2.
Section 11: W2W2.
Lea County, NM

Franklin Mountain Energy, LLC
Attn: Don Johnson
44 Cook Street, Suite 1000
Denver, CO 80206

Dear Mr. Johnson:

Enclosed is an approved copy of Communitization Agreement NMNM105770975 involving 160.00 acres of Federal land in lease NMNM012280 and 160.00 acres of State land, Lea County, New Mexico, which comprise a 320.00 acre well spacing unit.

The agreement communitizes all rights to oil and gas from the Bone Spring formation beneath the W2W2 of secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, NM, and is effective June 1, 2022. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

2

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

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.08.22
14:20:56 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver
NM Taxation & Revenue Dept. (Revenue Processing Div.)
NMOCD
NM (9200)
NMP020, (CFO, File Room)
NMSO (NM925, File)
NM STATE LAND COMM.

DETERMINATION - APPROVAL - CERTIFICATION

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

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM105770975 involving Federal Lease NMNM012280 and State land. This Communitization Agreement is in Secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, New Mexico, for production of oil and gas producible from the Bone Spring Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

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

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

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

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

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

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.08.22
14:21:22 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: June 1, 2022
Contract No.: NMNM105770975

RECEIVED

JUN 17 2022

Federal Communitization AgreementContract No. NMMN 105770975BLM, NMSO
SANTA FE

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

WITNESSETH:

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

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

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

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

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

Township 26 South, Range 35 East, N.M.P.M.**Section 2: W/2W/2****Section 11: W/2W/2****Lea County, New Mexico**

Containing 320.00 acres, more or less, and this agreement shall include only the **Bone Spring** Formation(s) underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

Tatanka Fed Com 501H & 601H
Bone Spring Formation
W/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

3. The operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

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

Tatanka Fed Com 501H & 601H
Bone Spring Formation
W/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

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

Tatanka Fed Com 501H & 601H
Bone Spring Formation
W/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

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

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

Statement of Written Consent by All Named Owners:

I, the undersigned, hereby certify, on behalf of Franklin Mountain Energy, LLC, the Operator of the proposed Communitization Agreement, that all working interest owners (i.e. the lessees of record and operating right owners) shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the working interest owners of Federal or Indian leases subject to the Communitization Agreement, and that the written consents of all the named owners have been obtained and will be made available to the BLM immediately upon request.

Operator & Working Interest Owner:
Franklin Mountain Energy, LLC

By: 

Name: Craig R. Walters

Title: Chief Executive Officer

Date: 6/14/22

Tatanka Fed Com 501H & 601H
Bone Spring Formation
W/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

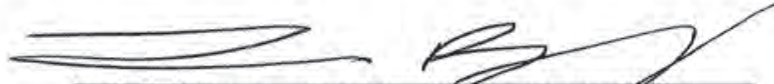
THE STATE OF COLORADO

§
§
§

COUNTY OF DENVER

This instrument was acknowledged before me on this 14th day of June, 2022,
by Craig R. Walters, as Chief Executive Officer of Franklin Mountain Energy, LLC, a Delaware
corporation.




Notary Public in and for the State of Colorado

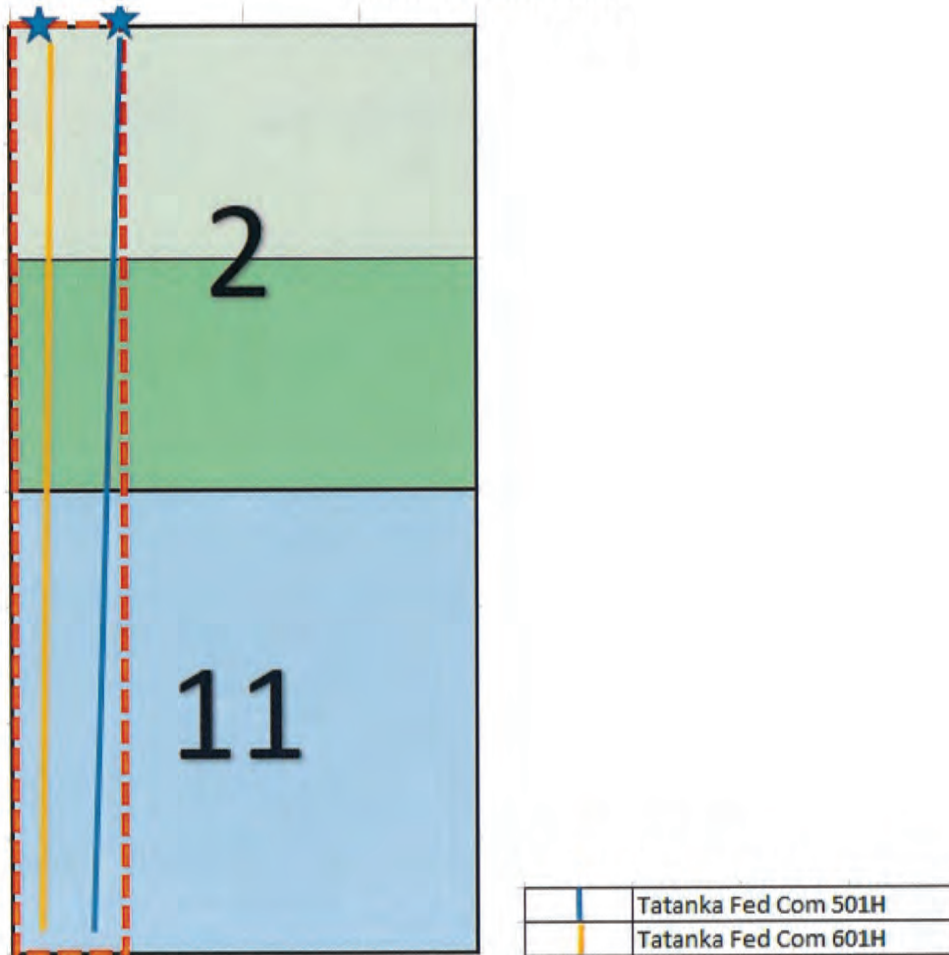
Tatanka Fed Com 501H & 601H
Bone Spring Formation
W/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "A"

Plat of communitized area covering **320** acres, more or less, in the
W/2W/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #501H

Tatanka Fed Com #601H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

Tatanka Fed Com 501H & 601H
Bone Spring Formation
W/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "B"

To Communitization Agreement Dated June 1, 2022, embracing the following described land in W2W2 of Section 2, & W2W2 of Section 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2NW/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2SW/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

Bone Spring Formation
Tatanka Fed Com 501H & 601H
W2W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 11: W/2W/2 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

Bone Spring Formation
Tatanka Fed Com 501H & 601H
W2W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%

Bone Spring Formation
Tatanka Fed Com 501H & 601H
W2W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico



United States Department of the Interior

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



In Reply Refer To:
NMNM105770976
3105.2 (NM920)

AUG 22 2024

Reference:
Communitization Agreement
Tatanka Fed Com #502H, #602H
T. 26 S., R. 35 E., N.M.P.M.
Section 2: E2W2.
Section 11: E2W2.
Lea County, NM

Franklin Mountain Energy, LLC
Attn: Don Johnson
44 Cook Street, Suite 1000
Denver, CO 80206

Dear Mr. Johnson:

Enclosed is an approved copy of Communitization Agreement NMNM105770976 involving 160.00 acres of Federal land in lease NMNM012280 and 160.00 acres of State land, Lea County, New Mexico, which comprise a 320.00 acre well spacing unit.

The agreement communitizes all rights to oil and gas from the Bone Spring formation beneath the E2W2 of secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, NM, and is effective June 1, 2022. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

2

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

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.08.22
14:19:44 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NMP020, (CFO, File Room)

NMSO (NM925, File)

NM STATE LAND COMM.

DETERMINATION - APPROVAL - CERTIFICATION

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

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM105770976 involving Federal Lease NMNM012280 and State land. This Communitization Agreement is in Secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, New Mexico, for production of oil and gas producible from the Bone Spring Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

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

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

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

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

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

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.08.22
14:20:07 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: June 1, 2022
Contract No.: NMNM105770976

RECEIVED

JUN 17 2022

Federal Communitization AgreementBLM, NMSO
SANTA FEContract No. NMNM105770976

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

WITNESSETH:

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

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

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

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

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

Township 26 South, Range 35 East, N.M.P.M.**Section 2: E/2W/2****Section 11: E/2W/2****Lea County, New Mexico**

Containing 320.00 acres, more or less, and this agreement shall include only the **Bone Spring** Formation(s) underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

Tatanka Fed Com 502H & 602H
Bone Spring Formation
E/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

3. The operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

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

Tatanka Fed Com 502H & 602H
Bone Spring Formation
E/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

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

Tatanka Fed Com 502H & 602H
Bone Spring Formation
E/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

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

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

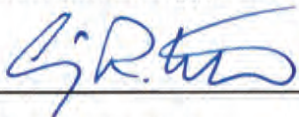
Statement of Written Consent by All Named Owners:

I, the undersigned, hereby certify, on behalf of Franklin Mountain Energy, LLC, the Operator of the proposed Communitization Agreement, that all working interest owners (i.e. the lessees of record and operating right owners) shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the working interest owners of Federal or Indian leases subject to the Communitization Agreement, and that the written consents of all the named owners have been obtained and will be made available to the BLM immediately upon request.

Operator & Working Interest Owner:

Franklin Mountain Energy, LLC

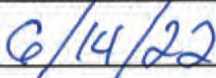
By: _____



Name: Craig R. Walters

Title: Chief Executive Officer

Date: _____



Tatanka Fed Com 502H & 602H
Bone Spring Formation
E/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

THE STATE OF COLORADO

§
§
§

COUNTY OF DENVER

This instrument was acknowledged before me on this 14th day of June, 2022,
by Craig R. Walters, as Chief Executive Officer of Franklin Mountain Energy, LLC, a Delaware
corporation.




Notary Public in and for the State of Colorado

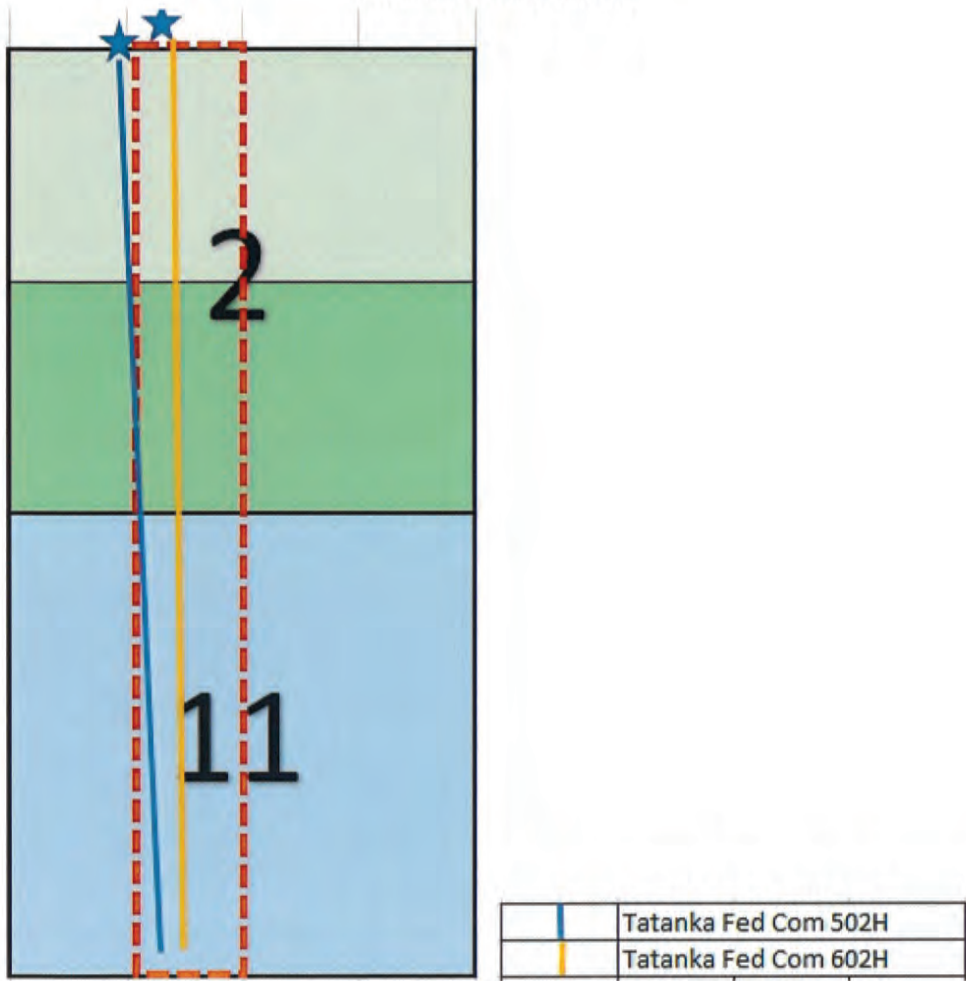
Tatanka Fed Com 502H & 602H
Bone Spring Formation
E/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "A"

Plat of communitized area covering 320 acres, more or less, in the
E/2W/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #502H

Tatanka Fed Com #602H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
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Tatanka Fed Com 502H & 602H
Bone Spring Formation
E/2W/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in E2W2 of Section 2, & E2W2 of Section 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
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Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: E/2NW/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: E/2SW/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

Bone Spring Formation
Tatanka Fed Com 502H & 602H
E2W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 11: E/2W/2 Lea County, New Mexico
Number of Acres:	160.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

Bone Spring Formation
Tatanka Fed Com 502H & 602H
E2W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%

Bone Spring Formation
Tatanka Fed Com 502H & 602H
E2W2 Section 2 & 11, T26S-R35E
Lea County, New Mexico



United States Department of the Interior



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

In Reply Refer To:
NMNM105770977
3105.2 (NM920)

AUG 22 2024

Reference:
Communitization Agreement
Tatanka Fed Com #503H, #603H
T. 26 S., R. 35 E., N.M.P.M.
Section 2: W2E2.
Section 11: W2E2.
Lea County, NM

Franklin Mountain Energy, LLC
Attn: Don Johnson
44 Cook Street, Suite 1000
Denver, CO 80206

Dear Mr. Johnson:

Enclosed is an approved copy of Communitization Agreement NMNM105770977 involving 160.00 acres of Federal land in lease NMNM012280 and 160.00 acres of State land, Lea County, New Mexico, which comprise a 320.00 acre well spacing unit.

The agreement communitizes all rights to oil and gas from the Bone Spring formation beneath the W2E2 of secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, NM, and is effective June 1, 2022. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

2

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

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.08.22
14:14:37 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NMP020, (CFO, File Room)

NMSO (NM925, File)

NM STATE LAND COMM.

DETERMINATION - APPROVAL - CERTIFICATION

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

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM105770977 involving Federal Lease NMNM012280 and State land. This Communitization Agreement is in Secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, New Mexico, for production of oil and gas producible from the Bone Spring Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

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

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

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

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

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

KYLE
PARADIS

Digitally signed by KYLE
PARADIS
Date: 2024.08.22
14:15:00 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: June 1, 2022
Contract No.: NMNM105770977

RECEIVED

JUN 17 2022

Federal Communitization AgreementBLM, NMSO
SANTA FEContract No. NMNM 105770 977

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

WITNESSETH:

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

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

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

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

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

Township 26 South, Range 35 East, N.M.P.M.**Section 2: W/2E/2****Section 11: W/2E/2****Lea County, New Mexico**

Containing 320.00 acres, more or less, and this agreement shall include only the **Bone Spring** Formation(s) underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

Tatanka Fed Com 503H & 603H
Bone Spring Formation
W/2E/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

3. The operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

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

Tatanka Fed Com 503H & 603H
Bone Spring Formation
W/2E/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

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

Tatanka Fed Com 503H & 603H
Bone Spring Formation
W/2E/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

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

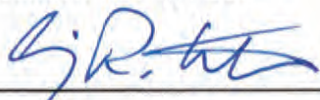
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Statement of Written Consent by All Named Owners:

I, the undersigned, hereby certify, on behalf of Franklin Mountain Energy, LLC, the Operator of the proposed Communitization Agreement, that all working interest owners (i.e. the lessees of record and operating right owners) shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the working interest owners of Federal or Indian leases subject to the Communitization Agreement, and that the written consents of all the named owners have been obtained and will be made available to the BLM immediately upon request.

Operator & Working Interest Owner:
Franklin Mountain Energy, LLC

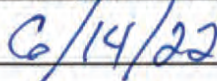
By: _____



Name: Craig R. Walters

Title: Chief Executive Officer

Date: _____



Tatanka Fed Com 503H & 603H
Bone Spring Formation
W/2E/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

THE STATE OF COLORADO

§
§
§

COUNTY OF DENVER

This instrument was acknowledged before me on this 14th day of June, 2022,
by Craig R. Walters, as Chief Executive Officer of Franklin Mountain Energy, LLC, a Delaware
corporation.




