

Revised March 23, 2017

32XWG-201125-C-107B PLC-720

RECEIVED: 11/25/20	REVIEWER: DM	TYPE: PLC	APP NO: pDM2033537597
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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:** EOG Resources, Inc. **OGRID Number:** 7377  
**Well Name:** Antietam 9 Fed Com 701H & others **API:** 30-025-43477  
**Pool:** WC-025 G-09 S253309A; Upper Wolfcamp **Pool Code:** 98180

**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 holders  
 B. ☒ Royalty, overriding royalty owners, revenue owners  
 C. ☐ Application requires published notice  
 D. ☒ Notification and/or concurrent approval by SLO  
 E. ☒ Notification and/or concurrent approval by BLM  
 F. ☐ Surface owner  
 G. ☐ 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.

Lisa Trascher

Print or Type Name

11/10/2020

Date

432-247-6331

Phone Number

lisa\_trascher@eogresources.com

e-mail Address

Lisa Trascher

Signature

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

State of New Mexico  
Energy, Minerals and Natural Resources Department

Form C-107-B  
Revised August 1, 2011

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

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

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

OPERATOR NAME: EOG Resources, Inc.

OPERATOR ADDRESS: P.O. Box 2267 Midland, Texas 79702

APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☒ Federal

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

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

(1) Pool Names and Codes	Gravities / BTU of Non-Commingled Production	Calculated Gravities / BTU of Commingled Production		Calculated Value of Commingled Production	Volumes
Please see attached					

- (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: Lisa Trascher TITLE: Regulatory Specialist DATE: 11/10/2020

TYPE OR PRINT NAME Lisa Trascher TELEPHONE NO.: 432-347-6331

E-MAIL ADDRESS: lisa\_trascher@eogresources.com

Form 3160-5  
(June 2015)UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTFORM APPROVED  
OMB NO. 1004-0137  
Expires: January 31, 2018**SUNDRY NOTICES AND REPORTS ON WELLS**  
**Do not use this form for proposals to drill or to re-enter an abandoned well. Use form 3160-3 (APD) for such proposals.**5. Lease Serial No.  
NMNM118726

6. If Indian, Allottee or Tribe Name

7. If Unit or CA/Agreement, Name and/or No.

8. Well Name and No.  
ANTIETAM 9 FED COM 701H9. API Well No.  
30-025-4347710. Field and Pool or Exploratory Area  
WC025 G09 S253309P;UP WC11. County or Parish, State  
LEA COUNTY, NM**SUBMIT IN TRIPLICATE - Other instructions on page 2**

1. Type of Well

☒ Oil Well ☐ Gas Well ☐ Other2. Name of Operator  
EOG RESOURCES, INCContact: LISA TRASCHER  
E-Mail: lisa\_trascher@eogresources.com3a. Address  
P.O. BOX 2267  
MIDLAND, TX 797023b. Phone No. (include area code)  
Ph: 432-247-63314. Location of Well (Footage, Sec., T., R., M., or Survey Description)  
  
Sec 9 T25S R33E Mer NMP NWNW 59FSL 348FWL  
32.152072 N Lat, 103.584164 W Lon**12. CHECK THE APPROPRIATE BOX(ES) TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA**

TYPE OF SUBMISSION	TYPE OF ACTION			
<input checked="" type="checkbox"/> Notice of Intent	<input type="checkbox"/> Acidize	<input type="checkbox"/> Deepen	<input type="checkbox"/> Production (Start/Resume)	<input type="checkbox"/> Water Shut-Off
<input type="checkbox"/> Subsequent Report	<input type="checkbox"/> Alter Casing	<input type="checkbox"/> Hydraulic Fracturing	<input type="checkbox"/> Reclamation	<input type="checkbox"/> Well Integrity
<input type="checkbox"/> Final Abandonment Notice	<input type="checkbox"/> Casing Repair	<input type="checkbox"/> New Construction	<input type="checkbox"/> Recomplete	<input checked="" type="checkbox"/> Other
	<input type="checkbox"/> Change Plans	<input type="checkbox"/> Plug and Abandon	<input type="checkbox"/> Temporarily Abandon	Surface Commingling
	<input type="checkbox"/> Convert to Injection	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Water Disposal	

13. Describe Proposed or Completed Operation: Clearly state all pertinent details, including estimated starting date of any proposed work and approximate duration thereof. If the proposal is to deepen directionally or recompleat horizontally, give subsurface locations and measured and true vertical depths of all pertinent markers and zones. Attach the Bond under which the work will be performed or provide the Bond No. on file with BLM/BIA. Required subsequent reports must be filed within 30 days following completion of the involved operations. If the operation results in a multiple completion or recompleat in a new interval, a Form 3160-4 must be filed once testing has been completed. Final Abandonment Notices must be filed only after all requirements, including reclamation, have been completed and the operator has determined that the site is ready for final inspection.

EOG Resources, Inc. ("EOG") respectfully request approval to surface pool/lease commingle oil & gas from all existing and future wells in Section 9 & 16 in Township 25 South, Range 33 East within the Bone Spring and Wolfcamp pools listed below, for Leases ST NM V0-4422-2 and USA NM NM 118726. The spacing units are initially dedicated to the following wells:

Antietam 9 Fed Com 701H	30-025-43477	WC-025 G-09 S253309P; Upr WC	[98180]
Antietam 9 Fed Com 702H	30-025-43478	WC-025 G-09 S253309P; Upr WC	[98180]
Antietam 9 Fed Com 703H	30-025-43479	WC-025 G-09 S253309P; Upr WC	[98180]
Antietam 9 Fed Com 704H	30-025-43480	WC-025 G-09 S253309P; Upr WC	[98180]
Antietam 9 Fed Com 705H	30-025-44347	WC-025 G-09 S253309P; Upr WC	[98180]
Antietam 9 Fed Com 706H	30-025-44348	WC-025 G-09 S253309P; Upr WC	[98180]
Antietam 9 Fed Com 707H	30-025-44349	WC-025 G-09 S253309P; Upr WC	[98180]

14. I hereby certify that the foregoing is true and correct.

**Electronic Submission #538559 verified by the BLM Well Information System  
For EOG RESOURCES, INC, sent to the Hobbs**

Name (Printed/Typed) LISA TRASCHER

Title REGULATORY SPECIALIST

Signature (Electronic Submission)

Date 11/25/2020

**THIS SPACE FOR FEDERAL OR STATE OFFICE USE**

Approved By

Title

Date

Conditions of approval, if any, are attached. Approval of this notice does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.

Office

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Instructions on page 2)

**\*\* OPERATOR-SUBMITTED \*\* OPERATOR-SUBMITTED \*\* OPERATOR-SUBMITTED \*\***

**Additional data for EC transaction #538559 that would not fit on the form****32. Additional remarks, continued**

Antietam 9 Fed Com 708H	30-025-44351	WC-025 G-09 S253309P; Upr WC [98180]
Antietam 9 Fed Com 709H	30-025-44352	WC-025 G-09 S253309P; Upr WC [98180]
Antietam 9 Fed Com 710H	30-025-44353	WC-025 G-09 S253309P; Upr WC [98180]
Antietam 9 Fed Com 713H	30-025-45476	WC-025 G-09 S253309P; Upr WC [98180]
Antietam 9 Fed Com 714H	30-025-45477	WC-025 G-09 S253309P; Upr WC [98180]
Antietam 9 Fed Com 715H	30-025-45478	WC-025 G-09 S253309P; Upr WC [98180]
Antietam 9 Fed Com 501H	30-025-47370	Draper Mill; Bone Spring [96392]
Antietam 9 Fed Com 502Y	30-025-47786	Draper Mill; Bone Spring [96392]
Antietam 9 Fed Com 503H	30-025-47372	Draper Mill; Bone Spring [96392]
Antietam 9 Fed Com 504H	30-025-47373	Draper Mill; Bone Spring [96392]
Antietam 9 Fed Com 505H	30-025-47374	Draper Mill; Bone Spring [96392]
Antietam 9 Fed Com 506H	30-025-47375	Draper Mill; Bone Spring [96392]
Antietam 9 Fed Com 507H	30-025-47481	Draper Mill; Bone Spring [96392]
Antietam 9 Fed Com 508H	30-025-47482	Draper Mill; Bone Spring [96392]
Antietam 9 Fed Com 754H	30-025-47359	WC-025 G-09 S253309P; Upr WC [98180]
Antietam 9 Fed Com 755H	30-025-47382	WC-025 G-09 S253309P; Upr WC [98180]
Antietam 9 Fed Com 756H	30-025-47360	WC-025 G-09 S253309P; Upr WC [98180]

Attached please find detailed information. Concurrent approval is being requested from the NMOCD.