Notary Public in and for the State of Colorado

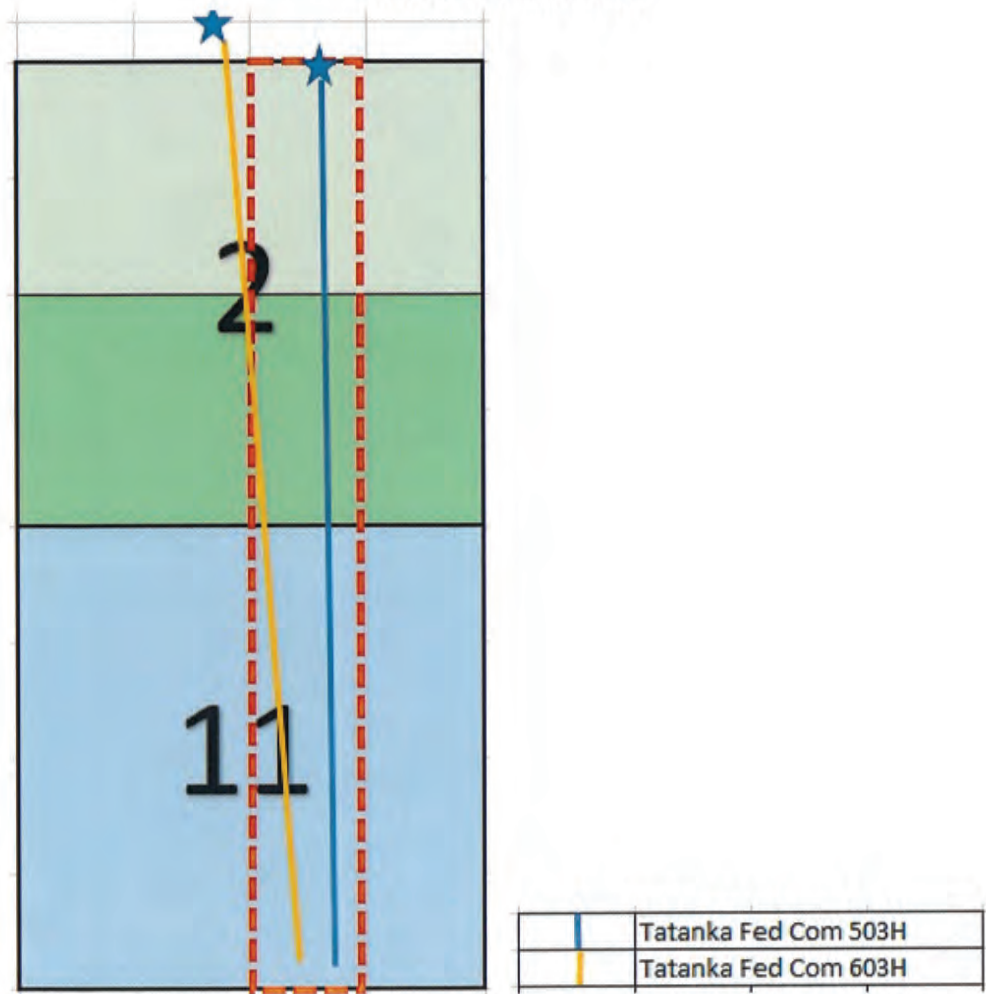
Tatanka Fed Com 503H & 603H
Bone Spring Formation
W/2E/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "A"

Plat of communitized area covering 320 acres, more or less, in the
W/2E/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #503H

Tatanka Fed Com #603H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

Tatanka Fed Com 503H & 603H
Bone Spring Formation
W/2E/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "B"

To Communitization Agreement Dated June 1st, 2022, embracing the following described land in W2E2 of Section 2, & W2E2 of Section 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2NE/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2SE/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

Bone Spring Formation
Tatanka Fed Com 503H & 603H
W2E2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

TRACT NO. 3:

Lease Serial Number: NMNM 12280
Lease Date: September 1, 1970
Lease Primary Term: Ten (10) years
Recordation: Not Recorded
Lessor: **United States of America**
Original Lessee: Bernard A. Winer, M.D.
Current Lessee: Franklin Mountain Energy, LLC – 100%
Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
Section 11: W/2E/2
Lea County, New Mexico
Number of Acres: 160.00
Royalty Rate: 12.5000%
WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
ORRI Owners: Franklin Mountain Royalty Investments, LLC
Bernard A. Winer, M.D.
David Grimes
Green Ribbon, Inc.
Lacy Dinsmoor Roop 1999 Rev. Management Trust
R. B. Freeman
Sandia Minerals, LLC
William J. Hopper
Young Minerals Company
Authority for Pooling: Federal Lease

Bone Spring Formation
Tatanka Fed Com 503H & 603H
W2E2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%

Bone Spring Formation
Tatanka Fed Com 503H & 603H
W2E2 Section 2 & 11, T26S-R35E
Lea County, New Mexico



United States Department of the Interior



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

In Reply Refer To:
NMNM105770978
3105.2 (NM920)

AUG 22 2024

Reference:
Communitization Agreement
Tatanka Fed Com #504H, #604H
T. 26 S., R. 35 E., N.M.P.M.
Section 2: E2E2.
Section 11: E2E2.
Lea County, NM

Franklin Mountain Energy, LLC
Attn: Don Johnson
44 Cook Street, Suite 1000
Denver, CO 80206

Dear Mr. Johnson:

Enclosed is an approved copy of Communitization Agreement NMNM105770978 involving 160.00 acres of Federal land in lease NMNM012280 and 160.00 acres of State land, Lea County, New Mexico, which comprise a 320.00 acre well spacing unit.

The agreement communitizes all rights to oil and gas from the Bone Spring formation beneath the E2E2 of secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, NM, and is effective June 1, 2022. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

2

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

If you have any questions regarding this approval, please contact Elizabeth Rivera at (505) 954-2162.

Please furnish all interested principals with appropriate evidence of this approval.

Sincerely,

KYLE
PARADIS

Digitally signed by
KYLE PARADIS
Date: 2024.08.22
14:06:24 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

NM Taxation & Revenue Dept. (Revenue Processing Div.)

NMOCD

NM (9200)

NMP020, (CFO, File Room)

NMSO (NM925, File)

NM STATE LAND COMM.

DETERMINATION - APPROVAL - CERTIFICATION

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

- A. Determine and certify that the plan of development and operation contemplated in the attached Communitization Agreement is necessary, advisable, and in the public interest for the purpose of more properly conserving the natural resources.
- B. Approve the attached Communitization Agreement NMNM105770978 involving Federal Lease NMNM012280 and State land. This Communitization Agreement is in Secs. 2 and 11, T. 26 S., R. 35 E., NMPM, Lea County, New Mexico, for production of oil and gas producible from the Bone Spring Formation.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said Communitization Agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the Communitization Agreement.

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

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

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

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

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

KYLE
PARADIS

Digitally signed
by KYLE PARADIS
Date: 2024.08.22
14:06:59 -06'00'

Kyle Paradis
Branch Chief of Reservoir Management
Division of Minerals

Effective: June 1, 2022
Contract No.: NMNM105770978

RECEIVED

JUN 17 2022

Federal Communitization AgreementContract No. NMNM 105770978BLM, NMSO
SANTA FE

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

WITNESSETH:

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

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

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

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

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

Township 26 South, Range 35 East, N.M.P.M.
Section 2: E/2E/2
Section 11: E/2E/2
Lea County, New Mexico

Containing 320.00 acres, more or less, and this agreement shall include only the **Bone Spring** Formation(s) underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

Tatanka Fed Com 504H & 604H
Bone Spring Formation
E/2E/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

3. The operator of the communitized area shall be **Franklin Mountain Energy, LLC**, 44 Cook Street, Suite 1000, Denver, CO 80206. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal or Indian lands included within the CA area are to be paid into the appropriate Unleased Lands Account or Indian Trust Account by the designated operator until the land is leased or ownership is established.

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

Tatanka Fed Com 504H & 604H
Bone Spring Formation
E/2E/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

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

Tatanka Fed Com 504H & 604H
Bone Spring Formation
E/2E/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

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

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

Statement of Written Consent by All Named Owners:

I, the undersigned, hereby certify, on behalf of Franklin Mountain Energy, LLC, the Operator of the proposed Communitization Agreement, that all working interest owners (i.e. the lessees of record and operating right owners) shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the working interest owners of Federal or Indian leases subject to the Communitization Agreement, and that the written consents of all the named owners have been obtained and will be made available to the BLM immediately upon request.

Operator & Working Interest Owner:
Franklin Mountain Energy, LLC

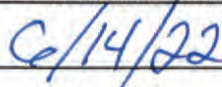
By: _____



Name: Craig R. Walters

Title: Chief Executive Officer

Date: _____



Tatanka Fed Com 504H & 604H
Bone Spring Formation
E/2E/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

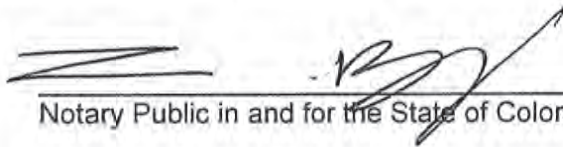
THE STATE OF COLORADO

§
§
§

COUNTY OF DENVER

This instrument was acknowledged before me on this 14th day of June, 2022,
by Craig R. Walters, as Chief Executive Officer of Franklin Mountain Energy, LLC, a Delaware
corporation.




Notary Public in and for the State of Colorado

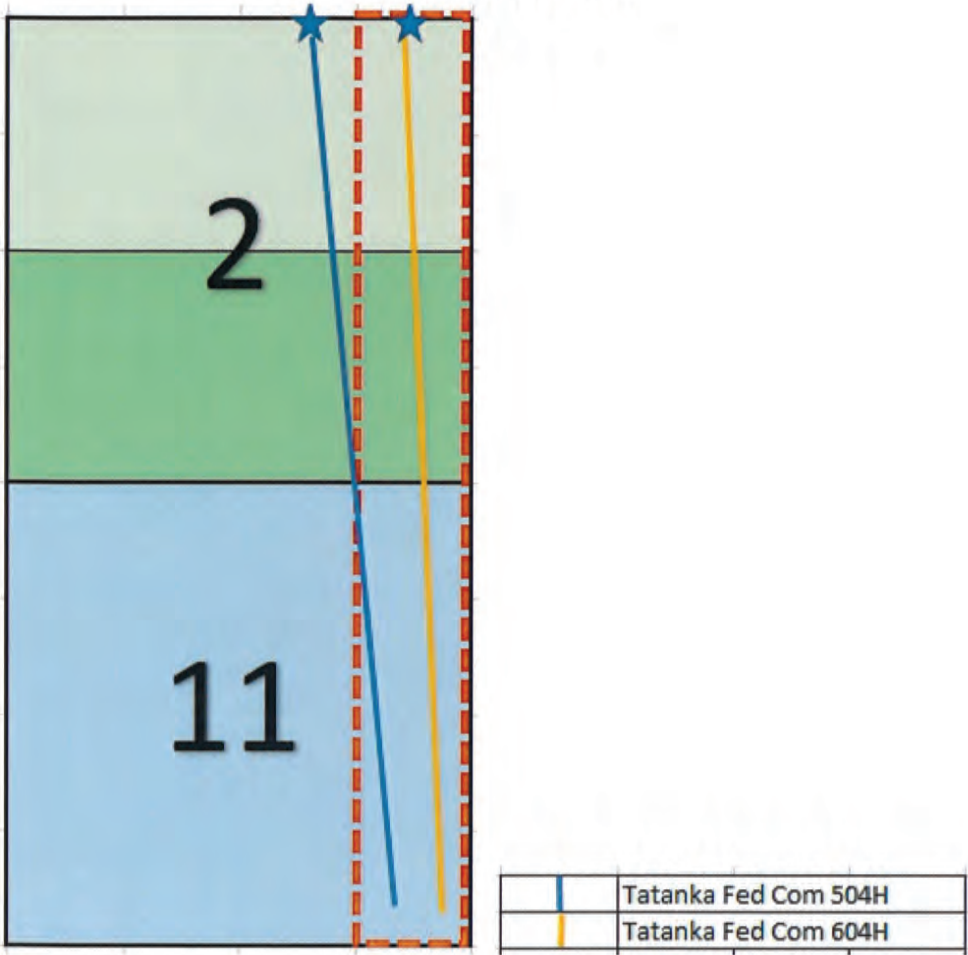
Tatanka Fed Com 504H & 604H
Bone Spring Formation
E/2E/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "A"

Plat of communitized area covering 320 acres, more or less, in the
E/2E/2 of Sections 2 & 11, Township 26 South, Range 35 East,
Lea County, New Mexico.
Well Name/No.

Tatanka Fed Com #504H

Tatanka Fed Com #604H



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

Tatanka Fed Com 504H & 604H
Bone Spring Formation
E/2E/2 Sections 2 & 11-26S-35E
Lea County, New Mexico

EXHIBIT "B"

To Communitization Agreement Dated **June 1st, 2022**, embracing the following described land in E2E2 of Section 2, & E2E2 of Section 11, Township 26 South, Range 35 East, Lea County, New Mexico.

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: E/2NE/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC - 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: E/2SE/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%

Bone Spring Formation
Tatanka Fed Com 504H & 604H
E2E2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

TRACT NO. 3:

Lease Serial Number:	NMNM 12280
Lease Date:	September 1, 1970
Lease Primary Term:	Ten (10) years
Recordation:	Not Recorded
Lessor:	United States of America
Original Lessee:	Bernard A. Winer, M.D.
Current Lessee:	Franklin Mountain Energy, LLC – 100%
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> <u>Section 11: E/2E/2</u> Lea County, New Mexico
Number of Acres:	160.00
Royalty Rate:	12.5000%
WI Owners Names and Interests:	Franklin Mountain Energy, LLC – 100%
ORRI Owners:	Franklin Mountain Royalty Investments, LLC Bernard A. Winer, M.D. David Grimes Green Ribbon, Inc. Lacy Dinsmoor Roop 1999 Rev. Management Trust R. B. Freeman Sandia Minerals, LLC William J. Hopper Young Minerals Company
Authority for Pooling:	Federal Lease

Bone Spring Formation
Tatanka Fed Com 504H & 604H
E2E2 Section 2 & 11, T26S-R35E
Lea County, New Mexico

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%

Bone Spring Formation
Tatanka Fed Com 504H & 604H
E2E2 Section 2 & 11, T26S-R35E
Lea County, New Mexico



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Lee Zink
Franklin Mountain Energy, LLC
44 Cook Street, Suite 1000
Denver, CO 80206

September 26th, 2022

Re: Communitization Agreement Approval
Tatanka Federal Com #702H
Vertical Extent: Wolfcamp
Township: 26 South, Range 35 East, NMPM
Section 02: E2W2
Section 11: E2W2

Lea County, New Mexico

Dear Mr. Zink,

The Commissioner of Public Lands has this date approved the Tatanka Federal Com #702H Communitization Agreement for the Wolfcamp formation effective 06-01-2022. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

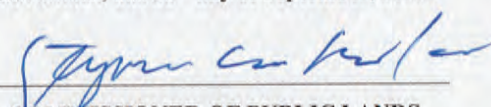
NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO****Franklin Mountain Energy, LLC****Tatanka Federal Com #702H****Wolfcamp****Township: 26 South, Range: 35 East, NMPM****Section 02: E2W2****Section 11: E2W2****Lea County, New Mexico**

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 **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **26th day of September, 2022**.


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

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Franklin Mountain Energy, LLC
Tatanka Federal Com #702H
Wolfcamp
Township: 26 South, Range: 35 East, NMPM
Section 02: E2W2
Section 11: E2W2

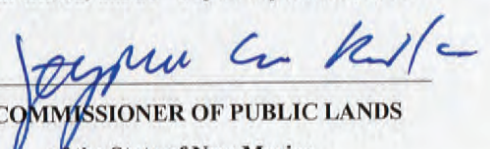
Lea County, New Mexico

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- (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 **26th** day of September, 2022.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

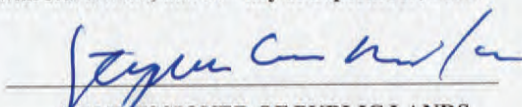
NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO****Franklin Mountain Energy, LLC****Tatanka Federal Com #702H****Wolfcamp****Township: 26 South, Range: 35 East, NMPM****Section 02: E2W2****Section 11: E2W2****Lea County, New Mexico**

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 **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **26th day of September, 2022**.


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

NM State Land Office
Oil, Gas, & Minerals Division

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

ONLINE Version
COMMUNITIZATION AGREEMENT

API Initial Well: 30-0²⁵ - 49877

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions Sec. 2: E/2W/2, Sec. 11: E/2W/2,
Sect(s) 2 & 11, T 26S, R 35E, NMPM Lea County, NM
containing 320.00 acres, more or less, and this agreement shall include only the
Wolfcamp Formation
or pool, underlying said lands and the oil and gas
(hereinafter referred to as "communitized substances") producible from such formation.

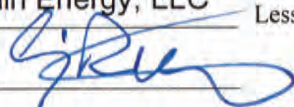
- 2022 SEP 22 11:38
2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 2022 SEP 28 AM 11:38
8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1 2022 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

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

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

Operator	Franklin Mountain Energy, LLC	Lessees of Record	Franklin Mountain Energy, LLC
By	Craig R. Walters 		
	Print name of person		
CEO			
Type of authority			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of COLORADO)County of DENVER) SS)This instrument was acknowledged before me on 6/29/22

DATE

By Craig R. Walters

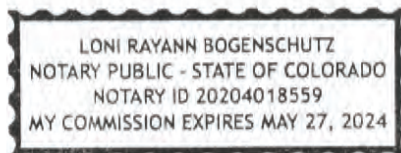
Name(s) of Person(s)

as CEO of Franklin Mountain Energy, LLC

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

Name of party on behalf of whom instrument was executed

(Seal)



Signature of Notarial Officer

My commission expires: 5/27/24

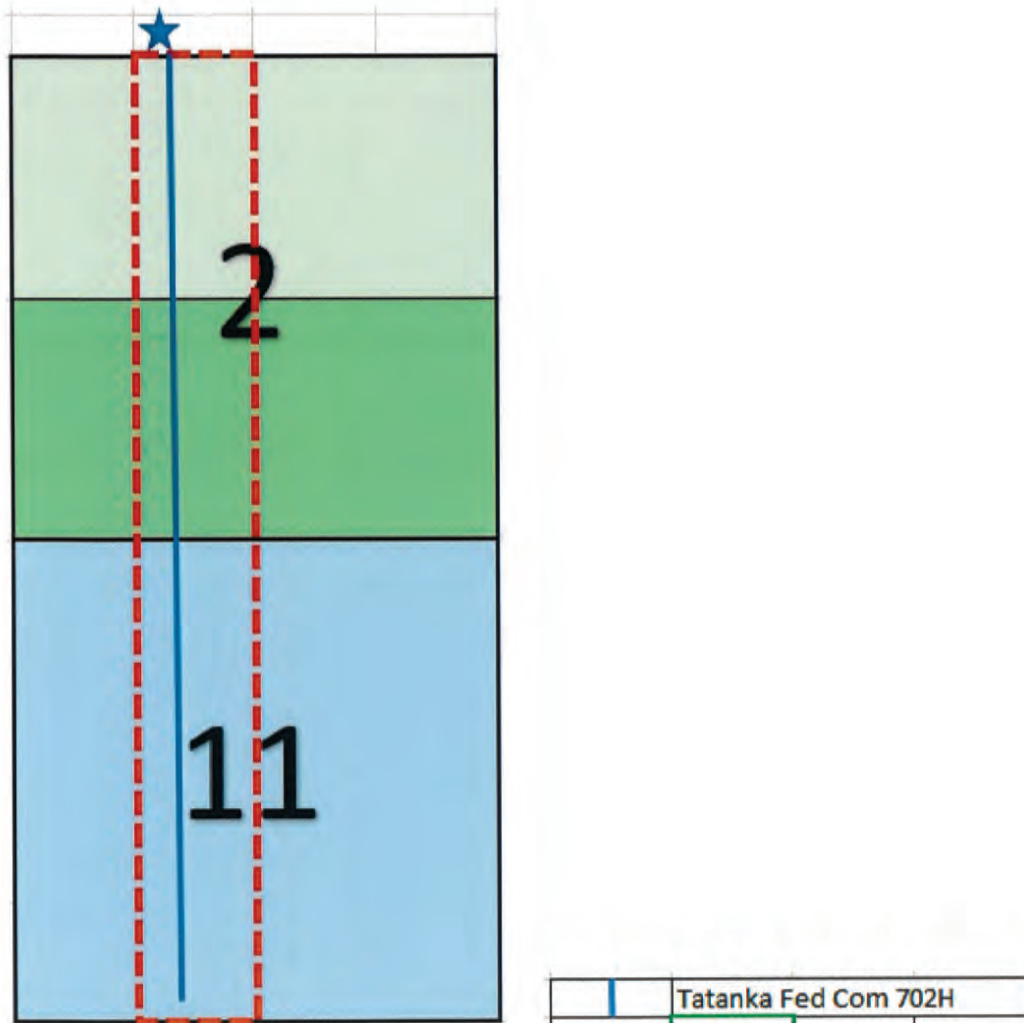
EXHIBIT A

To Communitization Agreement dated June 1, 2022

Plat of communitized area covering the:

Subdivisions E/2W/2 of Section 2, E/2W/2 of Section 11, of Sect(s). 2 & 11, T 26S,

R 35E, NMPM, County, NM.



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT B

To Communitization Agreement dated June 1, _____, 2022, embracing the
 Subdivisions Sec. 2: E/2W/2, Sec. 11: E/2W/2 of Sect(s) 2 & 11, T 26S, R 35E, N.M.P.M.,
Lea County, NM

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> <u>Section 2: E/2NW/4</u> Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC -
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> <u>Section 2: E/2SW/4</u> Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
 Lease Date: September 1, 1970
 Lease Primary Term: Ten (10) years
 Recordation: Not Recorded
 Lessor: **United States of America**
 Original Lessee: Bernard A. Winer, M.D.
 Current Lessee: Franklin Mountain Energy, LLC – 100%
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 11: E/2W/2
 Lea County, New Mexico
 Number of Acres: 160.00
 Royalty Rate: 12.5000%
 WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
 ORRI Owners: Franklin Mountain Royalty Investments, LLC
 Bernard A. Winer, M.D.
 David Grimes
 Green Ribbon, Inc.
 Lacy Dinsmoor Roop 1999 Rev. Management Trust
 R. B. Freeman
 Sandia Minerals, LLC
 William J. Hopper
 Young Minerals Company
 Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

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

Lee Zink
Franklin Mountain Energy, LLC
44 Cook Street, Suite 1000
Denver, CO 80206

September 26th, 2022

Re: Communitization Agreement Approval
Tatanka Federal Com #703H
Vertical Extent: Wolfcamp
Township: 26 South, Range 35 East, NMPM
Section 02: W2E2
Section 11: W2E2

Lea County, New Mexico

Dear Mr. Zink,

The Commissioner of Public Lands has this date approved the Tatanka Federal Com #703H Communitization Agreement for the Wolfcamp formation effective 06-01-2022. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

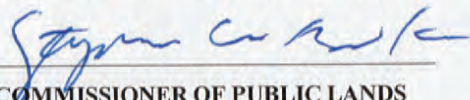
NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO****Franklin Mountain Energy, LLC****Tatanka Federal Com #703H****Wolfcamp****Township: 26 South, Range: 35 East, NMPM****Section 02: W2E2****Section 11: W2E2****Lea County, New Mexico**

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 **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **26th day of September, 2022**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

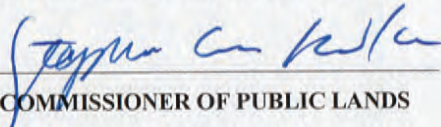
NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO****Franklin Mountain Energy, LLC****Tatanka Federal Com #703H****Wolfcamp****Township: 26 South, Range: 35 East, NMPM****Section 02: W2E2****Section 11: W2E2****Lea County, New Mexico**

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **26th day of September, 2022**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

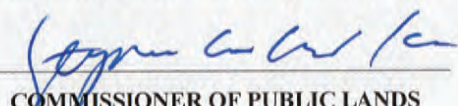
COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**Franklin Mountain Energy, LLC****Tatanka Federal Com #703H****Wolfcamp****Township: 26 South, Range: 35 East, NMPM****Section 02: W2E2****Section 11: W2E2****Lea County, New Mexico**

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- (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.
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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **26th** day of **September, 2022**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version
COMMUNITIZATION AGREEMENT

API Initial Well: 30-025 - 49878

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions Sec. 2: W/2E/2, Sec. 11: W/2E/2,

Sect(s) 2 & 11, T 26S, R 35E, NMPM Lea County, NM

containing 320.00 acres, more or less, and this agreement shall include only the

Wolfcamp Formation

or pool, underlying said lands and the oil and gas

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

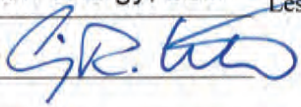
- 2022 SEP 22 AM 11:37
2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 2022 SEP 22 11:37
8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is June 1 2022 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

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

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

Operator	Franklin Mountain Energy, LLC	Lessees of Record	Franklin Mountain Energy, LLC
By	Craig R. Walters 		
	Print name of person		
CEO			
Type of authority			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of COLORADO)County of DENVER) SS)This instrument was acknowledged before me on 6/29/22

DATE

By Craig R. Walters

Name(s) of Person(s)

as CEOof Franklin Mountain Energy, LLC

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

Name of party on behalf of whom instrument was executed

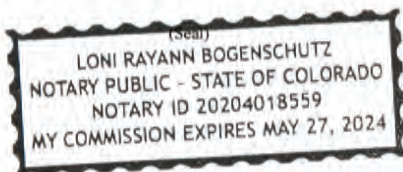
_____
Signature of Notarial OfficerMy commission expires: 5/27/24

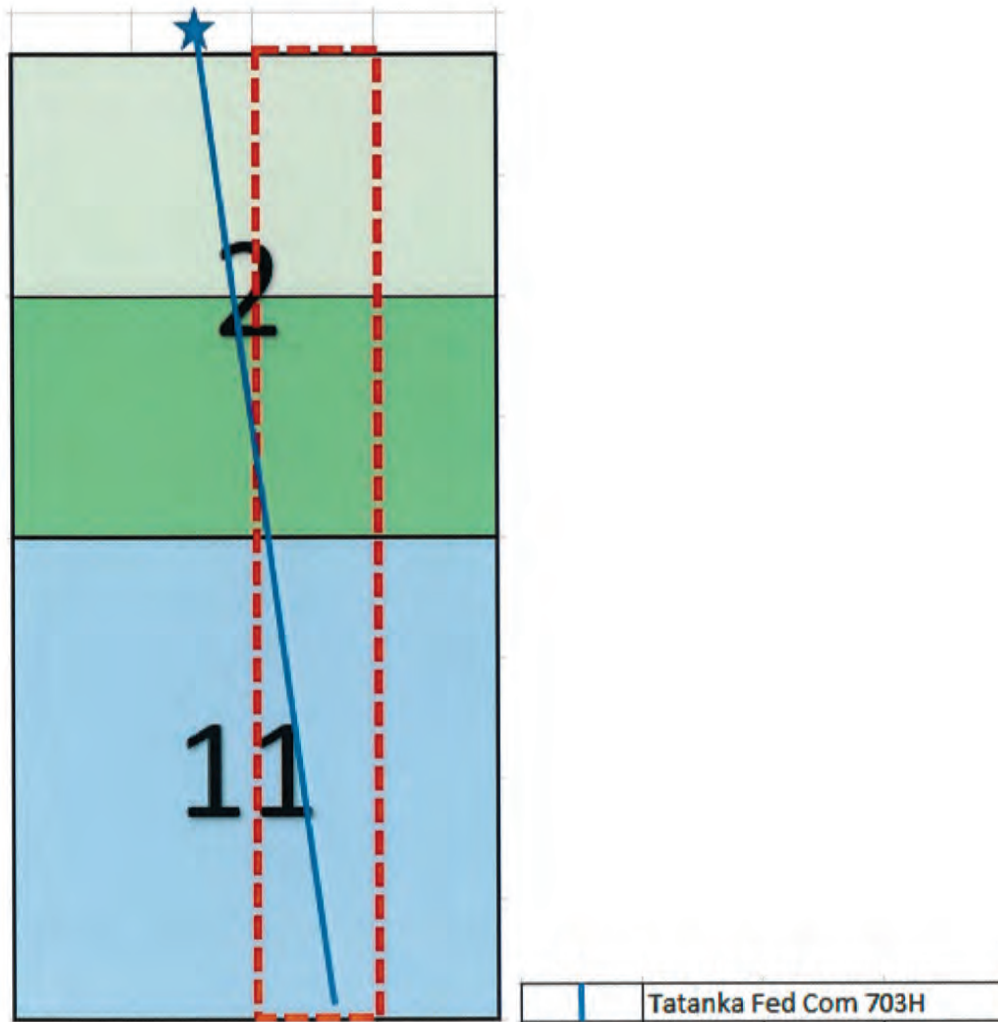
EXHIBIT A

To Communitization Agreement dated June 1, 2022

Plat of communitized area covering the:

Subdivisions W/2E/2 of Section 2, W/2E/2 of Section 11, of Sect(s). 2 & 11, T 26S,

R 35E, NMPM, County, NM.



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT B

To Communitization Agreement dated June 1, 2022, embracing the
 Subdivisions Sec. 2: W/2E/2, Sec. 11: W/2E/2 of Sect(s) 2 & 11, T 26S, R 35E, N.M.P.M.,
Lea County, NM

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2NE/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC -
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2SE/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
 Lease Date: September 1, 1970
 Lease Primary Term: Ten (10) years
 Recordation: Not Recorded
 Lessor: **United States of America**
 Original Lessee: Bernard A. Winer, M.D.
 Current Lessee: Franklin Mountain Energy, LLC – 100%
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 11: W/2E/2
 Lea County, New Mexico
 Number of Acres: 160.00
 Royalty Rate: 12.5000%
 WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
 ORRI Owners: Franklin Mountain Royalty Investments, LLC
 Bernard A. Winer, M.D.
 David Grimes
 Green Ribbon, Inc.
 Lacy Dinsmoor Roop 1999 Rev. Management Trust
 R. B. Freeman
 Sandia Minerals, LLC
 William J. Hopper
 Young Minerals Company
 Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

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

Lee Zink
Franklin Mountain Energy, LLC
44 Cook Street, Suite 1000
Denver, CO 80206

July 21st, 2023

Re: Communitization Agreement Approval
Tatanka Federal Com #704H
Vertical Extent: Wolfcamp
Township: 26 South, Range 35 East, NMPM
Section 02: W2E2
Section 11: W2E2

Lea County, New Mexico

Dear Mr. Zink,

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

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

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

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

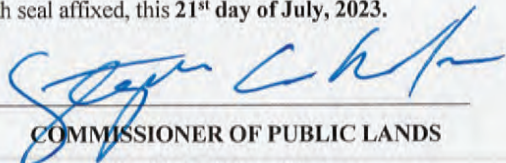
COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**Franklin Mountain Energy, LLC****Tatanka Federal Com #704H****Wolfcamp****Township: 26 South, Range: 35 East, NMPM****Section 02: W2E2****Section 11: W2E2****Lea County, New Mexico**

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

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **21st day of July, 2023**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

Franklin Mountain Energy, LLC
Tatanka Federal Com #704H
Wolfcamp
Township: 26 South, Range: 35 East, NMPM
Section 02: W2E2
Section 11: W2E2

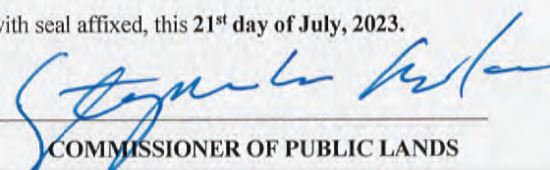
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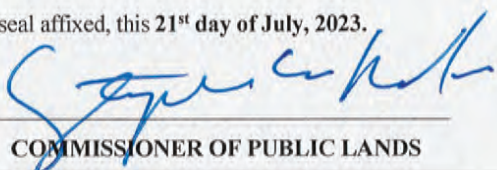
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COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0²⁵ - 49879

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions Sec. 2: W/2E/2, Sec. 11: W/2E/2,
Sect(s) 2 & 11, T 26S, R 35E, NMPM Lea County, NM
containing 320.00 acres, more or less, and this agreement shall include only the
Wolfcamp Formation
or pool, underlying said lands and the oil and gas
(hereinafter referred to as "communitized substances") producible from such formation.

ONLINE
version
June 2022

Stake/Pool/Pro

2023 MAY 11 AM 9:46

1

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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1 2022 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

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

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

Operator	<u>Franklin Mountain Energy, LLC</u>	Lessees of Record	<u>Franklin Mountain Energy, LLC</u>
By	<u>Lee Zink</u>		
	Print name of person		
	Director of Land		
	Type of authority		

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

2023 MAY 11 AM 5:46

Acknowledgment in an Individual Capacity

State of _____)

County of _____) ss)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of COLORADO _____)County of DENVER _____) ss)This instrument was acknowledged before me on 5/5/2023

DATE

By Lee Zink _____

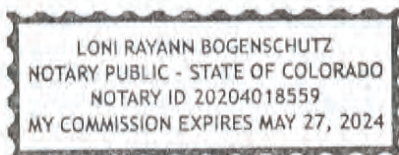
Name(s) of Person(s)

as Director of Land of Franklin Mountain Energy, LLC

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

Name of party on behalf of whom instrument was executed

(Seal)



Signature of Notarial Officer

My commission expires: 5/27/24

2023 MAY 11 AM 9:46

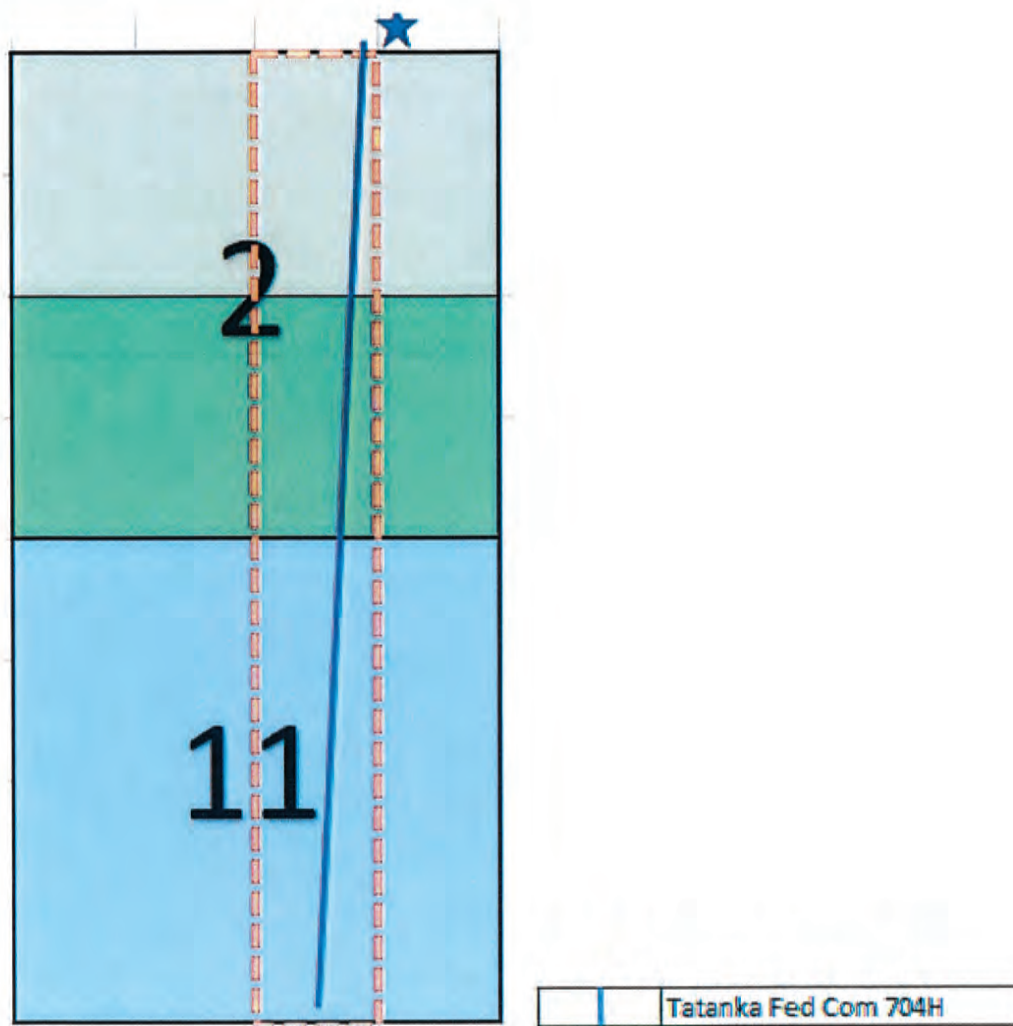
EXHIBIT A

To Communitization Agreement dated June 1, 2022

Plat of communitized area covering the:

Subdivisions W/2E/2 of Section 2, W/2E/2 of Section 11, of Sect(s). 2 & 11, T 26S,

R 35E, NMPM, County, NM.



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT B

To Communitization Agreement dated June 1, _____ 2022, embracing the
 Subdivisions Sec. 2: W/2E/2, Sec. 11: W/2E/2 of Sect(s) 2 & 11, T 26S, R 35E, N.M.P.M.,
Lea County, NM

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840	
Lease Date:	November 1, 2016	
Lease Primary Term:	Five (5) years	
Recordation:	Not Recorded	
Lessor:	State of New Mexico	
Original Lessee:	COG Operating LLC	
Current Lessee:	Franklin Mountain Energy, LLC	
Description of Land Committed:	Insofar and only insofar as said lease covers:	
	<u>Township 26 South, Range 35 East</u>	
	Section 2: W/2NE/4	
	Lea County, New Mexico	
Number of Acres:	80.00	
Royalty Rates:	18.75%	
Name and Percent ORRI Owners:	N/A	
Name and Percent WI Owners:	Franklin Mountain Energy, LLC -	100%

TRACT NO. 2:

Lease Serial Number:	VB-2849	
Lease Date:	November 1, 2016	
Lease Primary Term:	Five (5) years	
Recordation:	Not Recorded	
Lessor:	State of New Mexico	
Original Lessee:	COG Operating LLC	
Current Lessee:	Franklin Mountain Energy, LLC -	
Description of Land Committed:	Insofar and only insofar as said lease covers:	
	<u>Township 26 South, Range 35 East</u>	
	Section 2: W/2SE/4	
	Lea County, New Mexico	
Number of Acres:	80.00	
Royalty Rates:	18.75%	
Name and Percent ORRI Owners:	N/A	
Name and Percent WI Owners:	Franklin Mountain Energy, LLC -	100%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
 Lease Date: September 1, 1970
 Lease Primary Term: Ten (10) years
 Recordation: Not Recorded
 Lessor: **United States of America**
 Original Lessee: Bernard A. Winer, M.D.
 Current Lessee: Franklin Mountain Energy, LLC – 100%
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 11: W/2E/2
 Lea County, New Mexico
 Number of Acres: 160.00
 Royalty Rate: 12.5000%
 WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
 ORRI Owners: Franklin Mountain Royalty Investments, LLC
 Bernard A. Winer, M.D.
 David Grimes
 Green Ribbon, Inc.
 Lacy Dinsmoor Roop 1999 Rev. Management Trust
 R. B. Freeman
 Sandia Minerals, LLC
 William J. Hopper
 Young Minerals Company
 Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%

2023 MAY 11 AM 9:46



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Lee Zink
Franklin Mountain Energy, LLC
44 Cook Street, Suite 1000
Denver, CO 80206

July 21st, 2023

Re: Communitization Agreement Approval
Tatanka Federal Com #802H
Vertical Extent: Wolfcamp
Township: 26 South, Range 35 East, NMPM
Section 02: W2
Section 11: W2

Lea County, New Mexico

Dear Mr. Zink,

The Commissioner of Public Lands has this date approved the Tatanka Federal Com #802H Communitization Agreement for the Wolfcamp formation effective 06-01-2022. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

**Franklin Mountain Energy, LLC
Tatanka Federal Com #802H
Wolfcamp**

Township: 26 South, Range: 35 East, NMPM

Section 02: W2

Section 11: W2

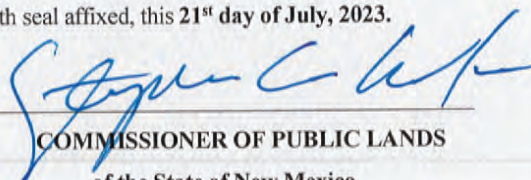
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of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Franklin Mountain Energy, LLC
Tatanka Federal Com #802H
Wolfcamp
Township: 26 South, Range: 35 East, NMPM
Section 02: W2
Section 11: W2