**APPLICATION FOR SURFACE POOL/LEASE COMMINGLING**

EOG Resources, Inc. (“EOG”) respectfully requests approval to surface pool/lease commingle oil & gas from all existing and future wells in Section 9 & 16 in Township 25 South, Range 33 East within the Bone Spring and Wolfcamp pools listed below, for Leases ST NM V0-4422-2 and USA NM NM 118726. These spacing units are initially dedicated to the following wells:

Well Name	Location	API #	Pool	Oil BPD	Gravities	MSCFPD	BTU
ANTIETAM 9 FED COM #701H	D-9-25S-33E	30-025-43477	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	225	46	913	1274
ANTIETAM 9 FED COM #702H	D-9-25S-33E	30-025-43478	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	81	46	298	1289
ANTIETAM 9 FED COM #703H	C-9-25S-33E	30-025-43479	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	71	46	285	1291
ANTIETAM 9 FED COM #704H	C-9-25S-33E	30-025-43480	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	46	46	263	1266
ANTIETAM 9 FED COM #705H	C-9-25S-33E	30-025-44347	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	97	46	657	1255
ANTIETAM 9 FED COM #706H	C-9-25S-33E	30-025-44348	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	42	46	241	1273
ANTIETAM 9 FED COM #707H	C-9-25S-33E	30-025-44349	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	93	46	414	1287
ANTIETAM 9 FED COM #708H	B-9-25S-33E	30-025-44351	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	96	46	346	1335
ANTIETAM 9 FED COM #709H	B-9-25S-33E	30-025-44352	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	92	46	278	1260
ANTIETAM 9 FED COM #710H	B-9-25S-33E	30-025-44353	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	76	46	242	1291
ANTIETAM 9 FED COM #713H	A-9-25S-33E	30-025-45476	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	185	46	594	1292
ANTIETAM 9 FED COM #714H	A-9-25S-33E	30-025-45477	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	276	46	1092	1273
ANTIETAM 9 FED COM #715H	A-9-25S-33E	30-025-45478	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	211	46	581	1304
ANTIETAM 9 FED COM #501H	D-9-25S-33E	30-025-47370	[96392] DRAPER MILL;BONE SPRING	*2990	*46	*3010	*1284
ANTIETAM 9 FED COM #502Y	D-9-25S-33E	30-025-47786	[96392] DRAPER MILL;BONE SPRING	*2386	*46	*4297	*1284
ANTIETAM 9 FED COM #503H	D-9-25S-33E	30-025-47372	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #504H	C-9-25S-33E	30-025-47373	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #505H	C-9-25S-33E	30-025-47374	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #506H	B-9-25S-33E	30-025-47375	[96392] DRAPER MILL;BONE SPRING	*2990	*46	*3010	*1284
ANTIETAM 9 FED COM #507H	B-9-25S-33E	30-025-47481	[96392] DRAPER MILL;BONE SPRING	*2990	*46	*3010	*1284
ANTIETAM 9 FED COM #508H	B-9-25S-33E	30-025-47482	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #754H	A-9-25S-33E	30-025-47359	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	*2800	*46	*10,645	*1284
ANTIETAM 9 FED COM #755H	A-9-25S-33E	30-025-47382	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	*2800	*46	*10,645	*1284
ANTIETAM 9 FED COM #756H	A-9-25S-33E	30-025-47360	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	*2800	*46	*10,645	*1284

\*projected, pending completion

**GENERAL INFORMATION :**

- State lease ST NM V0-4422-2 covers 640 acres Section 16 in Township 25 South, Range 33 East, Lea County, New Mexico.
- Federal lease USA NM NM 118726 covers 1320 acres including Section 9 in Township 25 South, Range 33 East, Lea County, New Mexico.
- The central tank battery to service the subject wells is located in the SW/4 of Section 9 in Township 25 South, Range 33 East, Lea County, New Mexico on Federal lease USA NM NM 118726.
- An application to commingle production from the subject wells is being submitted to the NMOCD and the New Mexico State Land Office.
- Enclosed herewith is (1) a map that displays the leases, the location of the subject wells, and the proposed CTB, (2) a process flow diagram, (3) and the C-102 plat for each of the wells.

### **FUTURE ADDITIONS**

Pursuant to Statewide rule 19.15.12.10 (C)(4)(g) EOG Resources, Inc. respectfully requests the option to include additional pools or leases within the following parameters:

- EOG may add additional production from the Bone Spring and Wolfcamp Pools (WC-025 G-09 S253309P; Upper Wolfcamp [98180] and Draper Mill; Bone Spring [96392]) from Lease's ST NM V0-4422-2, USA NM NM 118726.

EOG respectfully requests authority to add additional wells contained within the spacing units identified and approved in this application by filing a Sundry Notice C-103 and C-102 Plats to the Engineering Bureau in Santa Fe for Federal and filing an Amendment 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.

### **PROCESS AND FLOW DESCRIPTIONS:**

The production from each well will flow into a dedicated 3-phase separator. The production stream will be separated into 3 independent streams (gas, oil, and water) by the separator and each stream will be measured individually after it exits the separator. The gas will be measured using a senior orifice meter and used to allocate total volume measured at the facility check meter, high pressure flare meter, and low pressure flare meter.

Antietam 9 Federal Com #701H gas allocation meter is an orifice meter (S/N 67407901)

Antietam 9 Federal Com #702H gas allocation meter is an orifice meter (S/N 67407902)

Antietam 9 Federal Com #703H gas allocation meter is an orifice meter (S/N 67407903)

Antietam 9 Federal Com #704H gas allocation meter is an orifice meter (S/N 67407904)

Antietam 9 Federal Com #705H gas allocation meter is an orifice meter (S/N 67407905)  
Antietam 9 Federal Com #706H gas allocation meter is an orifice meter (S/N 67407906)  
Antietam 9 Federal Com #707H gas allocation meter is an orifice meter (S/N 67407907)  
Antietam 9 Federal Com #708H gas allocation meter is an orifice meter (S/N 67407908)  
Antietam 9 Federal Com #709H gas allocation meter is an orifice meter (S/N 67407909)  
Antietam 9 Federal Com #710H gas allocation meter is an orifice meter (S/N 67407910)  
Antietam 9 Federal Com #713H gas allocation meter is an orifice meter (S/N 67407911)  
Antietam 9 Federal Com #714H gas allocation meter is an orifice meter (S/N 67407912)  
Antietam 9 Federal Com #715H gas allocation meter is an orifice meter (S/N 67407913)  
Antietam 9 Federal Com #501H gas allocation meter is an orifice meter (S/N 111111)  
Antietam 9 Federal Com #502Y gas allocation meter is an orifice meter (S/N 111111)  
Antietam 9 Federal Com #503H gas allocation meter is an orifice meter (S/N 111111)  
Antietam 9 Federal Com #504H gas allocation meter is an orifice meter (S/N 111111)  
Antietam 9 Federal Com #505H gas allocation meter is an orifice meter (S/N 111111)  
Antietam 9 Federal Com #506H gas allocation meter is an orifice meter (S/N 111111)  
Antietam 9 Federal Com #507H gas allocation meter is an orifice meter (S/N 111111)  
Antietam 9 Federal Com #508H gas allocation meter is an orifice meter (S/N 111111)  
Antietam 9 Federal Com #754H gas allocation meter is an orifice meter (S/N 111111)  
Antietam 9 Federal Com #755H gas allocation meter is an orifice meter (S/N 111111)  
Antietam 9 Federal Com #756H gas allocation meter is an orifice meter (S/N 111111)

The oil from the separators will be measured using a Coriolis meter.