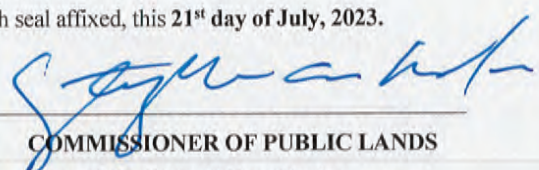
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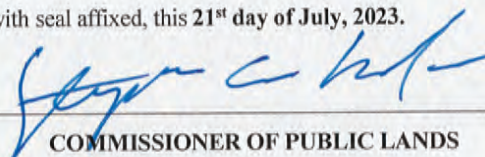
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COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-0²⁵ - 49882

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions Sec. 2: W2, Sec. 11: W2,

Sect(s) 2 & 11, T 26S, R 35E, NMPM Lea County, NM

containing 640.00 acres, more or less, and this agreement shall include only the

Wolfcamp Formation

or pool, underlying said lands and the oil and gas

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

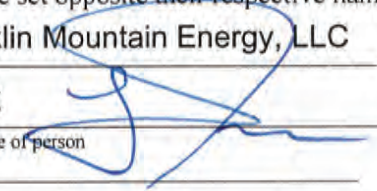
2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing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

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1 2022 Month 1 Day, 2022 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

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

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

Operator	Franklin Mountain Energy, LLC	Lessees of Record	Franklin Mountain Energy, LLC
By	Lee Zink		
			
	Print name of person		
	Director of Land		
	Type of authority		

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

2023 MAY 11 AM 9:46

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of COLORADO _____)County of DENVER _____) SS)This instrument was acknowledged before me on 5/5/2023

DATE

By Lee Zink _____

Name(s) of Person(s)

as Director of Land of Franklin Mountain Energy, LLC

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

Name of party on behalf of whom instrument was executed

(Seal)

Signature of Notarial Officer

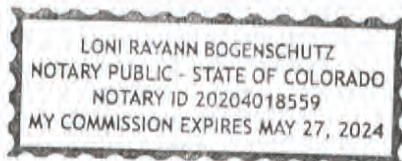
My commission expires: 5/27/24

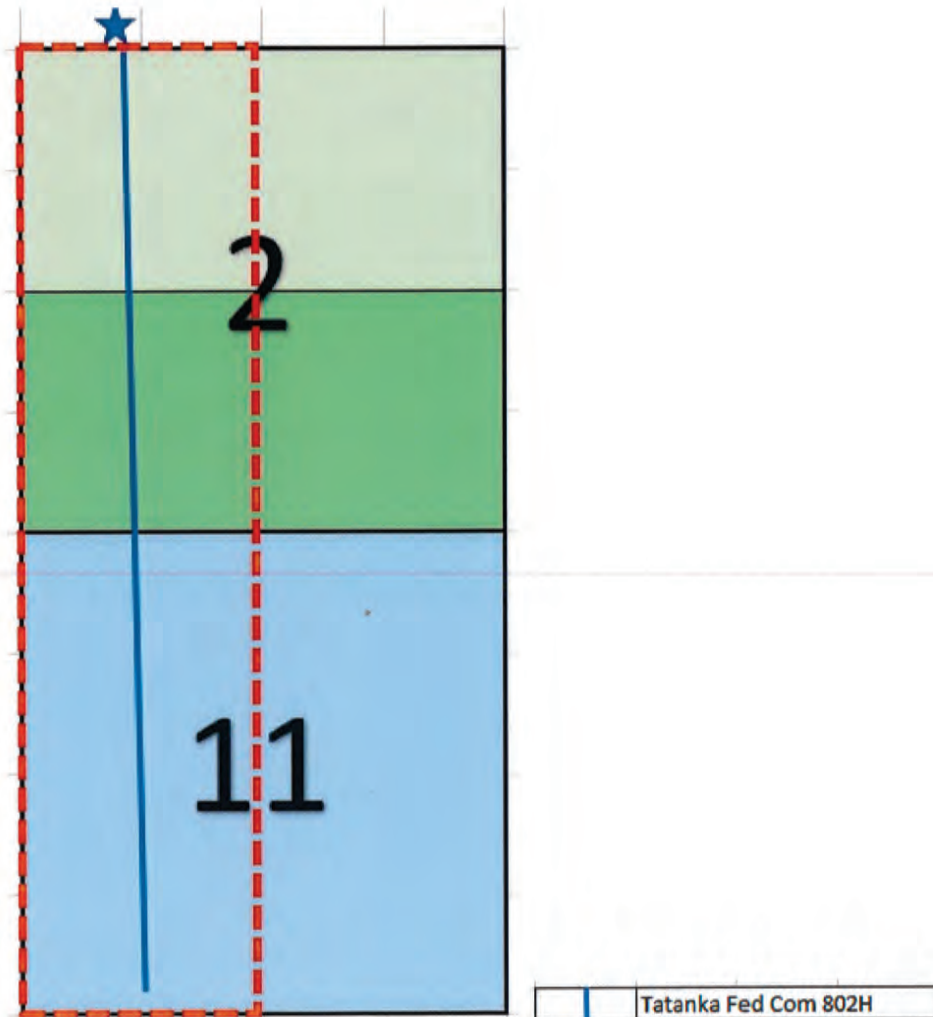
EXHIBIT A

To Communitization Agreement dated June 1, 2022

Plat of communitized area covering the:

Subdivisions W/2 of Section 2, W/2 of Section 11, of Sect(s). 2 & 11, T 26S,

R 35E, NMPM, County, NM.



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT B

To Communitization Agreement dated June 1, 2022, embracing the
 Subdivisions Sec. 2: W/2 Sec. 11: W/2 of Sect(s) 2 & 11, T 26S, R 35E, N.M.P.M.,
Lea County, NM

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> <u>Section 2: NW/4</u> <u>Lea County, New Mexico</u>
Number of Acres:	160.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC -
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> <u>Section 2: SW/4</u> <u>Lea County, New Mexico</u>
Number of Acres:	160.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
 Lease Date: September 1, 1970
 Lease Primary Term: Ten (10) years
 Recordation: Not Recorded
 Lessor: **United States of America**
 Original Lessee: Bernard A. Winer, M.D.
 Current Lessee: Franklin Mountain Energy, LLC – 100%
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 11: W2
 Lea County, New Mexico
 Number of Acres: 320.00
 Royalty Rate: 12.5000%
 WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
 ORRI Owners: Franklin Mountain Royalty Investments, LLC
 Bernard A. Winer, M.D.
 David Grimes
 Green Ribbon, Inc.
 Lacy Dinsmoor Roop 1999 Rev. Management Trust
 R. B. Freeman
 Sandia Minerals, LLC
 William J. Hopper
 Young Minerals Company
 Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	160.00	25.00%
2	160.00	25.00%
3	320.00	50.00%
Total	640.00	100.000000%



COMMISSIONER
Stephanie Garcia Richard

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

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

Lee Zink
Franklin Mountain Energy, LLC
44 Cook Street, Suite 1000
Denver, CO 80206

September 26th, 2022

Re: Communitization Agreement Approval
Tatanka Federal Com #101H
Vertical Extent: Delaware
Township: 26 South, Range 35 East, NMPM
Section 02: W2W2
Section 11: W2W2

Lea County, New Mexico

Dear Mr. Zink,

The Commissioner of Public Lands has this date approved the Tatanka Federal Com #101H Communitization Agreement for the Delaware formation effective 06-01-2022. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

**Franklin Mountain Energy, LLC
Tatanka Federal Com #101H
Delaware**

Township: 26 South, Range: 35 East, NMPM

Section 02: W2W2

Section 11: W2W2

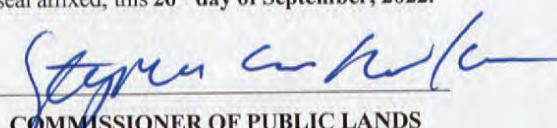
Lea County, New Mexico

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 **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **26th day of September, 2022**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

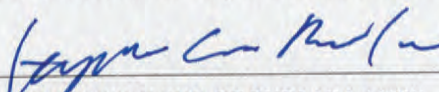
NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO****Franklin Mountain Energy, LLC****Tatanka Federal Com #101H****Delaware****Township: 26 South, Range: 35 East, NMPM****Section 02: W2W2****Section 11: W2W2****Lea County, New Mexico**

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COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

**Franklin Mountain Energy, LLC
Tatanka Federal Com #101H
Delaware**

Township: 26 South, Range: 35 East, NMPM

Section 02: W2W2

Section 11: W2W2

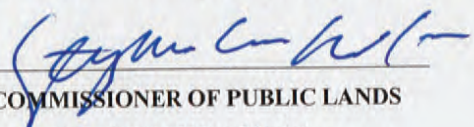
Lea County, New Mexico

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- (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.
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COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

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

ONLINE Version
COMMUNITIZATION AGREEMENT

API Initial Well: 30-025 - 49865

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

WITNESSETH:

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

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

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

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

Subdivisions Sec. 2: W/2W/2, Sec. 11: W/2W/2,

Sect(s) 2 & 11, T 26S, R 35E, NMPM Lea County, NM

containing 320.00 acres, more or less, and this agreement shall include only the

Delaware Formation

or pool, underlying said lands and the oil and gas

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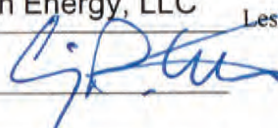
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4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements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

- 2022 SEP 22 AM 11:38
8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1 2022 Month 1 Day, 2022 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

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

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

Operator	Franklin Mountain Energy, LLC	Lessees of Record	Franklin Mountain Energy, LLC
By	Craig R. Walters		
			
	Print name of person		
CEO			
Type of authority			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of COLORADO _____)County of DENVER _____) SS)This instrument was acknowledged before me on 6/29/22

DATE

By Craig R. Walters

Name(s) of Person(s)

as CEOof Franklin Mountain Energy, LLC

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

Name of party on behalf of whom instrument was executed

(Seal)

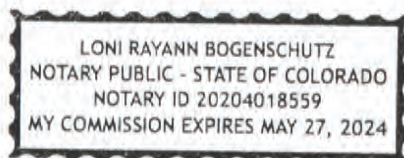
_____
Signature of Notarial OfficerMy commission expires: 5/27/24

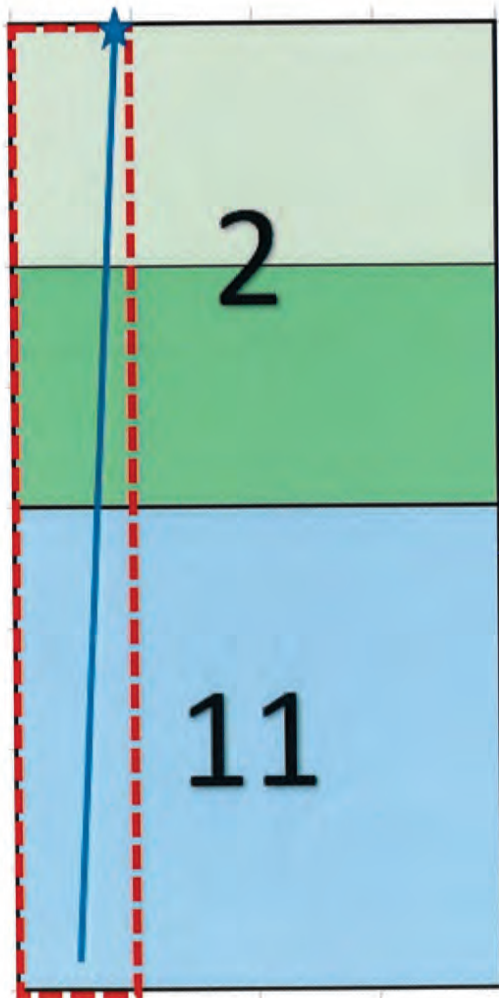
EXHIBIT A

To Communitization Agreement dated June 1, 2022

Plat of communitized area covering the:

Subdivisions Sec. 2: W/2W/2, Sec. 11: W/2W/2 of Sect(s). 2, T 26S,

R 35E, NMPM, County, NM.



	Tatanka Fed Com 101H
--	----------------------

1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT B

To Communitization Agreement dated June 1, 2022, embracing the
 Subdivisions Sec. 2: W/2W/2, Sec. 11: W/2W/2 of Sect(s) 2 & 11, T 26S, R 35E, N.M.P.M.,
Lea County, NM

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840	
Lease Date:	November 1, 2016	
Lease Primary Term:	Five (5) years	
Recordation:	Not Recorded	
Lessor:	State of New Mexico	
Original Lessee:	COG Operating LLC	
Current Lessee:	Franklin Mountain Energy, LLC	
Description of Land Committed:	Insofar and only insofar as said lease covers:	
	<u>Township 26 South, Range 35 East</u>	
	Section 2: W/2NW/4	
	Lea County, New Mexico	
Number of Acres:	80.00	
Royalty Rates:	18.75%	
Name and Percent ORRI Owners:	N/A	
Name and Percent WI Owners:	Franklin Mountain Energy, LLC -	100%

TRACT NO. 2:

Lease Serial Number:	VB-2849	
Lease Date:	November 1, 2016	
Lease Primary Term:	Five (5) years	
Recordation:	Not Recorded	
Lessor:	State of New Mexico	
Original Lessee:	COG Operating LLC	
Current Lessee:	Franklin Mountain Energy, LLC -	
Description of Land Committed:	Insofar and only insofar as said lease covers:	
	<u>Township 26 South, Range 35 East</u>	
	Section 2: W/2SW/4	
	Lea County, New Mexico	
Number of Acres:	80.00	
Royalty Rates:	18.75%	
Name and Percent ORRI Owners:	N/A	
Name and Percent WI Owners:	Franklin Mountain Energy, LLC -	100%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
 Lease Date: September 1, 1970
 Lease Primary Term: Ten (10) years
 Recordation: Not Recorded
 Lessor: **United States of America**
 Original Lessee: Bernard A. Winer, M.D.
 Current Lessee: Franklin Mountain Energy, LLC – 100%
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 11: W/2W/2
 Lea County, New Mexico
 Number of Acres: 160.00
 Royalty Rate: 12.5000%
 WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
 ORRI Owners: Franklin Mountain Royalty Investments, LLC
 Bernard A. Winer, M.D.
 David Grimes
 Green Ribbon, Inc.
 Lacy Dinsmoor Roop 1999 Rev. Management Trust
 R. B. Freeman
 Sandia Minerals, LLC
 William J. Hopper
 Young Minerals Company
 Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Lee Zink
Franklin Mountain Energy, LLC
44 Cook Street, Suite 1000
Denver, CO 80206

September 26th, 2022

Re: Communitization Agreement Approval
Tatanka Federal Com #102H
Vertical Extent: Delaware
Township: 26 South, Range 35 East, NMPM
Section 02: E2W2
Section 11: E2W2

Lea County, New Mexico

Dear Mr. Zink,

The Commissioner of Public Lands has this date approved the Tatanka Federal Com #102H Communitization Agreement for the Delaware formation effective 06-01-2022. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

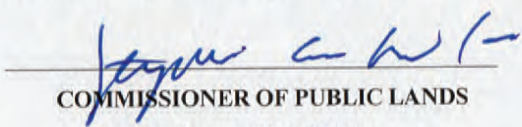
NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO****Franklin Mountain Energy, LLC****Tatanka Federal Com #102H****Delaware****Township: 26 South, Range: 35 East, NMPM****Section 02: E2W2****Section 11: E2W2****Lea County, New Mexico**

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 **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **26th** day of **September, 2022**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

Franklin Mountain Energy, LLC
Tatanka Federal Com #102H
Delaware
Township: 26 South, Range: 35 East, NMPM
Section 02: E2W2
Section 11: E2W2

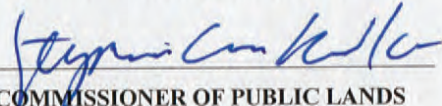
Lea County, New Mexico

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 **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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- (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 **26th day of September, 2022**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

Franklin Mountain Energy, LLC
Tatanka Federal Com #102H
Delaware
Township: 26 South, Range: 35 East, NMPM
Section 02: E2W2
Section 11: E2W2

Lea 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 **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
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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 **26th** day of **September, 2022**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-025 - 49866

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions Sec. 2: E/2W/2, Sec. 11: E/2W/2

Sect(s) 2 & 11, T 26S, R 35E, NMPM Lea County, NM

containing 320.00 acres, more or less, and this agreement shall include only the

Delaware Formation

or pool, underlying said lands and the oil and gas

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

- 2022-8-22 11:37
2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

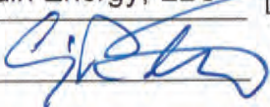
- 2022 SEP 21 AM 11:37
8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is June 1 2022 Month 1 Day, 2022 Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

2022 SEP 22 AM 11:37

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

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

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

Operator	Franklin Mountain Energy, LLC	Lessees of Record	Franklin Mountain Energy, LLC
By	Craig R. Walters 		
	Print name of person		
	CEO		
	Type of authority		

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

2022 SEP 22 AM 11:37

Acknowledgment in an Individual Capacity

State of _____)

County of _____) ss)

This instrument was acknowledged before me on _____
DATE

By _____
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative Capacity

State of COLORADO)

County of DENVER) ss)

This instrument was acknowledged before me on 6/29/22
DATE

By Craig R. Walters

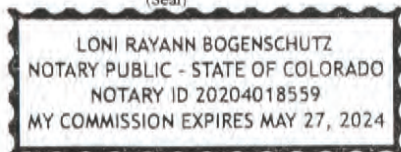
Name(s) of Person(s)

as CEO of Franklin Mountain Energy, LLC

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

Name of party on behalf of whom instrument was executed

(Seal)



Signature of Notarial Officer

My commission expires: 5/27/24

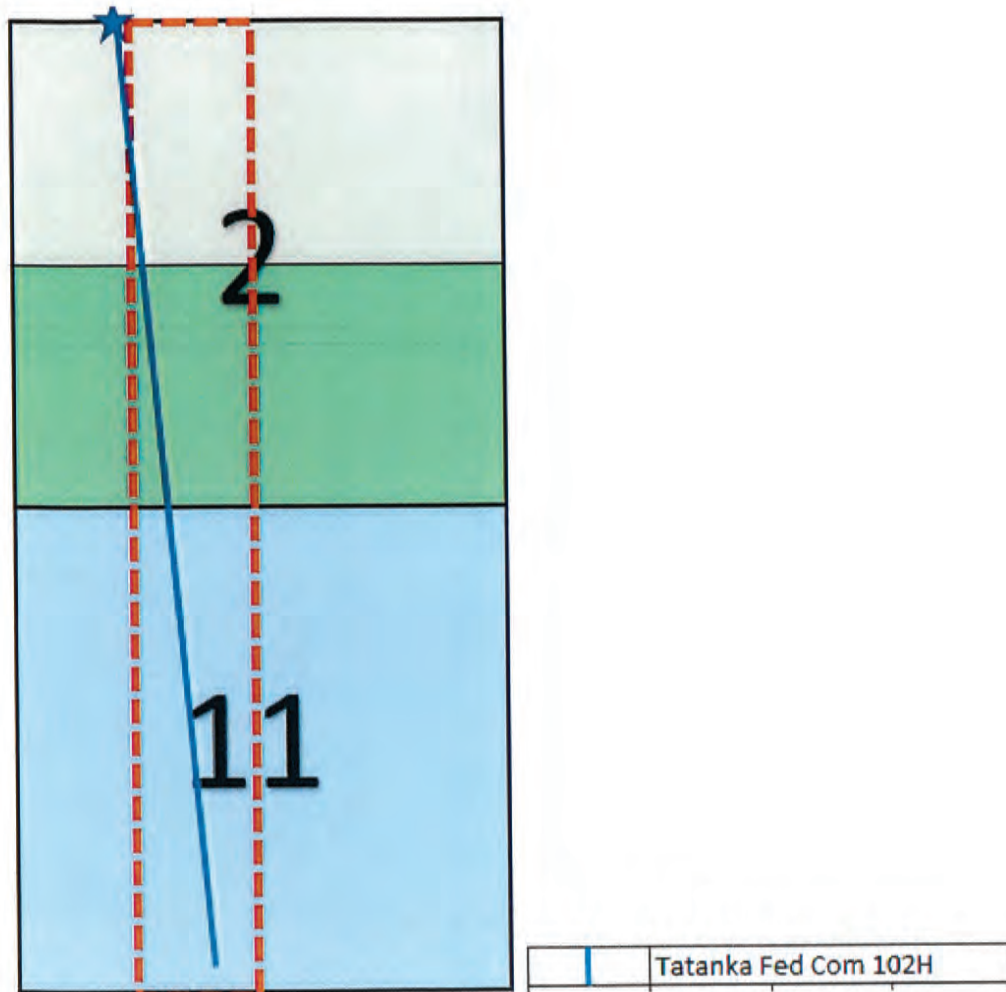
EXHIBIT A

To Communitization Agreement dated June 1, 2022

Plat of communitized area covering the:

Subdivisions E/2W/2 of Section 2, E/2W/2 of Section 11, of Sect(s). 2 & 11, T 26S,

R 35E, NMPM, County, NM.