Antietam 9 Federal Com #701H oil allocation meter is a Coriolis meter (S/N 10-73098)  
Antietam 9 Federal Com #702H oil allocation meter is a Coriolis meter (S/N 10-73099)  
Antietam 9 Federal Com #703H oil allocation meter is a Coriolis meter (S/N 10-73419)  
Antietam 9 Federal Com #704H oil allocation meter is a Coriolis meter (S/N 10-73420)  
Antietam 9 Federal Com #705H oil allocation meter is a Coriolis meter (S/N 10-74211)  
Antietam 9 Federal Com #706H oil allocation meter is a Coriolis meter (S/N 10-74212)

Antietam 9 Federal Com #707H oil allocation meter is a Coriolis meter (S/N 10-74213)  
Antietam 9 Federal Com #708H oil allocation meter is a Coriolis meter (S/N 10-74361)  
Antietam 9 Federal Com #709H oil allocation meter is a Coriolis meter (S/N 10-74362)  
Antietam 9 Federal Com #710H oil allocation meter is a Coriolis meter (S/N 10-74363)  
Antietam 9 Federal Com #713H oil allocation meter is a Coriolis meter (S/N 10-74366)  
Antietam 9 Federal Com #714H oil allocation meter is a Coriolis meter (S/N 10-74367)  
Antietam 9 Federal Com #715H oil allocation meter is a Coriolis meter (S/N 10-74368)  
Antietam 9 Federal Com #501H oil allocation meter is a Coriolis meter (S/N 10-11111)  
Antietam 9 Federal Com #502Y oil allocation meter is a Coriolis meter (S/N 10-11111)  
Antietam 9 Federal Com #503H oil allocation meter is a Coriolis meter (S/N 10-11111)  
Antietam 9 Federal Com #504H oil allocation meter is a Coriolis meter (S/N 10-11111)  
Antietam 9 Federal Com #505H oil allocation meter is a Coriolis meter (S/N 10-11111)  
Antietam 9 Federal Com #506H oil allocation meter is a Coriolis meter (S/N 10-11111)  
Antietam 9 Federal Com #507H oil allocation meter is a Coriolis meter (S/N 10-11111)  
Antietam 9 Federal Com #508H oil allocation meter is a Coriolis meter (S/N 10-11111)  
Antietam 9 Federal Com #754H oil allocation meter is a Coriolis meter (S/N 10-11111)  
Antietam 9 Federal Com #755H oil allocation meter is a Coriolis meter (S/N 10-11111)  
Antietam 9 Federal Com #756H oil allocation meter is a Coriolis meter (S/N 10-11111)

The water will be measured using a turbine meter. The water from each separator is combined in a common header and flows into (4) 400 barrel coated steel tanks. Guided wave radar is used to measure water volumes in these tanks. The oil from each separator will be combined into a common header and flow into a heated horizontal separator (HHS) to aid separation of water entrained in the oil. Water from the heated separator flows into the common water header connected to the (4) 400 barrel water tanks. The water is then pumped and/or trucked to a salt water disposal well. The oil from the heated separator flows through a vapor recovery tower (VRT) where gas is allowed to breakout at a lower pressure, and then the oil flows into (8) 400 barrel coated steel tanks. Guided wave radar is used to measure water and oil volumes in these tanks. Oil is pumped out of the tanks through a Coriolis meter into a truck or a pipeline. Every tank utilizes a guided wave radar to determine the volume of product in each. After the gas from each separator is measured it is combined into a common header. The gas from the heated separator also flows into this header. The gas flows through the header to a

custody transfer orifice meter (S/N 67407951) that serves as our lease production meter. If the pipeline is experiencing problems and cannot take any gas, the gas will flow through the high pressure and low pressure flare meters (S/N 67407956) and (S/N 67407957) to the flare. The overhead gas from the vapor recovery tower is compressed by a vapor recovery compressor and then measured by a custody transfer orifice meter (S/N 67407986 AND 67407987). The gas from the vapor recovery system combines with the gas from the lease production meter and flows into our gas gathering pipeline system.



P.O. Box 2267, Midland, Texas 79702  
Phone: (432) 686-3684 Fax: (432) 686-3773

Date: November 18, 2020

To: New Mexico State Land Office  
State of New Mexico Oil Conservation Division

Re: Surface Pool/Lease Commingling Application; Antietam 9 Fed Com 701H-710H, 713H-715H, 501H, 502Y, 503H-508H, 754H-756H

To whom it may concern

This letter serves to notice you that the ownership in the production of the following wells is Diverse as defined in 19.15.12.7 A. NMAC:

API	Well Name	Well#	Location	Pool Code/name	Status
30-025-43477	ANTIETAM 9 FED COM	701H	D-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-43478	ANTIETAM 9 FED COM	702H	D-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-43479	ANTIETAM 9 FED COM	703H	C-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-43480	ANTIETAM 9 FED COM	704H	C-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-44347	ANTIETAM 9 FED COM	705H	C-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-44348	ANTIETAM 9 FED COM	706H	C-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-44349	ANTIETAM 9 FED COM	707H	C-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-44351	ANTIETAM 9 FED COM	708H	B-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-44352	ANTIETAM 9 FED COM	709H	B-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-44353	ANTIETAM 9 FED COM	710H	B-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-45476	ANTIETAM 9 FED COM	713H	A-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-45477	ANTIETAM 9 FED COM	714H	A-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-45478	ANTIETAM 9 FED COM	715H	A-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PRODUCING
30-025-47370	ANTIETAM 9 FED COM	501H	D-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47786	ANTIETAM 9 FED COM	502Y	D-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47372	ANTIETAM 9 FED COM	503H	D-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47373	ANTIETAM 9 FED COM	504H	C-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47374	ANTIETAM 9 FED COM	505H	C-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47375	ANTIETAM 9 FED COM	506H	B-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47481	ANTIETAM 9 FED COM	507H	B-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47482	ANTIETAM 9 FED COM	508H	B-9-25S-33E	[96392] DRAPER MILL;BONE SPRING	PERMITTED
30-025-47359	ANTIETAM 9 FED COM	754H	A-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PERMITTED
30-025-47382	ANTIETAM 9 FED COM	755H	A-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PERMITTED
30-025-47360	ANTIETAM 9 FED COM	756H	A-9-25S-33E	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	PERMITTED

The royalty, overrides and working interest are diverse on a well by well basis. All owners are listed on Exhibit A, attached hereto. I certify that this information is true and correct to the best of my knowledge.

Sincerely,

EOG Resources, Inc.