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT B

To Communitization Agreement dated June 1, 2022, embracing the
 Subdivisions Sec. 2: E/2W/2, Sec. 11: E/2W/2 of Sect(s) 2 & 11, T 26S, R 35E, N.M.P.M.,
Lea County, NM

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: E/2NW/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC -
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: E/2SW/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
 Lease Date: September 1, 1970
 Lease Primary Term: Ten (10) years
 Recordation: Not Recorded
 Lessor: **United States of America**
 Original Lessee: Bernard A. Winer, M.D.
 Current Lessee: Franklin Mountain Energy, LLC – 100%
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 11: E/2W/2
 Lea County, New Mexico
 Number of Acres: 160.00
 Royalty Rate: 12.5000%
 WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
 ORRI Owners: Franklin Mountain Royalty Investments, LLC
 Bernard A. Winer, M.D.
 David Grimes
 Green Ribbon, Inc.
 Lacy Dinsmoor Roop 1999 Rev. Management Trust
 R. B. Freeman
 Sandia Minerals, LLC
 William J. Hopper
 Young Minerals Company
 Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Lee Zink
Franklin Mountain Energy, LLC
44 Cook Street, Suite 1000
Denver, CO 80206

September 26th, 2022

Re: Communitization Agreement Approval
Tatanka Federal Com #601H
Vertical Extent: Bone Spring
Township: 26 South, Range 35 East, NMPM
Section 02: W2W2
Section 11: W2W2

Lea County, New Mexico

Dear Mr. Zink,

The Commissioner of Public Lands has this date approved the Tatanka Federal Com #601H Communitization Agreement for the Bone Spring formation effective 06-01-2022. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Franklin Mountain Energy, LLC
Tatanka Federal Com #601H
Bone Spring
Township: 26 South, Range: 35 East, NMPM
Section 02: W2W2
Section 11: W2W2

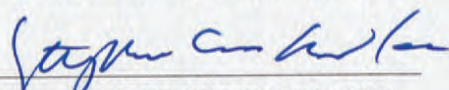
Lea County, New Mexico

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 **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **26th** day of **September, 2022**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

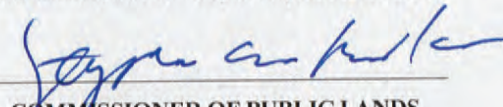
NEW MEXICO STATE LAND OFFICE**CERTIFICATE OF APPROVAL****COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO****Franklin Mountain Energy, LLC****Tatanka Federal Com #601H****Bone Spring****Township: 26 South, Range: 35 East, NMPM****Section 02: W2W2****Section 11: W2W2****Lea County, New Mexico**

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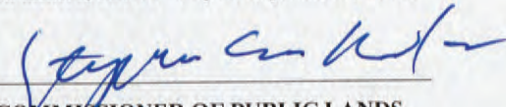
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COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

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

ONLINE Version
COMMUNITIZATION AGREEMENT

API Initial Well: 30-0²⁵ - 49873

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions W/2W/2 of Sec. 2, W/2W/2 of Sec. 11,
Sect(s) 2 & 11, T 26S, R 35E, NMPM Lea County, NM
containing 320 acres, more or less, and this agreement shall include only the
Bone Spring Formation
or pool, underlying said lands and the oil and gas
(hereinafter referred to as "communitized substances") producible from such formation.

2022 SEP 22 AM 11:39

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

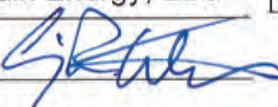
- 2022 SEP 28 11:39
8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is June 1st 2022 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his duly authorized representative, and by the Commissioner or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of the capability of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

2022 SEP 22 AM 11:39

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

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

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

Operator	Franklin Mountain Energy, LLC	Lessees of Record	Franklin Mountain Energy, LLC
By	Craig R. Walters 		
	Print name of person		
CEO			
Type of authority			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

2022 SEP 22 AM 11:39

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of Colorado _____)County of Denver _____) SS)This instrument was acknowledged before me on 6/29/22

DATE

By Craig R. Walters

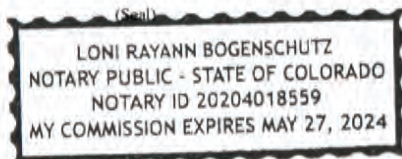
Name(s) of Person(s)

as CEOof Franklin Mountain Energy, LLC

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

Name of party on behalf of whom instrument was executed

(Seal)



Signature of Notarial Officer

My commission expires: 5/27/24

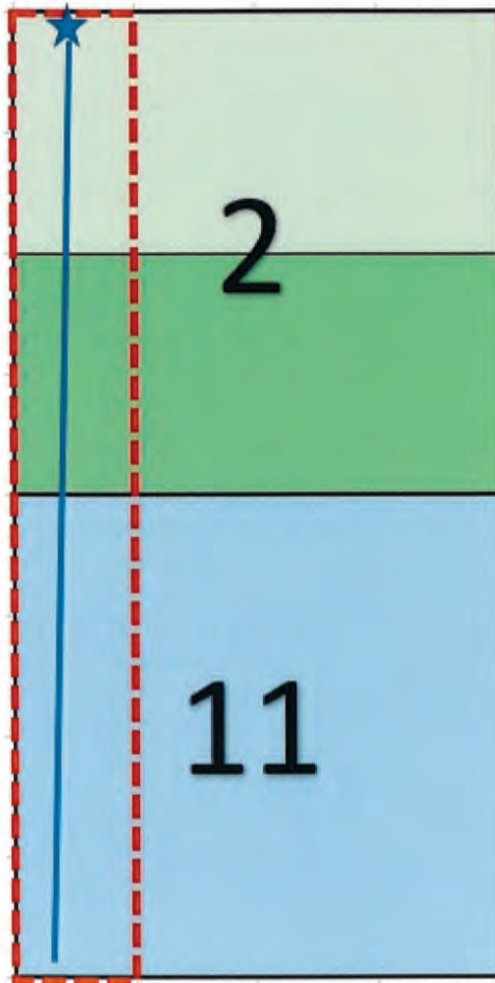
EXHIBIT A

To Communitization Agreement dated June 1, 2022

Plat of communitized area covering the:

Subdivisions W/2W/2 of Section 2, W/2W/2 of Section 11, of Sect(s). 2 & 11, T 26S,

R 35E, NMPM, County, NM.



	Tatanka Fed Com 601H
--	----------------------

1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT B

To Communitization Agreement dated June 1, 2022, embracing the
 Subdivisions Sec. 2: W/2W/2, Sec. 11: W/2W/2 of Sect(s) 2 & 11, T 26S, R 35E, N.M.P.M.,
Lea County, NM

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number: VB-2840
 Lease Date: November 1, 2016
 Lease Primary Term: Five (5) years
 Recordation: Not Recorded
 Lessor: **State of New Mexico**
 Original Lessee: COG Operating LLC
 Current Lessee: Franklin Mountain Energy, LLC
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 2: W/2NW/4
 Lea County, New Mexico
 Number of Acres: 80.00
 Royalty Rates: 18.75%
 Name and Percent ORRI Owners: N/A
 Name and Percent WI Owners: Franklin Mountain Energy, LLC - 100%

TRACT NO. 2:

Lease Serial Number: VB-2849
 Lease Date: November 1, 2016
 Lease Primary Term: Five (5) years
 Recordation: Not Recorded
 Lessor: **State of New Mexico**
 Original Lessee: COG Operating LLC
 Current Lessee: Franklin Mountain Energy, LLC -
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 2: W/2SW/4
 Lea County, New Mexico
 Number of Acres: 80.00
 Royalty Rates: 18.75%
 Name and Percent ORRI Owners: N/A
 Name and Percent WI Owners: Franklin Mountain Energy, LLC - 100%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
 Lease Date: September 1, 1970
 Lease Primary Term: Ten (10) years
 Recordation: Not Recorded
 Lessor: **United States of America**
 Original Lessee: Bernard A. Winer, M.D.
 Current Lessee: Franklin Mountain Energy, LLC – 100%
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 11: W/2W/2
 Lea County, New Mexico
 Number of Acres: 160.00
 Royalty Rate: 12.5000%
 WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
 ORRI Owners: Franklin Mountain Royalty Investments, LLC
 Bernard A. Winer, M.D.
 David Grimes
 Green Ribbon, Inc.
 Lacy Dinsmoor Roop 1999 Rev. Management Trust
 R. B. Freeman
 Sandia Minerals, LLC
 William J. Hopper
 Young Minerals Company
 Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Lee Zink
Franklin Mountain Energy, LLC
44 Cook Street, Suite 1000
Denver, CO 80206

September 26th, 2022

Re: Communitization Agreement Approval
Tatanka Federal Com #602H
Vertical Extent: Bone Spring
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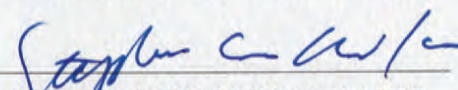
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COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

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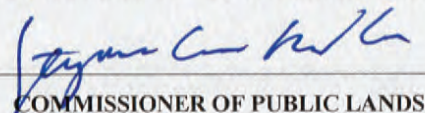
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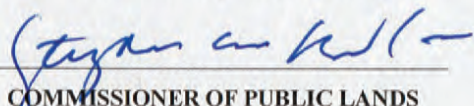
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NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of 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 **26th day of September, 2022**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version
COMMUNITIZATION AGREEMENT

API Initial Well: 30-025 - 49874

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions Sec. 2: E/2W/2, Sec. 11: E/2W/2,

Sect(s) 2 & 11, T 26S, R 35E, NMPM Lea County, NM

containing 320.00 acres, more or less, and this agreement shall include only the

Bone Spring Formation

or pool, underlying said lands and the oil and gas

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

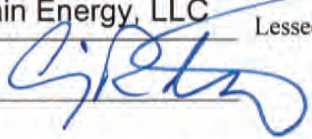
- 2022 SEP 22 11:13 AM
2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is June 1 2022 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

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

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

Operator	Franklin Mountain Energy, LLC	Lessees of Record	Franklin Mountain Energy, LLC
By	Craig R. Walters		
			
	Print name of person		
	CEO		
	Type of authority		

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

2022 SEP 22 AM 11:37

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of COLORADO _____)County of DENVER _____) SS)This instrument was acknowledged before me on 6/29/22

DATE

By Craig R. Walters

Name(s) of Person(s)

as CEO of Franklin Mountain Energy, LLC

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

Name of party on behalf of whom instrument was executed

(Seal)

Signature of Notarial Officer

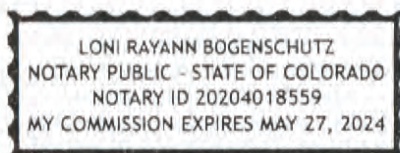
My commission expires: 5/27/24

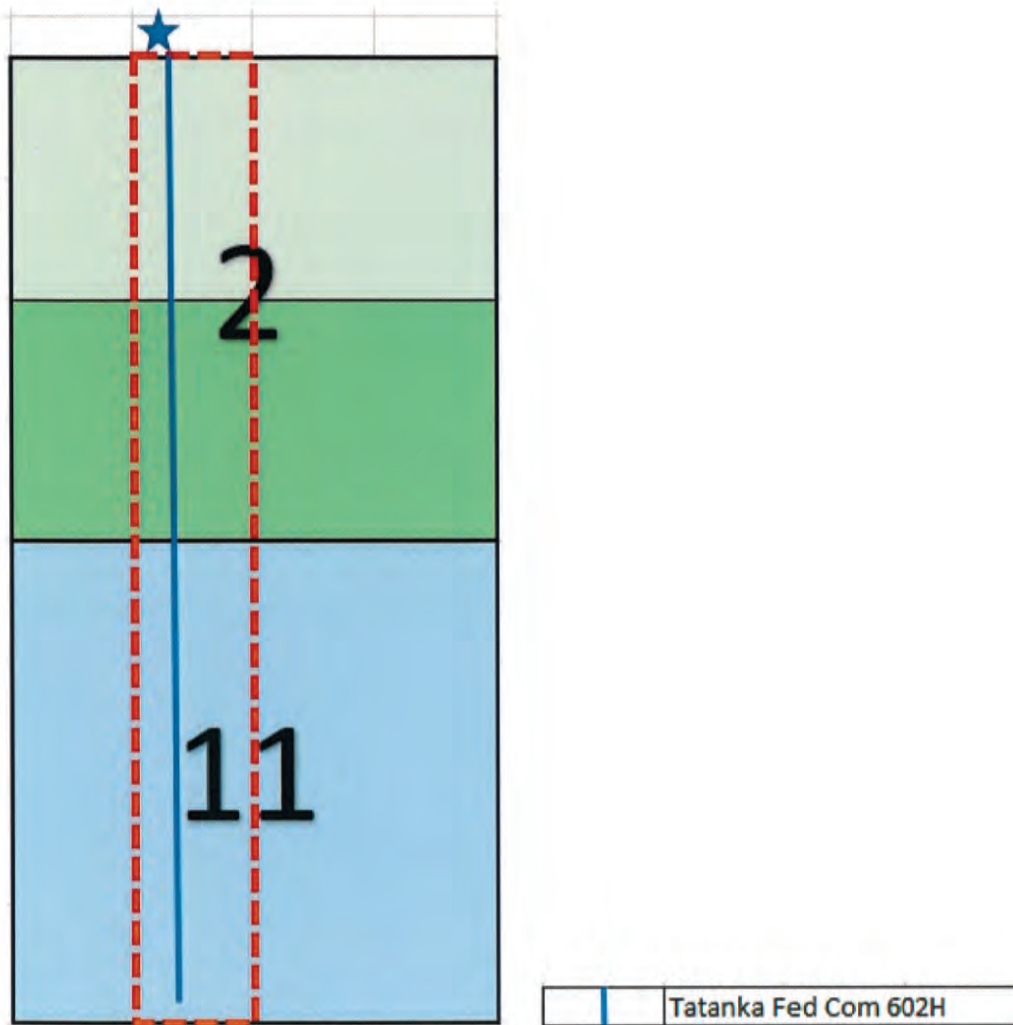
EXHIBIT A

To Communitization Agreement dated June 1, 2022

Plat of communitized area covering the:

Subdivisions E/2W/2 of Section 2, E/2W/2 of Section 11, of Sect(s). 2 & 11, T 26S,

R 35E, NMPM, County, NM.



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT B

To Communitization Agreement dated June 1, 2022, embracing the
 Subdivisions Sec. 2: E/2W/2, Sec. 11: E/2W/2 of Sect(s) 2 & 11, T 26S, R 35E, N.M.P.M.,
Lea County, NM

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC
Description of Land Committed:	Insofar and only insofar as said lease covers; <u>Township 26 South, Range 35 East</u> <u>Section 2: E/2NW/4</u> Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC -
Description of Land Committed:	Insofar and only insofar as said lease covers; <u>Township 26 South, Range 35 East</u> <u>Section 2: E/2SW/4</u> Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
 Lease Date: September 1, 1970
 Lease Primary Term: Ten (10) years
 Recordation: Not Recorded
 Lessor: **United States of America**
 Original Lessee: Bernard A. Winer, M.D.
 Current Lessee: Franklin Mountain Energy, LLC – 100%
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 11: E/2W/2
 Lea County, New Mexico
 Number of Acres: 160.00
 Royalty Rate: 12.5000%
 WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
 ORRI Owners: Franklin Mountain Royalty Investments, LLC
 Bernard A. Winer, M.D.
 David Grimes
 Green Ribbon, Inc.
 Lacy Dinsmoor Roop 1999 Rev. Management Trust
 R. B. Freeman
 Sandia Minerals, LLC
 William J. Hopper
 Young Minerals Company
 Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

Lee Zink
Franklin Mountain Energy, LLC
44 Cook Street, Suite 1000
Denver, CO 80206

September 26th, 2022

Re: Communitization Agreement Approval
Tatanka Federal Com #603H
Vertical Extent: Bone Spring
Township: 26 South, Range 35 East, NMPM
Section 02: W2E2
Section 11: W2E2

Lea County, New Mexico

Dear Mr. Zink,

The Commissioner of Public Lands has this date approved the Tatanka Federal Com #603H Communitization Agreement for the Bone Spring formation effective 06-01-2022. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Franklin Mountain Energy, LLC
Tatanka Federal Com #603H
Bone Spring
Township: 26 South, Range: 35 East, NMPM
Section 02: W2E2
Section 11: W2E2

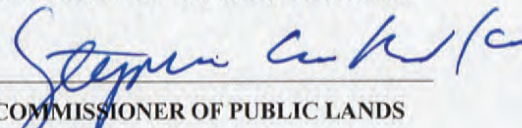
Lea County, New Mexico

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 **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 26th day of September, 2022.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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

Franklin Mountain Energy, LLC
Tatanka Federal Com #603H
Bone Spring
Township: 26 South, Range: 35 East, NMPM
Section 02: W2E2
Section 11: W2E2

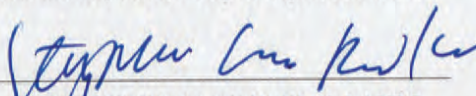
Lea County, New Mexico

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COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Franklin Mountain Energy, LLC
Tatanka Federal Com #603H
Bone Spring
Township: 26 South, Range: 35 East, NMPM
Section 02: W2E2
Section 11: W2E2

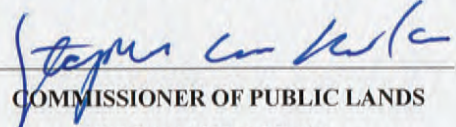
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COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/FEDERAL OR
STATE/FEDERAL/FEE

Revised August, 2021

ONLINE Version

COMMUNITIZATION AGREEMENT

API Initial Well: 30-025 - 49875

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions Sec. 2: W/2E/2, Sec. 11: W/2E/2,