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

Reece Cook  
Senior Landman



Commingle Application for Antietam 9 Fed Com CTB  
EOG Resources, Inc.  
EXHIBIT A- Notice List

New Mexico Oil Conservation Division  
Attn: Mr. Mike McMillan  
1220 South St. Francis Drive  
Santa Fe, NM 87505  
7019 1640 0001 1667 5631

New Mexico Oil Conservation Division  
Attn: Mr. Paul Kautz  
1625 N. French Drive  
Hobbs, New Mexico 88240  
Via OCD

Bureau of Land Management  
Attn: Mr. Dylan Rossmango  
620 E. Green Street  
Carlsbad, NM 88220  
Via BLM WIS

Highland Texas Energy Company  
7557 Rambler Road STE 918 LB 72  
Dallas, Texas 75231  
7018 1130 0001 3044 3574

Pioneer Natural Resources Inc.  
PO Box 840835  
Dallas, TX 75824-0835  
7018 1130 0001 3044 3581

EOG Resources, Inc.  
P.O. Box 2267  
Midland, Texas 79702

Ahuja Children 2012 Long Term Trust  
500 N. Shoreline Blvd., Suite 322  
Corpus Christi, TX 78401-0000  
7018 1130 0001 3044 3598

Energen Resources Corporation  
515 Central Park Blvd., Suite 500  
Oklahoma City, OK 73105-0000  
7019 1640 0001 1667 5570

Mickey Resources, LLC  
500 N. Shoreline, Suite 322  
Corpus Christi, TX 78401  
7019 1640 0001 1667 5587

Unified Assets Ltd.  
3344 OCEAN DRIVE  
Corpus Christi, Texas 78411  
7019 1640 0001 1667 5594

Magnum Hunter Production Inc.  
4031 Solutions Center  
Chicago, IL 60677-4000  
7019 1640 0001 1667 5600

Commissioner of Public Lands  
Attn: Scott Dawson  
PO Box 1148  
Santa Fe, NM 87504-1148

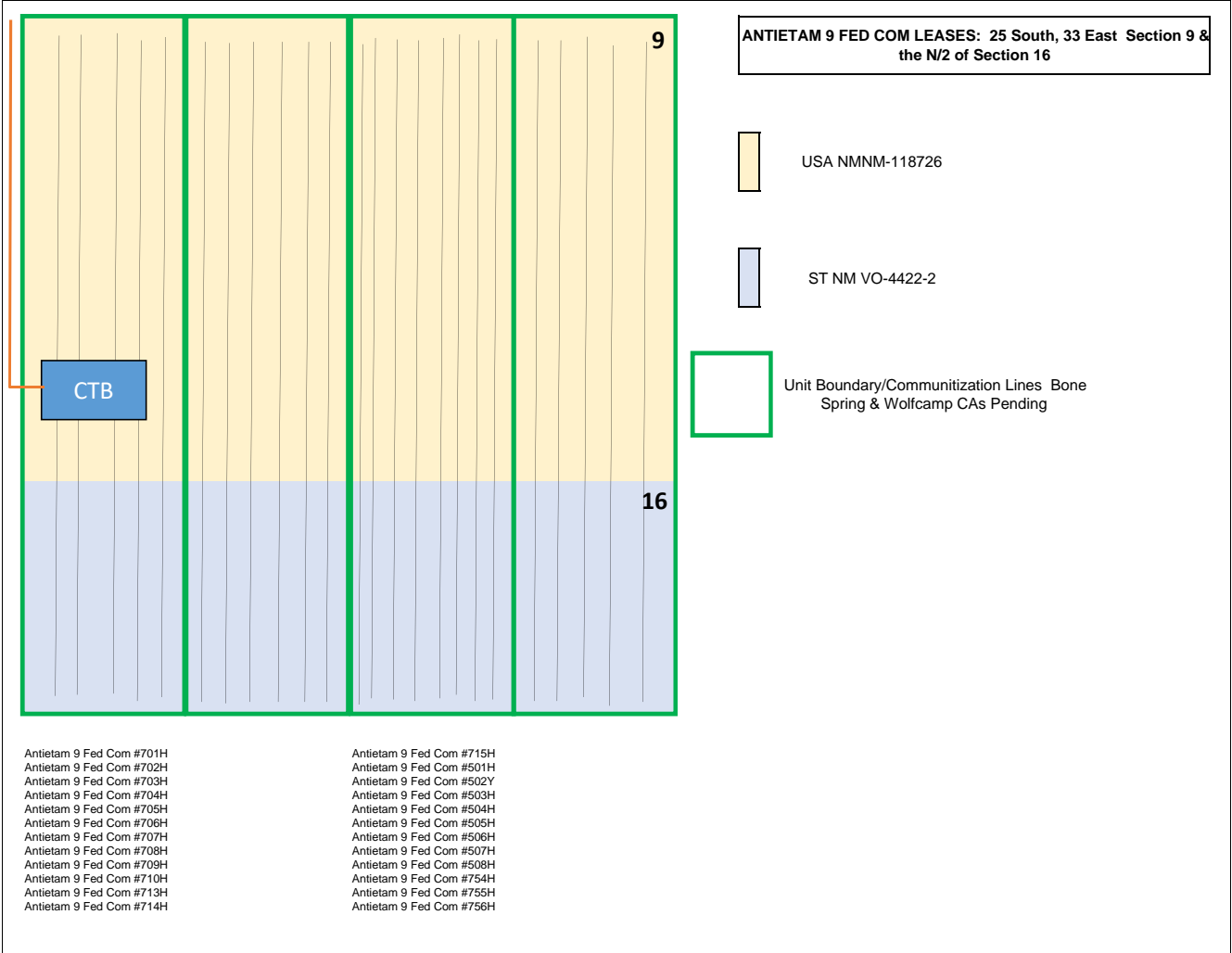
Copies of this application were mailed to the following individuals, companies, and organizations  
on or before November 24th, 2020.

*Lisa Trascher*

---

Lisa Trascher  
EOG Resources, Inc.

Plat





P.O. Box 2267, Midland, Texas 79702  
Phone: (432) 848-9133

*Certified Mail-Return Receipt*

Date: November 24, 2020

Re: Surface/Pool Lease Commingling Application; Antietam 9 Fed Com 701H, 702H, 703H, 704H, 705H, 706H, 707H, 708H, 709H, 710H, 713H, 714H, 715H, 501H, 502Y, 503H, 504H, 505H, 506H, 507H, 508H, 754H, 755H, 756H

Dear Sir/Madam:

Enclosed please find EOG Resources, Inc.'s application to commingle production at its Antietam 9 Fed Com Central Tank Battery located in Lea County, New Mexico, filed this date with the New Mexico Oil Conservation Division (NMOCD) and the New Mexico State Land Office and the Bureau of Land Management (BLM).

Any objections or requests for a hearing regarding this application must be submitted to the New Mexico Oil Conservation Division Santa Fe Office within 20 Days from the date the Division received this application.

Pursuant to Statewide rule [19.15.12.10](#) (C)(4)(g) EOG Resources, Inc. respectfully requests the option to include additional pools or leases within the following parameters:

- EOG may add additional production from the Bone Spring and Wolfcamp Pools (WC-025 G-09 S253309P; Upper Wolfcamp [98180] and Draper Mill; Bone Spring [96392]) from Lease's ST NM V0-4422-2, USA NM NM 118726.