Sect(s) 2 & 11, T 26S, R 35E, NMPM Lea County, NM

containing 320.00 acres, more or less, and this agreement shall include only the

Bone Spring Formation

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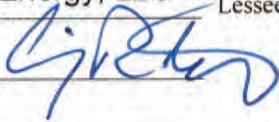
- 2022 SEP 22 AM 11:36
2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 2022 SEP 2 11:36
8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is June 1 2022 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

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

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

Operator	Franklin Mountain Energy, LLC	Lessees of Record	Franklin Mountain Energy, LLC
By	Craig R. Walters		
			
	Print name of person		
CEO			
Type of authority			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

2022 SEP 22 AM 11:36

Acknowledgment in an Individual Capacity

State of _____)

County of _____) ss)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative Capacity

State of COLORADO)

County of DENVER) ss)

This instrument was acknowledged before me on 6/29/22

DATE

By Craig R. Walters

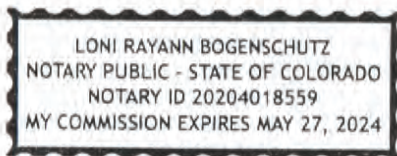
Name(s) of Person(s)

as CEO of Franklin Mountain Energy, LLC

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

Name of party on behalf of whom instrument was executed

(Seal)



[Signature]
Signature of Notarial Officer

My commission expires: 5/17/2024

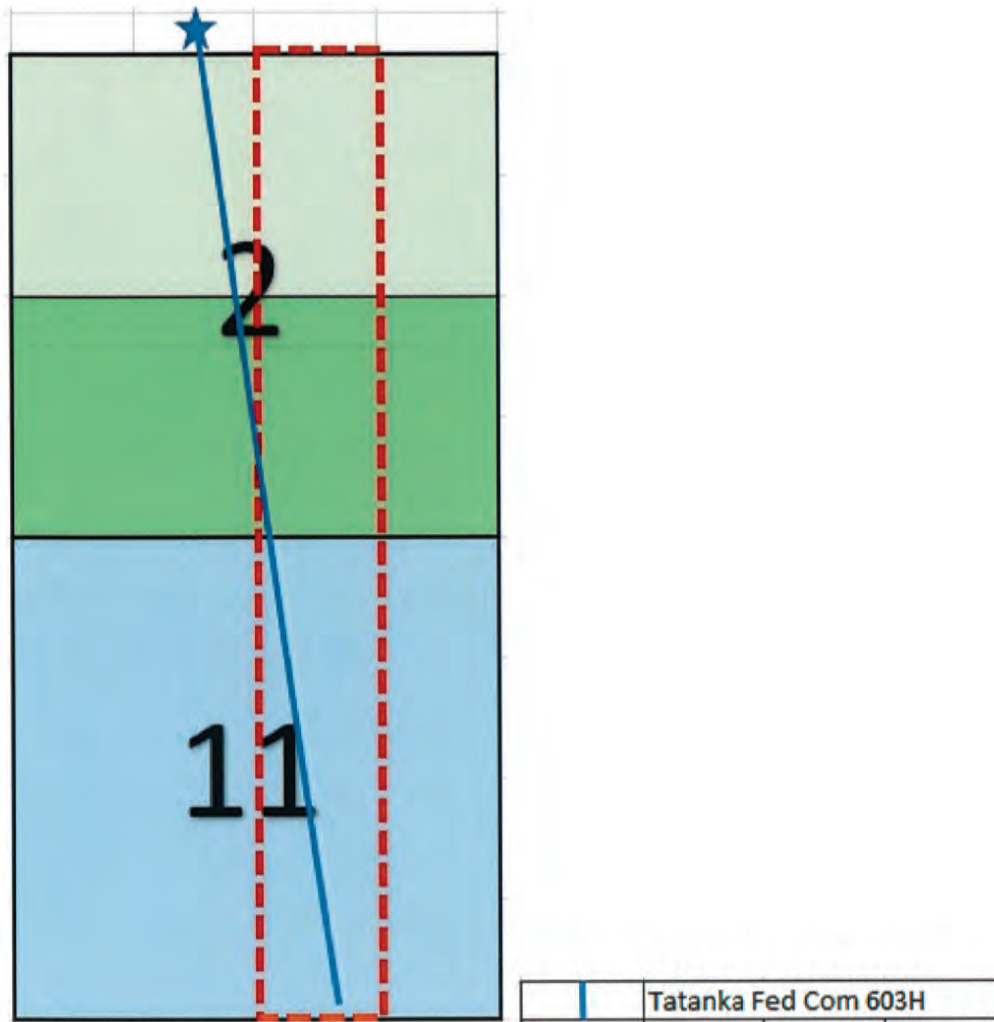
EXHIBIT A

To Communitization Agreement dated June 1, 2022

Plat of communitized area covering the:

Subdivisions W/2E/2 of Section 2, W/2E/2 of Section 11, of Sect(s). 2 & 11, T 26S,

R 35E, NMPM, County, NM.



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT B

To Communitization Agreement dated June 1, _____, 2022, embracing the
 Subdivisions Sec. 2: W/2E/2, Sec. 11: W/2E/2 of Sect(s) 2 & 11, T 26S, R 35E, N.M.P.M.,
Lea County, NM

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2NE/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC -
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> Section 2: W/2SE/4 Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
 Lease Date: September 1, 1970
 Lease Primary Term: Ten (10) years
 Recordation: Not Recorded
 Lessor: **United States of America**
 Original Lessee: Bernard A. Winer, M.D.
 Current Lessee: Franklin Mountain Energy, LLC – 100%
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 11: W/2E/2
 Lea County, New Mexico
 Number of Acres: 160.00
 Royalty Rate: 12.5000%
 WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
 ORRI Owners: Franklin Mountain Royalty Investments, LLC
 Bernard A. Winer, M.D.
 David Grimes
 Green Ribbon, Inc.
 Lacy Dinsmoor Roop 1999 Rev. Management Trust
 R. B. Freeman
 Sandia Minerals, LLC
 William J. Hopper
 Young Minerals Company
 Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%



COMMISSIONER

Stephanie Garcia Richard

State of New Mexico
Commissioner of Public Lands

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

COMMISSIONER'S OFFICE

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

Lee Zink
Franklin Mountain Energy, LLC
44 Cook Street, Suite 1000
Denver, CO 80206

September 26th, 2022

Re: Communitization Agreement Approval
Tatanka Federal Com #604H
Vertical Extent: Bone Spring
Township: 26 South, Range 35 East, NMPM
Section 02: E2E2
Section 11: E2E2

Lea County, New Mexico

Dear Mr. Zink,

The Commissioner of Public Lands has this date approved the Tatanka Federal Com #604H Communitization Agreement for the Bone Spring formation effective 06-01-2022. Enclosed are three Certificates of Approval.

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

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

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

Sincerely,

B. Lamkin

Baylen Lamkin
Petroleum Specialist Supervisor

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Franklin Mountain Energy, LLC
Tatanka Federal Com #604H
Bone Spring
Township: 26 South, Range: 35 East, NMPM
Section 02: E2E2
Section 11: E2E2

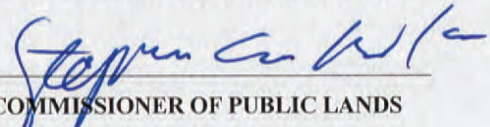
Lea County, New Mexico

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 **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **26th day of September, 2022**.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

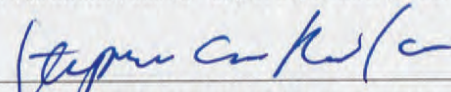
COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**Franklin Mountain Energy, LLC****Tatanka Federal Com #604H****Bone Spring****Township: 26 South, Range: 35 East, NMPM****Section 02: E2E2****Section 11: E2E2****Lea County, New Mexico**

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 **June 01, 2022**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Franklin Mountain Energy, LLC
Tatanka Federal Com #604H
Bone Spring
Township: 26 South, Range: 35 East, NMPM
Section 02: E2E2
Section 11: E2E2

Lea County, New Mexico

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- (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.

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IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 26th day of September, 2022.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

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

ONLINE Version
COMMUNITIZATION AGREEMENT

API Initial Well: 30-0²⁵ - 50090

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

WITNESSETH:

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

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

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

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

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

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

Subdivisions Sec. 2: E/2E/2, Sec. 11: E/2E/2,
Sect(s) 2 & 11, T 26S, R 35E, NMPM Lea County, NM
containing 320.00 acres, more or less, and this agreement shall include only the
Bone Spring Formation
or pool, underlying said lands and the oil and gas
(hereinafter referred to as "communitized substances") producible from such formation.

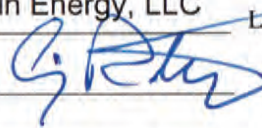
- 2022 JUN 22 11:35
2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
 3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and three (3) executed copies of a designation of successor operator shall be filed with the Authorized Officer and three (3) additional executed copies thereof shall be filed with the Commissioner.
 4. Operator shall furnish the Secretary of the Interior, or his authorized representative, and the Commissioner, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States and the State of New Mexico, as specified in the applicable oil and gas operating regulations.
 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of leasehold bears to the entire acreage interest committed to this agreement.
 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any federal lease bearing a sliding-or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

- 2022 SEP 22 11:35
8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules, and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or is such failure results from, compliance with any such laws, orders, rules or regulations.
 10. The date of this agreement is June 1 2022 Month Day, Year, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution of the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of Interior, or his/her duly authorized representative, and by the Commissioner or his/her duly authorized representative, and shall remain in force and effect for a period of one (1) year and so long thereafter as communitized substances are produced from the communitized area in paying quantities, and so long as all State leases remain in good standing with all State laws, rules & regulations; provided, that the one-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period; provided further that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of Interior, or his duly authorized representative, and all requirements of the Commissioner, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted and prosecuted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such capability of production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.
 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal lands shall be subject to approval by the

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

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

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

Operator	Franklin Mountain Energy, LLC	Lessees of Record	Franklin Mountain Energy, LLC
By	Craig R. Walters 		
	Print name of person		
CEO			
Type of authority			

Attach additional page(s) if needed.

[Acknowledgments are on following page.]

Acknowledgment in an Individual Capacity

State of _____)

County of _____) SS)

This instrument was acknowledged before me on _____

DATE

By _____

Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: _____

Acknowledgment in a Representative CapacityState of COLORADO _____)County of DENVER _____) SS)This instrument was acknowledged before me on 6/29/22

DATE

By Craig R. Walters

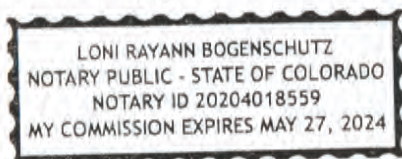
Name(s) of Person(s)

as CEO of Franklin Mountain Energy, LLC

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

Name of party on behalf of whom instrument was executed

(Seal)



Signature of Notarial Officer

My commission expires: 5/27/24

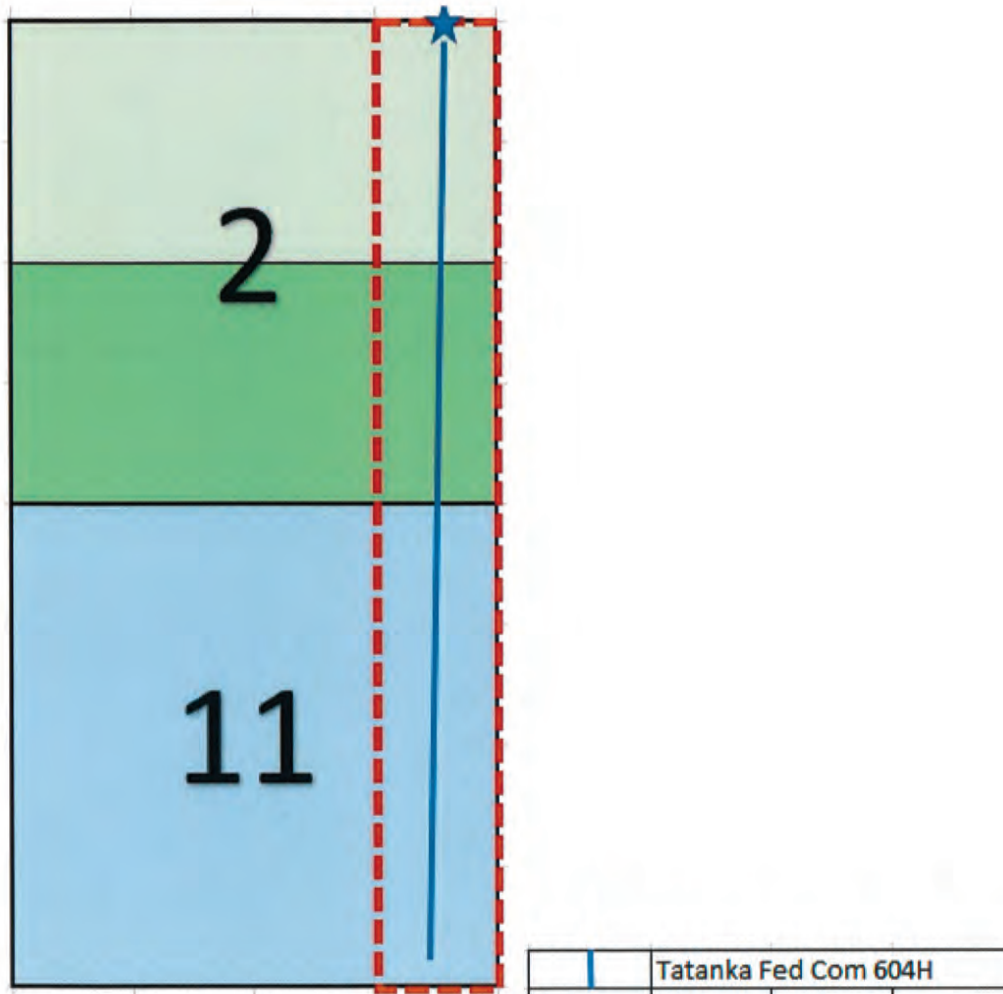
EXHIBIT A

To Communitization Agreement dated June 1, 2022

Plat of communitized area covering the:

Subdivisions E/2E/2 of Section 2, E/2E/2 of Section 11, of Sect(s). 2 & 11, T 26S,

R 35E, NMPM, County, NM.



1	VB-2840	Franklin Mountain Energy, LLC - 100%
2	VB-2849	Franklin Mounatin Energy, LLC - 100%
3	NMNM-12280	Franklin Mounatin Energy, LLC - 100%

EXHIBIT B

To Communitization Agreement dated June 1, 2022, embracing the
 Subdivisions Sec. 2: E/2E/2, Sec. 11: E/2E/2 of Sect(s) 2 & 11, T 26S, R 35E, N.M.P.M.,
Lea County, NM

Operator of Communitized Area: Franklin Mountain Energy, LLC

DESCRIPTION OF LEASES COMMITTED**TRACT NO. 1:**

Lease Serial Number:	VB-2840
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> <u>Section 2: E/2NE/4</u> Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 2:

Lease Serial Number:	VB-2849
Lease Date:	November 1, 2016
Lease Primary Term:	Five (5) years
Recordation:	Not Recorded
Lessor:	State of New Mexico
Original Lessee:	COG Operating LLC
Current Lessee:	Franklin Mountain Energy, LLC -
Description of Land Committed:	Insofar and only insofar as said lease covers: <u>Township 26 South, Range 35 East</u> <u>Section 2: E/2SE/4</u> Lea County, New Mexico
Number of Acres:	80.00
Royalty Rates:	18.75%
Name and Percent ORRI Owners:	N/A
Name and Percent WI Owners:	Franklin Mountain Energy, LLC - 100%

TRACT NO. 3:

Lease Serial Number: NMNM 12280
 Lease Date: September 1, 1970
 Lease Primary Term: Ten (10) years
 Recordation: Not Recorded
 Lessor: **United States of America**
 Original Lessee: Bernard A. Winer, M.D.
 Current Lessee: Franklin Mountain Energy, LLC – 100%
 Description of Land Committed: Insofar and only insofar as said lease covers:
Township 26 South, Range 35 East
 Section 11: E/2E/2
 Lea County, New Mexico
 Number of Acres: 160.00
 Royalty Rate: 12.5000%
 WI Owners Names and Interests: Franklin Mountain Energy, LLC – 100%
 ORRI Owners: Franklin Mountain Royalty Investments, LLC
 Bernard A. Winer, M.D.
 David Grimes
 Green Ribbon, Inc.
 Lacy Dinsmoor Roop 1999 Rev. Management Trust
 R. B. Freeman
 Sandia Minerals, LLC
 William J. Hopper
 Young Minerals Company
 Authority for Pooling: Federal Lease

RECAPITULATION

Tract No.	No. of Acres Committed	Percentage of Interest in the Communitized Area
1	80.00	25.00%
2	80.00	25.00%
3	160.00	50.00%
Total	320.00	100.000000%

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Authority

02-25-1920; 041STAT0437; 30USC181, ET SEQ; MINERAL
LEASING ACT OF 1920

Total Acres

1,240.0000

Serial Number

NMNM105552278

Agreement

Participating

Acres

Area Acres

0.0000

0.0000

Legacy Serial No

NMNM 012280

Product Type: 311211 O&G SIMULTANEOUS PUBLIC DOMAIN LEASE

Commodity: Oil & Gas

Case File Jurisdiction:

Case Disposition: AUTHORIZED

-

08/13/1970

CASE DETAILS

NMNM105552278

MLRS Case Ref C-7978786

Case Name

Unit Agreement
Name

Split Estate

Fed Min Interest

Effective Date 09/01/1970

Split Estate Acres

Future Min Interest

No

Expiration Date

Royalty Rate

12.5%

Future Min Interest Date

Land Type Public Domain

Royalty Rate Other

Acquired Royalty Interest

Formation Name

Approval Date

Held In a Producing Unit

No

Parcel Number

SPAR76

Sale Date

Number of Active Wells

Parcel Status

Sales Status

Production Status

Held by Actual Production

Total Bonus Amount 0.00

Related Agreement

Tract Number

Lease Suspended

No

Application Type

Fund Code

145003

Total Rental Amount

CASE CUSTOMERS

NMNM105552278

Name & Mailing Address

Interest Relationship

Percent
InterestCOTERRA ENERGY OPERATING CO
COTERRA ENERGY OPERATING CO
XXXXXXXXXX6001 DEAUVILLE BLVD. STE 300N
6001 DEAUVILLE BLVD. STE 300N
XXXXXXXXXXMIDLAND TX 79706
MIDLAND TX 79706
XXXXXXXXXX XX XXXXX-XXXXLESSEE
OPERATING RIGHTS
OPERATING RIGHTS100.0000
0.0000
0.0000**RECORD TITLE**

NMNM105552278

MTRS Subdivision and Metes and Bounds

Account

Percent Held

23 0260S 0350E 011 ALL

COTERRA ENERGY OPERATING CO

100.0000

23 0260S 0350E 012 E2NE,W2,NESE,W2SE

COTERRA ENERGY OPERATING CO

100.0000

23 0260S 0350E 013 NWNE,NENW

COTERRA ENERGY OPERATING CO

100.0000

OPERATING RIGHTS

(No Records Found)