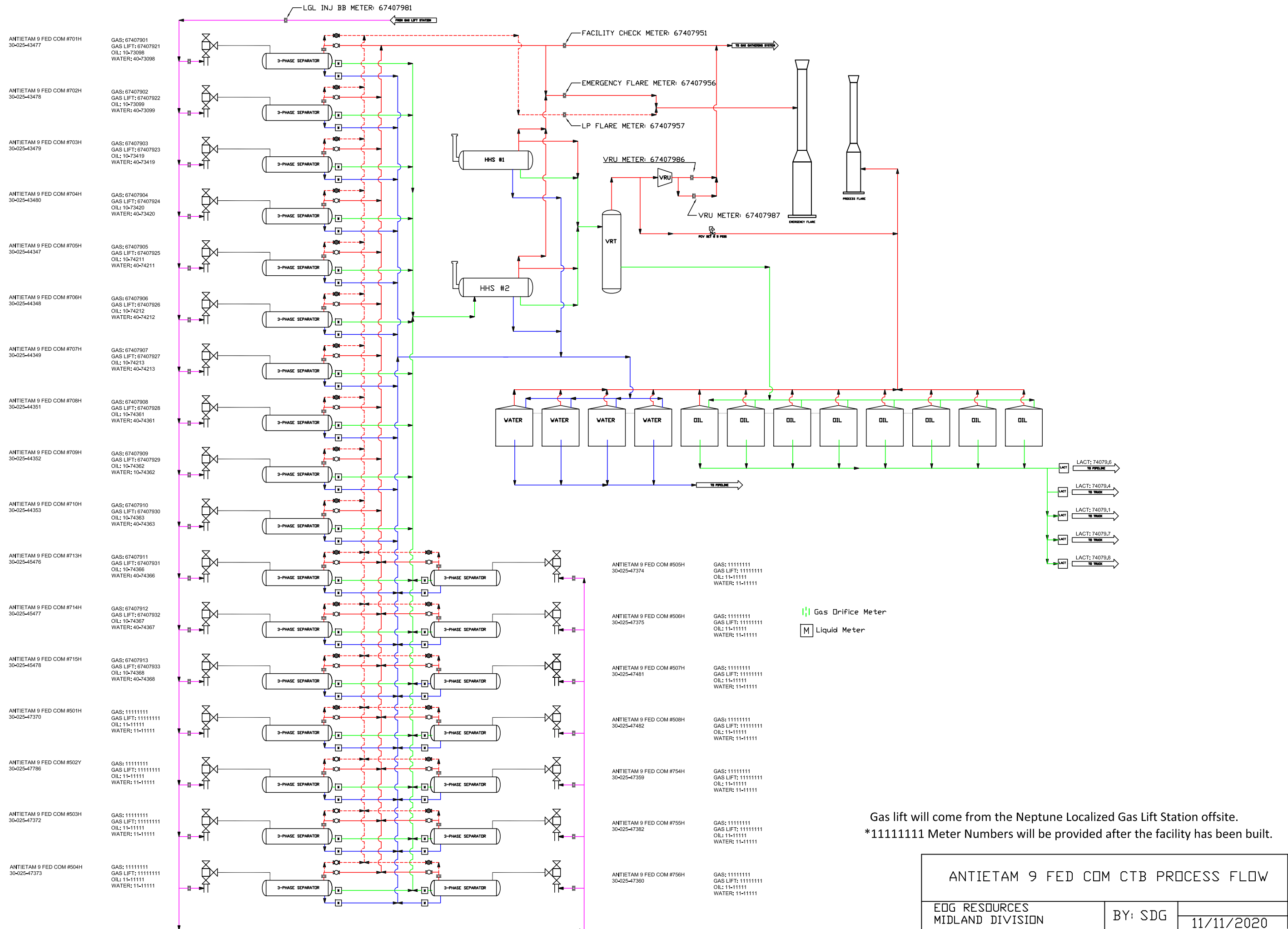
EOG respectfully requests authority to add additional wells contained within the spacing units identified and approved in this application by filing a Sundry Notice C-103 and C-102 Plats to the Engineering Bureau in Santa Fe for Federal and filing an Amendment with the NMOCD. Notice to owners shall not be required when amending the application to add wells contained within spacing units previously approved for commingling authority.

For questions regarding this application, please contact me at 432-247-6331 or [lisa\\_trascher@eogresources.com](mailto:lisa_trascher@eogresources.com)

Kind regards,

**EOG Resources, Inc.**

By: Lisa Trascher  
Lisa Trascher  
Regulatory Specialist



APPLICATION FOR, COMMINGLING AT A COMMON CENTRAL TANK BATTERY

Proposal for ANTIETAM 9 FED COM CTB:

EOG Resources, Inc. is requesting approval to commingle the following wells in a common central tank battery:

**Federal Lease NM NM 118726 & ST NM VO-4422-2**

Well Name	Location	API #	Pool	Oil BPD	Gravities	MSCFPD	BTU
ANTIETAM 9 FED COM #701H	D-9-25S-33E	30-025-43477	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	225	46	913	1274
ANTIETAM 9 FED COM #702H	D-9-25S-33E	30-025-43478	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	81	46	298	1289
ANTIETAM 9 FED COM #703H	C-9-25S-33E	30-025-43479	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	71	46	285	1291
ANTIETAM 9 FED COM #704H	C-9-25S-33E	30-025-43480	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	46	46	263	1266
ANTIETAM 9 FED COM #705H	C-9-25S-33E	30-025-44347	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	97	46	657	1255
ANTIETAM 9 FED COM #706H	C-9-25S-33E	30-025-44348	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	42	46	241	1273
ANTIETAM 9 FED COM #707H	C-9-25S-33E	30-025-44349	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	93	46	414	1287
ANTIETAM 9 FED COM #708H	B-9-25S-33E	30-025-44351	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	96	46	346	1335
ANTIETAM 9 FED COM #709H	B-9-25S-33E	30-025-44352	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	92	46	278	1260
ANTIETAM 9 FED COM #710H	B-9-25S-33E	30-025-44353	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	76	46	242	1291
ANTIETAM 9 FED COM #713H	A-9-25S-33E	30-025-45476	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	185	46	594	1292
ANTIETAM 9 FED COM #714H	A-9-25S-33E	30-025-45477	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	276	46	1092	1273
ANTIETAM 9 FED COM #715H	A-9-25S-33E	30-025-45478	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	211	46	581	1304
ANTIETAM 9 FED COM #501H	D-9-25S-33E	30-025-47370	[96392] DRAPER MILL;BONE SPRING	*2990	*46	*3010	*1284
ANTIETAM 9 FED COM #502Y	D-9-25S-33E	30-025-47786	[96392] DRAPER MILL;BONE SPRING	*2386	*46	*4297	*1284
ANTIETAM 9 FED COM #503H	D-9-25S-33E	30-025-47372	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #504H	C-9-25S-33E	30-025-47373	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #505H	C-9-25S-33E	30-025-47374	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #506H	B-9-25S-33E	30-025-47375	[96392] DRAPER MILL;BONE SPRING	*2990	*46	*3010	*1284
ANTIETAM 9 FED COM #507H	B-9-25S-33E	30-025-47481	[96392] DRAPER MILL;BONE SPRING	*2990	*46	*3010	*1284
ANTIETAM 9 FED COM #508H	B-9-25S-33E	30-025-47482	[96392] DRAPER MILL;BONE SPRING	*2820	*46	*2839	*1284
ANTIETAM 9 FED COM #754H	A-9-25S-33E	30-025-47359	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	*2800	*46	*10,645	*1284
ANTIETAM 9 FED COM #755H	A-9-25S-33E	30-025-47382	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	*2800	*46	*10,645	*1284
ANTIETAM 9 FED COM #756H	A-9-25S-33E	30-025-47360	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	*2800	*46	*10,645	*1284

\*Estimated numbers for these wells; will provide actual numbers once these wells are producing.

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page

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01 02-25-1920;041STAT0437;30USC181

Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: AUTHORIZED

Case File Juris:

Total Acres:

240.000

Serial Number

NMNM 137577

						Serial Number: NMNM-- - 137577	
Name & Address						Int Rel	% Interest
BLM CARLSBAD FO	620 E GREENE ST	CARLSBAD	NM	88220	OFFICE OF RECORD		0.000000000
EOG RESOURCES INC	5509 CHAMPIONS DR	MIDLAND	TX	797062843	OPERATOR		100.000000000

									Serial Number: NMNM-- - 137577		
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0250S	0330E	009		ALIQ			E2W2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S	0330E	016		ALIQ			E2NW;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 137577

				Serial Number: NMNM-- - 137577	
Act Date	Act Code	Action Txt	Action Remarks	Pending Off	
04/19/2017	387	CASE ESTABLISHED			
04/19/2017	516	FORMATION	WOLFCAMP		
04/19/2017	525	ACRES-NONFEDERAL	80.00;33.33%		
04/19/2017	526	ACRES-FED INT 100%	160.00;66.67%		
04/19/2017	868	EFFECTIVE DATE	/A/		
07/18/2017	580	PROPOSAL RECEIVED	CA RECD		
08/23/2017	654	AGRMT PRODUCING	NMNM137577,#704H		
11/20/2017	974	AUTOMATED RECORD VERIF	LBO		
12/13/2017	334	AGRMT APPROVED			
12/13/2017	690	AGRMT VALIDATED			

Line Number		Remark Text	Serial Number: NMNM-- - 137577		
0001		/A/RECAPITULATION EFFECTIVE 04/19/2017			
0002	TR#	LEASE SERIAL NO	AC	COMMITTED	% INTEREST
0003	1	NMNM118726	160.00		66.666667
0004	2	STATE	80.00		33.333333
0005		TOTAL	240.00		100.000000