ACTIVE LAND RECORDS

NMNM105552278

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	Land Status	District / Field Office	County	Mgmt Agency
23	0260S	0350E	011	Aliquot		ALL	Migrated - Existing Footprint	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0260S	0350E	012	Aliquot		E2NE,W2, NESE,W2SE	Migrated - Existing Footprint	PECOS DISTRICT OFFICE CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0260S	0350E	013	Aliquot		NWNE,NENW	Migrated - Existing	PECOS DISTRICT OFFICE CARLSBAD	LEA	BUREAU OF LAND MGMT

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Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	Land Status	District / Field Office	County	Mgmt Agency
Footprint								FIELD OFFICE		

INACTIVE LAND RECORDS

NMNM105552278

Mer	Twp	Rng	Sec	Survey Type	Survey Number	Subdivision	Land Status	District / Field Office	County	Mgmt Agency
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CASE ACTIONS

NMNM105552278

Action Date	Date Filed	Effective Date	Action Name	Action Status	Action Information
07/26/1970	07/26/1970		CASE ESTABLISHED	APPROVED/ACCEPTED	Action Remarks: SPAR76;
07/27/1970	07/27/1970		DRAWING HELD	APPROVED/ACCEPTED	
08/13/1970	08/13/1970		LEASE ISSUED	APPROVED/ACCEPTED	
09/01/1970	09/01/1970		EFFECTIVE DATE	APPROVED/ACCEPTED	
09/01/1970	09/01/1970		FUND CODE	APPROVED/ACCEPTED	Action Remarks: 05;145003
09/01/1970	09/01/1970		RLTY RATE - 12 1/2%	APPROVED/ACCEPTED	
06/01/1973	06/01/1973		CASE SEGREGATED BY ASGN	APPROVED/ACCEPTED	Action Remarks: INTO NMNM12280-A;
04/29/1980	04/29/1980		COMMITTED TO AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM71047X;TALCO UA
12/31/1980	12/31/1980		EXTENDED	APPROVED/ACCEPTED	Action Remarks: THRU 08/31/82;
03/02/1981	03/02/1981		HELD BY PROD - ACTUAL	APPROVED/ACCEPTED	
04/30/1981	04/30/1981		NOTICE SENT-PROD STATUS	APPROVED/ACCEPTED	
03/02/1986	03/02/1986		ELIM BY CONTRAC(PARTIAL)	APPROVED/ACCEPTED	Action Remarks: NMNM71047X;TALCO UA
08/05/1987	08/05/1987		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: TIPPERARY/AM TRADING
04/11/1988	04/11/1988		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 09/01/87;
04/22/1988	04/22/1988		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: MRR/LR
11/30/1988	11/30/1988		CASE MICROFILMED/SCANNED	APPROVED/ACCEPTED	Action Remarks: CNUM 104,277
06/28/1993	06/28/1993		RENTAL RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$140.00;41/0000009006
08/29/1994	08/29/1994		RENTAL RECEIVED	APPROVED/ACCEPTED	Action Remarks: \$140.00;21/0000009006
03/21/1995	03/21/1995		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: GSB
03/21/1995	03/21/1995		TRANSFER OF INTEREST	APPROVED/ACCEPTED	Action Remarks: D FASKEN EST/B FASKEN
07/10/1995	07/10/1995		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$140.00;21/0000009007
07/12/1996	07/12/1996		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$140.00;21/0000009007
08/19/1997	08/19/1997		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$140.00;21/0000009000
07/21/1998	07/21/1998		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$140.00;21/0000000140
11/13/1998	11/13/1998		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: M R YOUNG/AMERICAN
11/13/1998	11/13/1998		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: W K YOUNG/AMERICAN
11/13/1998	11/13/1998		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: F G YOUNG/AMERICAN
01/05/1999	01/05/1999		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 12/01/98;
01/07/1999	01/07/1999		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 12/01/98;
01/07/1999	01/07/1999		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: LR
01/14/1999	01/14/1999		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 12/01/98;
01/14/1999	01/14/1999		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: LR
09/07/1999	09/07/1999		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$140.00;11/207
05/01/2000	05/01/2000		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: EST FASKEN/DICKSON;2
05/01/2000	05/01/2000		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: FASKEN/FASKEN LAND;3
05/01/2000	05/01/2000		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: DICKSON/FASKEN L;1
05/08/2000	05/08/2000		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: FASKEN/CUSTER&WR;4
07/06/2000	07/06/2000		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 06/01/00;3
07/06/2000	07/06/2000		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 06/01/00;2
07/06/2000	07/06/2000		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 06/01/00;1
07/06/2000	07/06/2000		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: ANN
07/07/2000	07/07/2000		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 06/01/00;
07/31/2000	07/31/2000		RENTAL RECEIVED BY ONRR	APPROVED/ACCEPTED	Action Remarks: \$140.00;21/258
04/15/2005	04/15/2005		LEASE IN UNIT/UNCOMMIT'D	APPROVED/ACCEPTED	Action Remarks: NMNM112744X;ARENAROJA
10/09/2012	10/09/2012		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: LBO
10/09/2012	10/09/2012		MERGER NAME CHANGE	APPROVED/ACCEPTED	Action Remarks: AMER TRAD/TEMA OG
07/31/2016	07/31/2016		UNIT AGRMT TERMINATED	APPROVED/ACCEPTED	Action Remarks: NMNM71047X;TALCO UA
06/09/2017	06/09/2017		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: TEMA OIL/ROSEHILL;1

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06/09/2017	06/09/2017		TRANSFER OF OPERATING RIGHTS FILED	APPROVED/ACCEPTED	Receipt Number: 3858727 Action Remarks: TEMA OIL/ROSEHILL;1 Receipt Number: 3858727
07/13/2017	07/13/2017		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 07/01/17;
07/13/2017	07/13/2017		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: RCC
07/13/2017	07/13/2017		TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 07/01/17;
07/02/2018	07/02/2018		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: FASKEN ET/BROOKS RI;3 Receipt Number: 4202962
07/02/2018	07/02/2018		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: BROOKS ET/BROOKS RI;4 Receipt Number: 4202962
07/02/2018	07/02/2018		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: AMERICAN/TEMA OIL;3 Receipt Number: 4202962
07/02/2018	07/02/2018		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: CUSTER & W/CUSTER M;3 Receipt Number: 4202962
07/02/2018	07/02/2018		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: ESTATE OF/BROOKS AN;4 Receipt Number: 4202962
07/02/2018	07/02/2018		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: BROOKS OI/TEMA OIL;3 Receipt Number: 4202962
07/02/2018	07/02/2018		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: AMERICAN/GRIMES DA;3 Receipt Number: 4202962
07/02/2018	07/02/2018		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: BROOKS FA/BROOKS OI;4 Receipt Number: 4202962
07/02/2018	07/02/2018		TRF OF ORR FILED	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 4202962
08/06/2018	08/06/2018		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: FORTSON B/VPD NEW M;1 Receipt Number: 4228899
03/04/2019	03/04/2019		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 09/01/18;
03/04/2019	03/04/2019		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: KB
04/04/2019	04/04/2019		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: ROSEHILL/FRANKLIN;1 Receipt Number: 4417670
04/04/2019	04/04/2019		ASGN FILED	APPROVED/ACCEPTED	Action Remarks: CUSTER &/FRANKLIN;1 Receipt Number: 4417670
04/04/2019	04/04/2019		TRANSFER OF OPERATING RIGHTS FILED	APPROVED/ACCEPTED	Action Remarks: ROSEHILL/FRANKLIN;1 Receipt Number: 4417670
04/04/2019	04/04/2019		TRANSFER OF OPERATING RIGHTS FILED	APPROVED/ACCEPTED	Action Remarks: CUSTER &/FRANKLIN;1 Receipt Number: 4417670
06/10/2019	06/10/2019		ASGN DENIED	APPROVED/ACCEPTED	Action Remarks: ESTATE OF/BROOKS AN;4
06/10/2019	06/10/2019		ASGN DENIED	APPROVED/ACCEPTED	Action Remarks: FASKEN ET/BROOKS RI;3
06/10/2019	06/10/2019		ASGN DENIED	APPROVED/ACCEPTED	Action Remarks: AMERICAN/TEMA OIL;3
06/10/2019	06/10/2019		ASGN DENIED	APPROVED/ACCEPTED	Action Remarks: CUSTER &W/CUSTER M;3
06/10/2019	06/10/2019		ASGN DENIED	APPROVED/ACCEPTED	Action Remarks: BROOKS ET/BROOKS RI;4
06/10/2019	06/10/2019		ASGN DENIED	APPROVED/ACCEPTED	Action Remarks: BROOKS FA/BROOKS OI;4
06/10/2019	06/10/2019		ASGN DENIED	APPROVED/ACCEPTED	Action Remarks: BROOKS OI/TEMA OIL;3
07/15/2019	07/15/2019		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM141099;
07/16/2019	07/16/2019		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 05/01/19;
07/16/2019	07/16/2019		AUTOMATED RECORD VERIF	APPROVED/ACCEPTED	Action Remarks: AMV
07/16/2019	07/16/2019		TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 05/01/19;
07/17/2019	07/17/2019		ASGN APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 05/01/19;
07/17/2019	07/17/2019		TRF OPER RGTS APPROVED	APPROVED/ACCEPTED	Action Remarks: EFF 05/01/19;
12/13/2019	12/13/2019		TRF OF ORR FILED	APPROVED/ACCEPTED	Action Remarks: 3 Receipt Number: 4634826
12/13/2019	12/13/2019		TRF OF ORR FILED	APPROVED/ACCEPTED	Action Remarks: 6 Receipt Number: 4634826
12/13/2019	12/13/2019		TRF OF ORR FILED	APPROVED/ACCEPTED	Action Remarks: 5 Receipt Number: 4634826
12/13/2019	12/13/2019		TRF OF ORR FILED	APPROVED/ACCEPTED	Action Remarks: 4 Receipt Number: 4634826
12/13/2019	12/13/2019		TRF OF ORR FILED	APPROVED/ACCEPTED	Action Remarks: 7 Receipt Number: 4634826
12/13/2019	12/13/2019		TRF OF ORR FILED	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 4634826
12/13/2019	12/13/2019		TRF OF ORR FILED	APPROVED/ACCEPTED	Action Remarks: 2 Receipt Number: 4634826

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Action Date	Date Filed	Effective Date	Action Name	Action Status	Action Information
01/27/2020	01/27/2020		TRF OF ORR FILED	APPROVED/ACCEPTED	Action Remarks: 2 Receipt Number: 4670981
01/27/2020	01/27/2020		TRF OF ORR FILED	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 4670981
08/20/2020	08/20/2020		TRF OF ORR FILED	APPROVED/ACCEPTED	Action Remarks: 1 Receipt Number: 4785939
09/01/2020	09/01/2020		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM143225; Production Determination Status: First Production Well Name: LHS WILDCAT FED COM 604H Well Number: 3002548106 First Production Date: 2021-12-31 Case Action Status Date: 2022-05-27
09/01/2020	09/01/2020		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM143223; Production Determination Status: First Production Well Name: LHS WILDCAT FED COM 705H Well Number: 3002548107 First Production Date: 2021-12-30 Case Action Status Date: 2022-05-27
09/01/2020	09/01/2020		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM143224; Production Determination Status: First Production Well Name: JUDGE BAYLOR FED COM 701H Well Number: 3002548103 First Production Date: 2021-11-18 Case Action Status Date: 2022-05-27
09/01/2020	09/01/2020	09/01/2020	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770729
09/01/2020	09/01/2020		LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Action Remarks: NMNM143226; Production Determination Status: First Production Well Name: JUDGE BAYLOR FED COM 601H Well Number: 3002548102 First Production Date: 2021-11-18 Case Action Status Date: 2022-05-27
09/01/2020	09/01/2020	09/01/2020	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770728
09/01/2020	09/01/2020	09/01/2020	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770726
09/01/2020	09/01/2020	09/01/2020	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770727
11/19/2021			MEMO OF 1ST PROD-ACTUAL	APPROVED/ACCEPTED	Production Determination Status: First Production Agreement Serial Number: NMNM105770727 Production Type: Actual Well Name: KASTON FED COM 603H Well Number: 3002548104 First Production Date: 2021-11-19
11/21/2021			MEMO OF 1ST PROD-ACTUAL	APPROVED/ACCEPTED	Production Determination Status: First Production Production Type: Actual Well Name: KASTON FED COM 703H Well Number: 3002548105 First Production Date: 2021-11-21
11/23/2021			MEMO OF 1ST PROD-ACTUAL	APPROVED/ACCEPTED	Production Determination Status: First Production Production Type: Actual Well Name: BUS DRIVER FED COM 602H Well Number: 3002548100 First Production Date: 2021-11-23
11/27/2021			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Production Determination Status: First Production

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Action Date	Date Filed	Effective Date	Action Name	Action Status	Action Information
02/07/2022			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Production Type: Actual Well Name: BUS DRIVER FED COM 702H Well Number: 3002548101 First Production Date: 2021-11-27 Production Determination Status: First Production Agreement Serial Number: NMNM141099 Production Type: Actual Well Name: TATANKA FEDERAL 4H Well Number: 3002544570 First Production Date: 2020-01-20 Action Remarks: NMNM105832894
06/01/2022	06/01/2022	06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	
06/24/2022	01/20/2022	02/01/2022	ASSIGNMENT	APPROVED/ACCEPTED	Action Remarks: VPD NEW M/FRANKLIN;1 ;Bond: C-8336719 Receipt Number: 5007389 Case Action Status Date: 2022-06-27 Production Determination Status: First Production Production Type: Actual Well Name: TATANKA FED COM 603H Well Number: 3002549875 First Production Date: 2023-04-21 Production Determination Status: First Production Production Type: Actual Well Name: TATANKA FED COM 805H Well Number: 3002549885 First Production Date: 2023-04-25 Production Determination Status: First Production Production Type: Actual Well Name: TATANKA FED COM 804H Well Number: 3002549884 First Production Date: 2023-04-23 Production Determination Status: First Production Production Type: Actual Well Name: TATANKA FED COM 704H Well Number: 3002549879 First Production Date: 2023-04-26 Action Remarks: NMNM105770979 Production Determination Status: First Production Production Type: Actual Well Name: TATANKA FED COM 703H Well Number: 3002549878 First Production Date: 2023-04-26 Production Determination Status: First Production Production Type: Actual Well Name: TATANKA FED COM 602H Well Number: 3002549874 First Production Date: 2023-04-29 Production Determination Status: First Production Production Type: Actual Well Name: TATANKA FED COM 601H Well Number: 3002549873 First Production Date: 2023-05-06 Production Determination Status: First Production Agreement Serial Number: NMNM143223 Production Type: Actual
04/21/2023			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	
04/25/2023			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	
04/26/2023			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	
04/26/2023			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	
04/26/2023			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	
04/29/2023			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	
05/06/2023			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	
12/18/2023			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	

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Action Date	Date Filed	Effective Date	Action Name	Action Status	Action Information
08/22/2024	06/17/2022	06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Well Name: WILDCAT FED COM 705H Well Number: 3002548107 First Production Date: 2021-12-28 Agreement Serial Number: NMNM105770976
08/22/2024	06/17/2022	06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770972
08/22/2024	06/17/2022	06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770978
08/22/2024	06/17/2022	06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770973
08/22/2024	06/17/2022	06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770974
08/22/2024	06/17/2022	06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770977
08/22/2024	06/17/2022	06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770983
08/22/2024	06/17/2022	06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770970
08/22/2024	06/17/2022	06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770975
08/22/2024	06/17/2022	06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770980
09/16/2024	06/17/2022	06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105770979
10/21/2024		06/01/2022	LEASE COMMITTED TO COMMUNITIZATION AGREEMENT	APPROVED/ACCEPTED	Agreement Serial Number: NMNM105774393
05/15/2025			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	Production Determination Status: First Production Agreement Serial Number: NMNM106721884 Production Type: Actual Well Name: PF Federal Com 802H Well Number: 3002549857 First Production Date: 2023-01-06 Production Determination Status: First Production Agreement Serial Number: NMNM105832894 Production Type: Actual Well Name: Tatanka Fed Com 702H Well Number: 3002549877
06/09/2025			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	First Production Date: 2023-05-01 Production Determination Status: First Production Agreement Serial Number: NMNM105770970 Production Type: Actual Well Name: TATANKA FED COM 101H Well Number: 3002549865
07/28/2025			PRODUCTION DETERMINATION	APPROVED/ACCEPTED	First Production Date: 2024-08-17 Action Remarks: Merger (three separate entities); Receipt No. 5540298 Defect Type: Curable To Entity: Coterra Energy Operating Co. From Entity: Coterra Energy Operating E, F, M, LLCs Receipt Number: 5540298 Case Action Status Date: 2025-11-26
11/26/2025	11/05/2025	10/01/2025	MERGER NAME CHANGE	APPROVED/ACCEPTED	

ASSOCIATED AGREEMENT OR LEASE (RECAPITULATION TABLE) INFO							NMNM105552278
Agreement Serial Number	Agreement Legacy Serial	Case Disposition	Product Name	Tract No	Commitment	Commitment Status	Allocation Acres Percent

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION

Run Date/Time: 7/17/2026 14:00 PM
Single Serial Number Report

Serial Register Page
NMNM105552278

Page 7 of 8

Number		Status	Effective Date					
NMNM105366074	NMNM 071047X	CLOSED	O&G EXPLORATORY UNIT AGREEMENT	02	Fully Committed	09/01/1970	960.0000	0.000000
NMNM105400692	NMNM 112744X	AUTHORIZED	O&G EXPLORATORY UNIT AGREEMENT	02	Not Committed	09/01/1970	80.0000	0.000000
NMNM105725666	NMNM 141099	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	03		09/01/1970	160.0000	50.000000
NMNM105738334	NMNM 143223	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	02		09/01/1970	120.0000	37.500000
NMNM105738335	NMNM 143224	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	02		09/01/1970	160.0000	50.000000
NMNM105738336	NMNM 143225	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	02		09/01/1970	120.0000	37.500000
NMNM105738337	NMNM 143226	AUTHORIZED	O&G COMMUNITIZATION AGREEMENT	02		09/01/1970	160.0000	50.000000
NMNM105770726		AUTHORIZED		02		09/01/1970	200.0000	55.555600
NMNM105770727		AUTHORIZED		03		09/01/1970	120.0000	33.333400
NMNM105770728		AUTHORIZED		03		09/01/1970	320.0000	44.444500
NMNM105770729		AUTHORIZED		03		09/01/1970	320.0000	44.444500
NMNM105770970		AUTHORIZED		03		09/01/1970	160.0000	50.000000
NMNM105770972		AUTHORIZED		03		09/01/1970	160.0000	50.000000
NMNM105770973		AUTHORIZED		03		09/01/1970	160.0000	50.000000
NMNM105770974		AUTHORIZED		03		09/01/1970	160.0000	50.000000
NMNM105770975		AUTHORIZED		03		09/01/1970	160.0000	50.000000
NMNM105770976		AUTHORIZED		03		09/01/1970	160.0000	50.000000
NMNM105770977		AUTHORIZED		03		09/01/1970	160.0000	50.000000
NMNM105770978		AUTHORIZED		03		09/01/1970	160.0000	50.000000
NMNM105770979		AUTHORIZED		03		09/01/1970	320.0000	50.000000
NMNM105770980		AUTHORIZED		03		09/01/1970	160.0000	50.000000
NMNM105770982		CLOSED		03		09/01/1970	320.0000	50.000000
NMNM105770983		AUTHORIZED		03		09/01/1970	320.0000	50.000000
NMNM105770984		CLOSED		03		09/01/1970	320.0000	50.000000
NMNM105774393		AUTHORIZED		03		09/01/1970	160.0000	50.000000
NMNM105832894		AUTHORIZED		03		09/01/1970	160.0000	50.000000
NMNM106721884		AUTHORIZED		03		09/01/1970	320.0000	0.000000

PARTICIPATING AREA

NMNM105552278

Participating Area Serial Number	Legacy Serial Number	Case Disposition	Effective Date	Tract Number	Tract Commitment Status
NMNM105386623	NMNM 112744A	AUTHORIZED	04/23/2007	02	Not Committed

LEGACY CASE REMARKS

NMNM105552278

Legacy Case Remarks includes remarks made for the case in LR2000 up until March 14, 2022. These Case Remarks will no longer be updated in MLRS. This section of the SRP is obsolete. Please reference the MLRS website for more information and refer to the Case Actions section - Action Information on this report for similar data.