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM



DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page

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DEPARTMENT OF THE INTERIOR  
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CASE RECORDATION  
(MASS) Serial Register Page

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01 02-25-1920;041STAT0437;30USC181

Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: AUTHORIZED

Case File Juris:

Total Acres:

240.000

Serial Number

NMNM 139983

						Serial Number: NMNM-- - 139983	
Name & Address						Int Rel	% Interest
BLM NMSO	301 DINOSAUR TRL	SANTA FE	NM	875081560	OFFICE OF RECORD		0.000000000
EOG RESOURCES INC	PO BOX 2267	MIDLAND	TX	79702	OPERATOR		100.000000000

										Serial Number: NMNM-- - 139983	
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0250S	0330E	009		ALIQ			W2E2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S	0330E	016		ALIQ			W2NE;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 139983

				Serial Number: NMNM-- - 139983	
Act Date	Act Code	Action Txt	Action Remarks	Pending Off	
01/01/2018	387	CASE ESTABLISHED			
01/01/2018	516	FORMATION	WOLFCAMP;		
01/01/2018	525	ACRES-NONFEDERAL	80.00;33.33%		
01/01/2018	868	EFFECTIVE DATE	/A/		
07/04/2018	654	AGRMT PRODUCING	NMNM139983,708H		
04/18/2019	580	PROPOSAL RECEIVED	CA RECD;		
11/13/2019	334	AGRMT APPROVED			
11/16/2019	690	AGRMT VALIDATED			

Line Number		Remark Text	Serial Number: NMNM-- - 139983		
0001		`			
0002		/A/RECAPITULATION EFFECTIVE 01/01/2018			
0003	TR#	LEASE SERIAL NO	AC	COMMITTED	% INTEREST
0004	1	NMNM 118726	160.00		66.6667
0005	2	STATE	80.00		33.3333
0006		TOTAL	240.00		100.0000

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page

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DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
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(MASS) Serial Register Page

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01 02-25-1920;041STAT0437;30USC181

Case Type 318310: O&amp;G COMMUNITIZATION AGRMT

Commodity 459: OIL &amp; GAS

Case Disposition: AUTHORIZED

Case File Juris:

Total Acres:

240.000

Serial Number

NMNM 137576

Serial Number: NMNM-- - 137576						
Name & Address				Int Rel	% Interest	
BLM CARLSBAD FO	620 E GREENE ST	CARLSBAD	NM 88220	OFFICE OF RECORD	0.000000000	
EOG RESOURCES INC	5509 CHAMPIONS DR	MIDLAND	TX 797062843	OPERATOR	100.000000000	

Serial Number: NMNM-- - 137576											
Mer	Twp	Rng	Sec	S	Type	Nr	Suff	Subdivision	District/ Field Office	County	Mgmt Agency
23	0250S	0330E	009		ALIQ			W2W2;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT
23	0250S	0330E	016		ALIQ			W2NW;	CARLSBAD FIELD OFFICE	LEA	BUREAU OF LAND MGMT

## Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 137576

Serial Number: NMNM-- - 137576			
Act Date	Act Code	Action Txt	Action Remarks
04/19/2017	387	CASE ESTABLISHED	
04/19/2017	516	FORMATION	WOLFCAMP
04/19/2017	525	ACRES-NONFEDERAL	80;33.33%
04/19/2017	526	ACRES-FED INT 100%	160;66.67%
04/19/2017	868	EFFECTIVE DATE	/A/
07/18/2017	580	PROPOSAL RECEIVED	CA RECD
08/23/2017	654	AGRMT PRODUCING	NMNM137576,703H
12/13/2017	334	AGRMT APPROVED	
12/13/2017	690	AGRMT VALIDATED	

Serial Number: NMNM-- - 137576				
Line Number	Remark Text			
0001	/A/ RECAPITULATION EFFECTIVE 04/19/2017			
0002	TR#	LEASE SERIAL NO	AC COMMITTED	% INTEREST
0003	1	NMNM118726	160.00	66.666667
0004	2	STATE	80.00	33.333333
0005		TOTAL	240.00	100.000000

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CASE RECORDATION  
(MASS) Serial Register Page

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<b>Production Summary Report</b> <b>API: 30-025-43477</b> <b>ANTIETAM 9 FEDERAL COM #701H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	8071	17638	17531	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	7374	20312	16627	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	8333	28801	18145	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	6859	20561	15356	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	7974	28740	14869	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	6826	27807	13137	31	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-43478</b> <b>ANTIETAM 9 FEDERAL COM #702H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	3275	11734	10459	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	3076	10568	11655	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	3128	10993	11196	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	2863	8700	11177	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	2774	9009	9232	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	2403	8007	7926	31	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-43479</b> <b>ANTIETAM 9 FEDERAL COM #703H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	3174	15100	11153	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	3030	14205	10433	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	2452	11528	9129	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	2008	8631	7290	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	2046	8284	6316	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	1764	6821	4886	31	0	0	0	0	0



<b>Production Summary Report</b> <b>API: 30-025-43480</b> <b>ANTIETAM 9 FEDERAL COM #704H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	2322	12596	8670	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	2014	11304	7216	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	1686	9644	6336	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	1428	7765	5085	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	1381	7511	5904	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	1332	7352	6239	31	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-44347</b> <b>ANTIETAM 9 FEDERAL COM #705H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	3860	23638	12676	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	4793	37160	15252	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	4635	42167	16691	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	3770	32669	13679	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	3154	24134	12194	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	2911	20325	11200	31	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-44348</b> <b>ANTIETAM 9 FEDERAL COM #706H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	2058	9596	7832	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	1702	8371	6894	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	1542	8751	7605	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	1413	7286	7039	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	1312	6710	6962	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	1281	7142	7207	31	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-44349</b> <b>ANTIETAM 9 FEDERAL COM #707H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	3552	14463	11506	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	3711	16763	10030	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	4044	23028	11751	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	3727	22444	11228	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	3087	17044	10187	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	2961	13968	9471	31	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-44351</b> <b>ANTIETAM 9 FEDERAL COM #708H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	4147	12744	11457	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	4082	12513	11817	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	4013	11891	12592	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	3564	12378	11995	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	3451	12761	11461	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	3240	12004	9366	31	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-44352</b> <b>ANTIETAM 9 FEDERAL COM #709H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	3165	7713	13616	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	3482	8727	10999	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	3430	9830	11465	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	3005	8710	10675	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	3004	8832	10885	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	3009	9465	11134	31	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-44353</b> <b>ANTIETAM 9 FEDERAL COM #710H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	3761	8136	8924	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	3464	8000	8627	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	3080	8609	10295	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	2779	7913	9430	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	2755	8330	8107	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	2630	7923	8159	31	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-45476</b> <b>ANTIETAM 9 FEDERAL COM #713H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	9529	28508	21587	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	10915	39402	21318	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	9030	28356	15444	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	7249	26205	14647	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	8613	35395	18659	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	4916	14905	11839	31	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-45477</b> <b>ANTIETAM 9 FEDERAL COM #714H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	10752	29054	23537	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	9208	22878	18892	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	8573	21273	16541	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	9084	25659	14921	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	7709	19023	17251	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	9859	34918	23336	31	0	0	0	0	0

<b>Production Summary Report</b> <b>API: 30-025-45478</b> <b>ANTIETAM 9 FEDERAL COM #715H</b> <b>Printed On: Tuesday, November 10 2020</b>											
		<b>Production</b>					<b>Injection</b>				
<b>Year</b>	<b>Pool</b>	<b>Month</b>	<b>Oil(BBLS)</b>	<b>Gas(MCF)</b>	<b>Water(BBLS)</b>	<b>Days P/I</b>	<b>Water(BBLS)</b>	<b>Co2(MCF)</b>	<b>Gas(MCF)</b>	<b>Other</b>	<b>Pressure</b>
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	11272	28419	28991	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	10162	24666	24706	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	9951	24422	26188	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	8887	22457	23133	30	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	8862	26549	23955	31	0	0	0	0	0
2020	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	7533	19851	21962	31	0	0	0	0	0

**District I**  
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**District III**  
1000 Rio Brazos Road, Aztec, NM 87410  
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**District IV**  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number 30-025- <b>43477</b>	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code <b>317131</b>	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	<sup>6</sup> Well Number <b>#701H</b>
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>9</sup> Elevation <b>3438'</b>

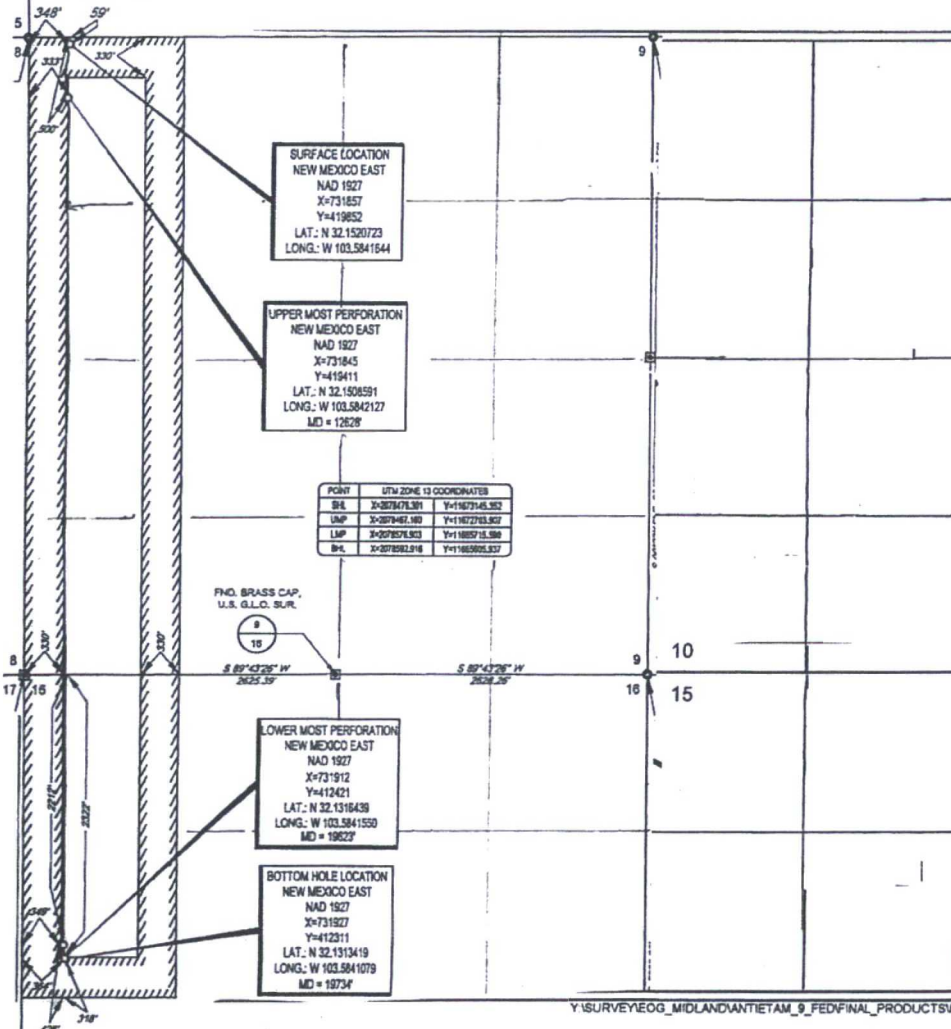
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>D</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>59'</b>	<b>NORTH</b>	<b>348'</b>	<b>WEST</b>	<b>LEA</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>E</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2322</b>	<b>NORTH</b>	<b>344</b>	<b>WEST</b>	<b>LEA</b>

<sup>11</sup> Dedicated Acres <b>240.00</b>	<sup>12</sup> Joint or Infill	<sup>13</sup> Consolidation Code	<sup>14</sup> 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.

<sup>17</sup>OPERATOR CERTIFICATION

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

*Kay Maddox* 8/30/17  
Signature Date

**KAY MADDOX**  
Printed Name

*Kay-maddox@ecogresources.com*  
E-mail Address

<sup>18</sup>SURVEYOR CERTIFICATION

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

07/26/2016  
Date of Survey  
Signature  
**MA CROWN**  
**NEW MEXICO**  
**18329**  
**PROFESSIONAL SURVEYOR**

Certificate Number



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

<sup>1</sup> API Number 30-025- <b>43478</b>	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name Wc-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name ANTIETAM 9 FED COM	<sup>6</sup> Well Number #702H
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>9</sup> Elevation 3438'

<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Ida	Feet from the	North/South line	Feet from the	East/West line	County
D	9	25-S	33-E	-	59'	NORTH	378'	WEST	LEA

UL or lot no.	Section	Township	Range	Lot Ida	Feet from the	North/South line	Feet from the	East/West line	County
E	16	25-S	33-E	-	2424	NORTH	642	WEST	LEA

<sup>12</sup> Dedicated Acres 240.00	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
---	-------------------------------	----------------------------------	-------------------------

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

**UPPER MOST PERFORATION**  
NEW MEXICO EAST  
NAD 1983  
X=773378  
Y=419276  
LAT.: N 32.1504481  
LONG.: W 103.5835706  
MD = 12711'

**SURFACE LOCATION**  
NEW MEXICO EAST  
NAD 1983  
X=773073  
Y=419910  
LAT.: N 32.1521966  
LONG.: W 103.5845416

**LOWER MOST PERFORATION**  
NEW MEXICO EAST  
NAD 1983  
X=773396  
Y=412401  
LAT.: N 32.1315482  
LONG.: W 103.5836663  
MD = 19592'

**BOTTOM HOLE LOCATION**  
NEW MEXICO EAST  
NAD 1983  
X=773392  
Y=412269  
LAT.: N 32.1311859  
LONG.: W 103.5836810  
MD = 19724'

**POINT UTM ZONE 13 COORDINATES**

POINT	UTM ZONE 13 COORDINATES
SHA	30-025-043478-001
LAMP	30-025-043478-001
LAMP	30-025-043478-001
SHA	30-025-043478-001

**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.

*Kay Maddox* 8/28/2017  
Signature Date  
KAY MADDOX  
Printed Name  
kay-maddox@egresources.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 to the best of my belief.

07/20/2016  
Date of Survey  
Signature and Seal of Professional Surveyor  
MICHAEL BROWN  
NEW MEXICO  
18329  
PROFESSIONAL SURVEYOR  
Certificate Number



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

<sup>1</sup> API Number 30-025-43479	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A - upr Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name ANTIETAM 9 FED COM	<sup>6</sup> Well Number #703H
<sup>7</sup> GRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>9</sup> Elevation 3440'

<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	9	25-S	33-E	-	164'	NORTH	2003'	WEST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	16	25-S	33-E	-	2312	NORTH	988'	WEST	LEA

<sup>11</sup> Dedicated Acres 240.00	<sup>12</sup> Joint or Infill	<sup>13</sup> Consolidation Code	<sup>14</sup> 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: Kay Maddox Date: 8/30/17  
Printed Name: KAY MADDOX  
E-mail Address: Kay.maddox@uphco.com

**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 to the best of my belief.

Date of Survey: 07/06/2016  
Signature: [Signature]  
Professional Surveyor Seal: 18329  
Certificate Number: [Blank]

POINT UTM ZONE 12 COORDINATES  
SBL 2-257889.175 Y=182720.88  
ULP 2-257889.233 Y=182720.482  
LLP 2-257889.188 Y=182720.124  
SPL 2-257889.114 Y=182720.387

UPPER MOST PERFORATION  
NEW MEXICO EAST  
NAD 1983  
X=773712  
Y=419483  
LAT: N 32.1510109  
LONG: W 103.5824863  
MD = 12708'

LOWER MOST PERFORATION  
NEW MEXICO EAST  
NAD 1983  
X=773743  
Y=412489  
LAT: N 32.1317850  
LONG: W 103.5825416  
MD = 18715'

BOTTOM HOLE LOCATION  
NEW MEXICO EAST  
NAD 1983  
X=773737  
Y=412382  
LAT: N 32.1314898  
LONG: W 103.5825038  
MD = 19827'

Y:\SURVEY\EOG\_MIDLAND\ANTIETAM\_9\_FED\FINAL\_PRODUCTS\LO\_ANTIETAM9FEDCOM\_703H\_REV3.DWG 5/10/2017 2:09:24 PM tntewart



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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025-43480	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name ANTIETAM 9 FED COM	<sup>6</sup> Well Number #704H
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>9</sup> Elevation 3440'

<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	9	25-S	33-E	-	164'	NORTH	2033'	WEST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
F	16	25-S	33-E	-	2311	NORTH	1408	WEST	LEA

<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
240.00			

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.