Line Number	Remark Text
0002	TEMA OG NW BOND \$150,000;
0003	7/16/19 - ROSEHILL OPERATING CO LLC - NMB001484 NW

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION

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Serial Register Page
NMNM105552278

Page 8 of 8

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PUN Lease

Search Pun Lease Information

Enter PUN:

☒ Active ☐ De-Active

Lease Prefix: VB Lease Sequence: 2849

Search

Clear

16 Active Leases were found.

[Export Grid To Excel \(click here\)](#)

Pun	Royalty Rate	Lease Information	Property Name
1383837	0.18750	VB-2849	TATANKA FEDERAL COM
1395710	0.18750	VB-2849	TATANKA FEDERAL COM
1395724	0.18750	VB-2849	TATANKA FEDERAL COM
1395733	0.18750	VB-2849	TATANKA FEDERAL COM
1395741	0.18750	VB-2849	TATANKA FEDERAL COM
1395755	0.18750	VB-2849	TATANKA FEDERAL COM
1395762	0.18750	VB-2849	TATANKA FEDERAL COM
1395779	0.18750	VB-2849	TATANKA FEDERAL COM
1395786	0.18750	VB-2849	TATANKA FEDERAL COM
1395790	0.18750	VB-2849	TATANKA FEDERAL COM
1395805	0.18750	VB-2849	TATANKA FEDERAL COM
1395811	0.18750	VB-2849	TATANKA STATE COM
1399339	0.18750	VB-2849	TATANKA FEDERAL COM
1399570	0.18750	VB-2849	TATANKA FEDERAL COM
1401051	0.18750	VB-2849	TATANKA FEDERAL COM

Royalty Pun Inquiry - Pun Lease
TATANKA FEDERAL COM

VB-2849

0.18750

1401110

7/17/26, 2:04 PM

PUN Lease

Search Pun Lease Information

Enter PUN:

☒ Active ☐ De-Active

Lease Prefix: VB Lease Sequence: 2840

Search

Clear

16 Active Leases were found.

[Export Grid To Excel \(click here\)](#)

Pun	Royalty Rate	Lease Information	Property Name
1383837	0.18750	VB-2840	TATANKA FEDERAL COM
1395710	0.18750	VB-2840	TATANKA FEDERAL COM
1395724	0.18750	VB-2840	TATANKA FEDERAL COM
1395733	0.18750	VB-2840	TATANKA FEDERAL COM
1395741	0.18750	VB-2840	TATANKA FEDERAL COM
1395755	0.18750	VB-2840	TATANKA FEDERAL COM
1395762	0.18750	VB-2840	TATANKA FEDERAL COM
1395779	0.18750	VB-2840	TATANKA FEDERAL COM
1395786	0.18750	VB-2840	TATANKA FEDERAL COM
1395790	0.18750	VB-2840	TATANKA FEDERAL COM
1395805	0.18750	VB-2840	TATANKA FEDERAL COM
1395811	0.18750	VB-2840	TATANKA STATE COM
1399339	0.18750	VB-2840	TATANKA FEDERAL COM
1399570	0.18750	VB-2840	TATANKA FEDERAL COM
1401051	0.18750	VB-2840	TATANKA FEDERAL COM

Royalty Pun Inquiry - Pun Lease	TATANKA FEDERAL COM
---------------------------------	---------------------

VB-2840

0.18750

1401110

7/17/26, 2:02 PM

Exhibit 5

name_line1	int_type_code_desc	full_addr	city	state	zip
BERNARD & GRACE WINER LVG TRUST	DIV OVERRIDING ROYALTY	BERNARD A WINER TTEE GRACE S WINER TTEE 4758 SW EDDY ST	SEATTLE	WA	98136
COTERRA ENERGY OPERATING CO.	DIV OVERRIDING ROYALTY	PO BOX 4544	HOUSTON	TX	77210-4544
COTERRA ENERGY OPERATING CO.	WORKING INTEREST	PO BOX 4544	HOUSTON	TX	77210-4544
CTRA ROYALTY INVESTMENTS F LLC	DIV OVERRIDING ROYALTY	THREE MEMORIAL CITY PLAZA 840 GESSNER RD STE 1400	HOUSTON	TX	77024
DORIS EARLINE FREEMAN	DIV OVERRIDING ROYALTY	UNKNOWN	UNKNOWN	DE	(null)
ELEANOR J HOPPER	DIV OVERRIDING ROYALTY	3102 SENTINEL DR	MIDLAND	TX	79701
GREEN RIBBON INC	DIV OVERRIDING ROYALTY	PO BOX 581009	SALT LAKE CITY	UT	84158
GRIMES 710 LLC	DIV OVERRIDING ROYALTY	PO BOX 2006	MIDLAND	TX	79702
LACY DINSMOOR ROOP 1999 REV MGMT TRUST	DIV OVERRIDING ROYALTY	CLARENCE DAVID ROOP SUCC TTEE 3109 COUNTY ROAD 264	BRECKENRIDGE	TX	76424
BUREAU OF LAND MANAGEMENT	FEDERAL ROYALTY	301 DINOSAUR TRAIL	SANTA FE	NM	87508
R B FREEMAN	DIV OVERRIDING ROYALTY	505 APPLE TREE CT	SAGINAW	TX	76179
R B FREEMAN	DIV OVERRIDING ROYALTY	505 APPLE TREE CT	SAGINAW	TX	76179
R B FREEMAN	DIV OVERRIDING ROYALTY	505 APPLE TREE CT	SAGINAW	TX	76179
R B FREEMAN	DIV OVERRIDING ROYALTY	505 APPLE TREE CT	SAGINAW	TX	76179
STATE LAND OFFICE	ROYALTY INTEREST	PO BOX 1148	SANTA FE	NM	87504
WING RESOURCES VIII LLC	DIV OVERRIDING ROYALTY	2100 MCKINNEY AVE STE 1540	DALLAS	TX	75201

BEATTY & WOZNIAK, P.C.

ATTORNEYS AT LAW
500 DON GASPAR AVENUE
SANTA FE, NEW MEXICO 87505
TELEPHONE 505-983-8545
FACSIMILE 800-886-6566
www.bwenergylaw.com

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NEW MEXICO

WYOMING

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MSUAZO@BWENERGYLAW.COM

JACOB L. EVERHART
505-999-0401
JEVERHART@BWENERGYLAW.COM

July 24, 2026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO: ALL AFFECTED PARTIES

Re: Application of Coterra Energy Operating Company for administrative approval to surface commingle (pool and lease) oil and gas production from spacing units underlying the All of Sections 2 and 11, Township 26 South, Range 35 East, N.M.P.M, Lea County, New Mexico (the "Lands")

Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date. Any objection to this application must be filed in writing within twenty (20) days from the date this application is received by the Division's Santa Fe office located at 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division.

This Application would have been filed with, and received by, the Division either on the date of this letter as referenced above, or no later than two (2) days after the date referenced above. Email correspondence for this matter can be sent to the Division at OCD.Engineer@emnrd.nm.gov.

Coterra respectfully requests authority to add additional wells contained within the spacing units identified and approved in this application by filing a Subsequent Report C-103 and C-102 with the NMOCD. Notice to owners shall not be required when amending the application to add wells contained within spacing units previously approved for commingling authority.

Pursuant to Statewide rule 19.15.12.10 (C)(4)(g) Coterra respectfully requests the option to include additional pool or leases within the following parameters:

Coterra may add additional production from the WC-025 G-08 S2533400; Bone Spring [97088] and WC-025 G-09 S263504N; Wolfcamp [98117] pools under State Lease Numbers VB-2840, VB-2849, Federal lease NMNM012280, and the CA's listed in the application.

BEATTY & WOZNIAK, P.C.

Energy in the Law®

BEATTY & WOZNIAK, P.C.

July 24, 2026
Page 2

Thank you for your time and attention to this matter. If you have any questions about this application, please contact the following:

Phillip Levasseur
Regulatory Compliance Manager, Permian Business Unit
(432) 620-1642
phillip.levasseur@coterra.com

Very truly yours,

BEATTY & WOZNIAK, P.C.

A handwritten signature in blue ink, appearing to read "Miguel Suazo", is written over a light blue rectangular background.

Miguel Suazo
Jacob L. Everhart
Attorney(s) for Coterra Energy Operating Co.

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2100 MCKINNEY AVE STE 1540
DALLAS, TX 75201

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CLARENCE DAVID ROOP SUCC TTEE
3109 COUNTY ROAD 264
BRECKENRIDGE, TX 76424

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3102 SENTINEL DR
MIDLAND, TX 79701

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COMMISSIONER OF PUBLIC LANDS
ATTN: COMMINGLING MANAGER
PO BOX 1148
SANTA FE, NM 87504-1148

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GREEN RIBBON INC
PO BOX 581009
SALT LAKE CITY, UT 84158

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BERNARD & GRACE WINER LVG TRUST
BERNARD A WINER TTEE GRACE S
WINER TTEE
4758 SW EDDY ST
SEATTLE, WA 98136

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Total Postage and Fees \$

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R B FREEMAN DIV
505 APPLE TREE CT
SAGINAW, TX 76179

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GRIMES 710 LLC
PO BOX 2006
MIDLAND, TX 79702

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Total Postage and Fees \$

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Your item was delivered to the front desk, reception area, or mail room at 12:25 pm on July 30, 2026 in DALLAS, TX 75201.

Delivered

Delivered, Front Desk/Reception/Mail Room
DALLAS, TX 75201
July 30, 2026 12:25 PM

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Product Information	▼
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Latest Update

Your item was picked up at the post office at 1:22 pm on August 1, 2026 in SANTA FE, NM 87501.

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Delivered

Delivered, Individual Picked Up at Post Office
SANTA FE, NM 87501
August 1, 2026 1:22 PM

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Latest Update

Your item was delivered to an individual at the address at 2:39 pm on August 1, 2026 in SEATTLE, WA 98136.

Delivered

Delivered, Left with Individual
SEATTLE, WA 98136
August 1, 2026 2:39 PM

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Latest Update

Your item was delivered to an individual at the address at 2:55 pm on July 30, 2026 in BRECKENRIDGE, TX 76424.

Delivered

Delivered, Left with Individual
BRECKENRIDGE, TX 76424
July 30, 2026 2:55 PM

See All Tracking History

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Product Information



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Tracking Number:

Remove X

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Latest Update

Your item was delivered to the front desk, reception area, or mail room at 10:42 am on July 30, 2026 in SANTA FE, NM 87508.

Delivered

Delivered, Front Desk/Reception/Mail Room
SANTA FE, NM 87508
July 30, 2026 10:42 AM

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Product Information



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Tracking Number:

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Latest Update

Your item could not be delivered on August 15, 2026 at 8:07 am in FORT WORTH, TX 76179. It was held for the required number of days and is being returned to the sender.

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Alert

Unclaimed/Being Returned to Sender
FORT WORTH, TX 76179
August 15, 2026 8:07 AM

Reminder to Schedule Redelivery of your item
August 6, 2026

See All Tracking History

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Text & Email Updates



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Product Information



See Less ^

Tracking Number:

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Tracking Number:

9589071052700949986486

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Latest Update

Your item was delivered to an individual at the address at 1:53 pm on July 31, 2026 in MIDLAND, TX 79701.

Delivered

Delivered, Left with Individual

MIDLAND, TX 79701
July 31, 2026 1:53 PM

See All Tracking History

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Delivered

Delivered, Individual Picked Up at Post Office
SALT LAKE CITY, UT 84108
August 5, 2026 2:11 PM

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Latest Update

Your item was picked up at the post office at 2:13 pm on August 3, 2026 in MIDLAND, TX 79701.

Delivered

Delivered, Individual Picked Up at Post Office
MIDLAND, TX 79701
August 3, 2026 2:13 PM

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY COTERRA ENERGY OPERATING
COMPANY**

ORDER NO. PLC-1167

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. Coterra Energy Operating 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 submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying the acreage of each lease to be consolidated into a single pooled area (“CA Pooled Area”), as described in Exhibit A.
8. 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.
9. 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

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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. This Order supersedes Order PLC-872.

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

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit a Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the CA Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingling application to OCD to conform this Order with the approved Agreement(s) if the formation or dedicated lands are modified or if a modification is made that will affect this Order. If Applicant fails to submit the new surface commingling application or OCD denies the new surface commingling application, this Order shall terminate on the date of such action.

Applicant shall allocate the oil and gas production to each lease within a CA Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the CA Pooled Area until the Proposed Agreement which includes the CA Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the CA Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

4. 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.
5. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
6. 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.
7. 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.

8. 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.
9. 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.
10. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
11. 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.
12. 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.
13. 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.
14. 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.
15. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
16. 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).

17. 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: 08/21/2026

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-1167

Operator: Coterra Energy Operating Company (215099)

Central Tank Battery: Tatanka North Federal Com Central Tank Battery

Central Tank Battery Location: UL N, Section 35, Township 25 South, Range 35 East

Gas Title Transfer Meter Location: UL N, Section 35, Township 25 South, Range 35 East

Pools

Pool Name	Pool Code
WC-025 G-08 S253534O;BONE SPRING	97088
WC-025 G-09 S263504N;WOLFCAMP	98117

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring SLO 204417 PUN 1395755	W2W2	02-26S-35E
	W2W2	11-26S-35E
CA Bone Spring SLO 204418 PUN 1395762	E2W2	02-26S-35E
	E2W2	11-26S-35E
CA Bone Spring SLO 204419 PUN 1395779	W2E2	02-26S-35E
	W2E2	11-26S-35E
CA Bone Spring SLO 204420 PUN 1395786	E2E2	02-26S-35E
	E2E2	11-26S-35E
CA Wolfcamp SLO 204421 PUN 1395790	E2W2	02-26S-35E
	E2W2	11-26S-35E
CA Wolfcamp SLO 204422 PUN 1395805	E2W2, W2E2	02-26S-35E
	E2W2, W2E2	11-26S-35E
CA Wolfcamp SLO 204596 PUN 1399339	W2E2	02-26S-35E
	W2E2	11-26S-35E
CA Wolfcamp SLO 204597 PUN 1399570	W2	02-26S-35E
	W2	11-26S-35E
CA Wolfcamp SLO 204704 PUN 1401051	E2	02-26S-35E
	E2	11-26S-35E
PROPOSED CA Wolfcamp SLO "A"	E2E2	02-26S-35E
	E2E2	11-26S-35E
PROPOSED CA Wolfcamp NMNM "A"	E2W2	02-26S-35E
	E2W2	11-26S-35E
PROPOSED CA Wolfcamp NMNM "B"	E2W2, W2E2	02-26S-35E
	E2W2, W2E2	11-26S-35E
CA Wolfcamp NMNM 105770980	W2E2	02-26S-35E
	W2E2	11-26S-35E
PROPOSED CA Wolfcamp NMNM "C"	W2	02-26S-35E
	W2	11-26S-35E
CA Wolfcamp NMNM 105774393	W2E2	02-26S-35E
	W2E2	11-26S-35E

CA Wolfcamp NMNM 105770983	E2	02-26S-35E
	E2	11-26S-35E
PROPOSED CA Wolfcamp NMNM "D"	E2	02-26S-35E
	E2	11-26S-35E
CA Bone Spring NMNM 105770975	W2W2	02-26S-35E
	W2W2	11-26S-35E
CA Bone Spring NMNM 105770976	E2W2	02-26S-35E
	E2W2	11-26S-35E
CA Bone Spring NMNM 105770977	W2E2	02-26S-35E
	W2E2	11-26S-35E
CA Bone Spring NMNM 105770978	E2E2	02-26S-35E
	E2E2	11-26S-35E
PROPOSED CA Wolfcamp "E"	E2E2	02-26S-35E
	E2E2	11-26S-35E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-49865	TATANKA FEDERAL COM #101H	W2W2	02-26S-35E	97088
		W2W2	11-26S-35E	
30-025-49873	TATANKA FEDERAL COM #601H	W2W2	02-26S-35E	97088
		W2W2	11-26S-35E	
30-025-49869	TATANKA FEDERAL COM #651H	W2W2	02-26S-35E	97088
		W2W2	11-26S-35E	
30-025-49866	TATANKA FEDERAL COM #102H	E2W2	02-26S-35E	97088
		E2W2	11-26S-35E	
30-025-49874	TATANKA FEDERAL COM #602H	E2W2	02-26S-35E	97088
		E2W2	11-26S-35E	
30-025-49870	TATANKA FEDERAL COM #652H	E2W2	02-26S-35E	97088
		E2W2	11-26S-35E	
30-025-49875	TATANKA FEDERAL COM #603H	W2E2	02-26S-35E	97088
		W2E2	11-26S-35E	
30-025-49871	TATANKA FEDERAL COM #653H	W2E2	02-26S-35E	97088
		W2E2	11-26S-35E	
30-025-50090	TATANKA FEDERAL COM #604H	E2E2	02-26S-35E	97088
		E2E2	11-26S-35E	
30-025-49872	TATANKA FEDERAL COM #654H	E2E2	02-26S-35E	97088
		E2E2	11-26S-35E	
30-025-49877	TATANKA FEDERAL COM #702H	E2W2	02-26S-35E	98117
		E2W2	11-26S-35E	
30-025-49878	TATANKA FEDERAL COM #703H	E2W2, W2E2	02-26S-35E	98117
		E2W2, W2E2	11-26S-35E	
30-025-49879	TATANKA FEDERAL COM #704H	W2E2	02-26S-35E	98117
		W2E2	11-26S-35E	
30-025-49884	TATANKA FEDERAL COM #804H	W2E2	02-26S-35E	98117
		W2E2	11-26S-35E	
30-025-49880	TATANKA FEDERAL COM #705H	E2E2	02-26S-35E	98117
		E2E2	11-26S-35E	

30-025-49881	TATANKA FEDERAL COM #801H	W2	02-26S-35E	98117
		W2	11-26S-35E	
30-025-49882	TATANKA FEDERAL COM #802H	W2	02-26S-35E	98117
		W2	11-26S-35E	
30-025-49883	TATANKA FEDERAL COM #803H	W2	02-26S-35E	98117
		W2	11-26S-35E	
30-025-49885	TATANKA FEDERAL COM #805H	E2	02-26S-35E	98117
		E2	11-26S-35E	
30-025-49886	TATANKA FEDERAL COM #806H	E2	02-26S-35E	98117
		E2	11-26S-35E	

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

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/oed/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 607882

CONDITIONS

Operator: Coterra Energy Operating Co. 6001 Deauville Blvd Midland, TX 79706	OGRID: 215099
	Action Number: 607882
	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 .	8/28/2026