<p><b>SURFACE LOCATION</b> NEW MEXICO EAST NAD 1983 X=774728 Y=419815 LAT.: N 32.1519021 LONG.: W 103.5791956</p> <p><b>UPPER MOST PERFORATION</b> NEW MEXICO EAST NAD 1983 X=774084 Y=414070 LAT.: N 32.1361237 LONG.: W 103.5814054 MD = 17972'</p> <p><b>LOWER MOST PERFORATION</b> NEW MEXICO EAST NAD 1983 X=774151 Y=412492 LAT.: N 32.1317855 LONG.: W 103.5812238 MD = 19554'</p> <p><b>POINT UTM ZONE 13 COORDINATES</b></p> <table border="1"> <tr> <th>POINT</th> <th>UTM ZONE 13 COORDINATES</th> </tr> <tr> <td>SRL</td> <td>X=2080005.168 Y=11673721.023</td> </tr> <tr> <td>UMP</td> <td>X=2079397.032 Y=11667973.224</td> </tr> <tr> <td>LMP</td> <td>X=2079474.001 Y=11666396.093</td> </tr> <tr> <td>BHL</td> <td>X=2079480.345 Y=11666289.450</td> </tr> </table> <p><b>DETAIL VIEW</b> SCALE: 1" = 100'</p> <p><b>BOTTOM HOLE LOCATION</b> NEW MEXICO EAST NAD 1983 X=774157 Y=412385 LAT.: N 32.1314921 LONG.: W 103.5812079 MD = 19661'</p>	POINT	UTM ZONE 13 COORDINATES	SRL	X=2080005.168 Y=11673721.023	UMP	X=2079397.032 Y=11667973.224	LMP	X=2079474.001 Y=11666396.093	BHL	X=2079480.345 Y=11666289.450	<p><b>17 OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Kay Maddox</i> - 9/6/2017 Signature Date</p> <p><i>Kay-Maddox@eogresources.com</i> Printed Name</p> <p>E-mail Address</p> <p><b>18 SURVEYOR CERTIFICATION</b></p> <p>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 to the best of my belief.</p> <p>07/06/2016 Date of Survey</p> <p><i>[Signature]</i> Signature and Seal of Professional Surveyor</p> <p>18329 NEW MEXICO PROFESSIONAL SURVEYOR</p> <p>Certificate Number</p>
	POINT	UTM ZONE 13 COORDINATES									
SRL	X=2080005.168 Y=11673721.023										
UMP	X=2079397.032 Y=11667973.224										
LMP	X=2079474.001 Y=11666396.093										
BHL	X=2079480.345 Y=11666289.450										

District I  
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1000 Rio Brazos Road, Aztec, NM 87410  
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District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

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

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

☐ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025- <b>44347</b>	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code 317131	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>6</sup> Well Number <b>#705H</b>
		<sup>9</sup> Elevation <b>3440'</b>

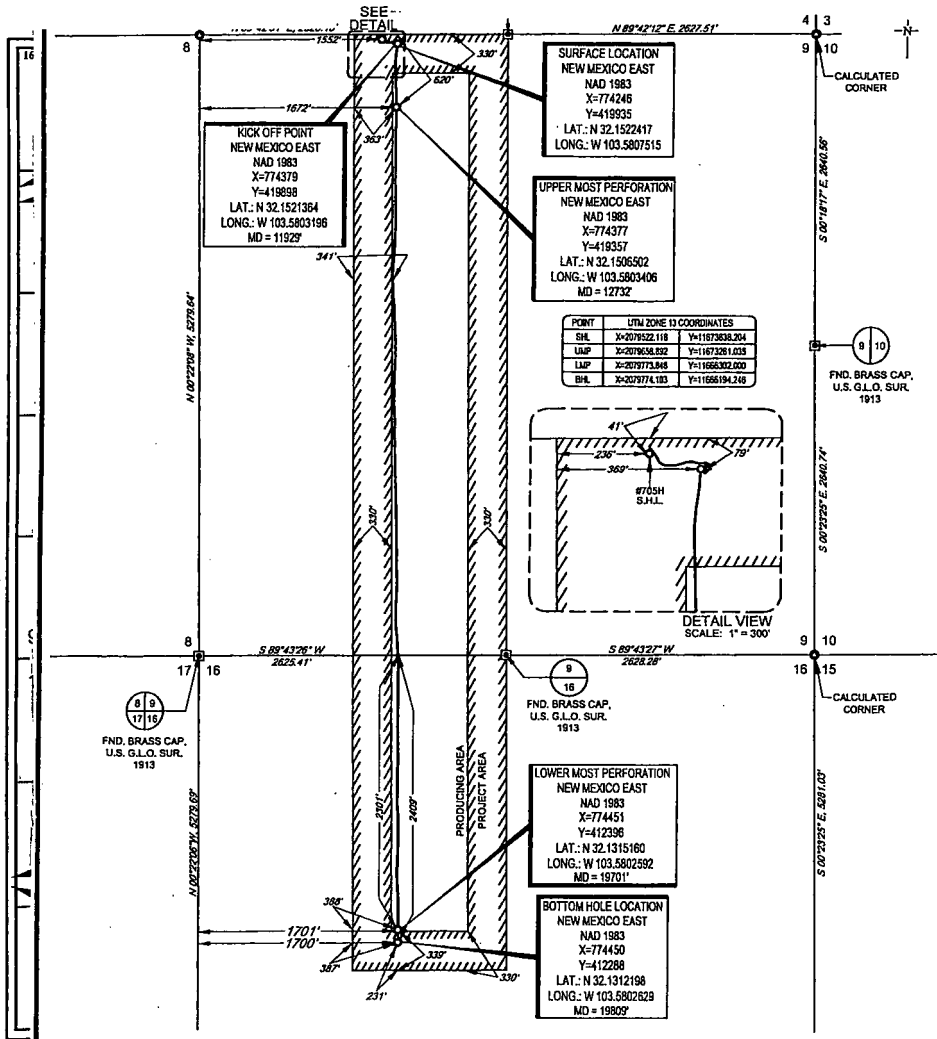
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	9	25-S	33-E	-	41'	NORTH	1552'	WEST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
F	16	25-S	33-E	-	2409'	NORTH	1700'	WEST	LEA

<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
240.00			

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.

<sup>17</sup>OPERATOR CERTIFICATION

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

Signature *Kay Maddox* Date *7/17/18*

Printed Name **KAY MADDOX**

E-mail Address

<sup>18</sup>SURVEYOR CERTIFICATION

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

Date of Survey *07/18/2017*  
Signature *Michael Brown*  
**MICHAEL BROWN**  
**NEW MEXICO**  
**18329**  
**PROFESSIONAL SURVEYOR**

Certificate Number

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

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

District III  
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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

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025- <b>44348</b>	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code 317131	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	
<sup>7</sup> GRID No. 7377	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>6</sup> Well Number <b>#706H</b>
		<sup>9</sup> Elevation <b>3440'</b>

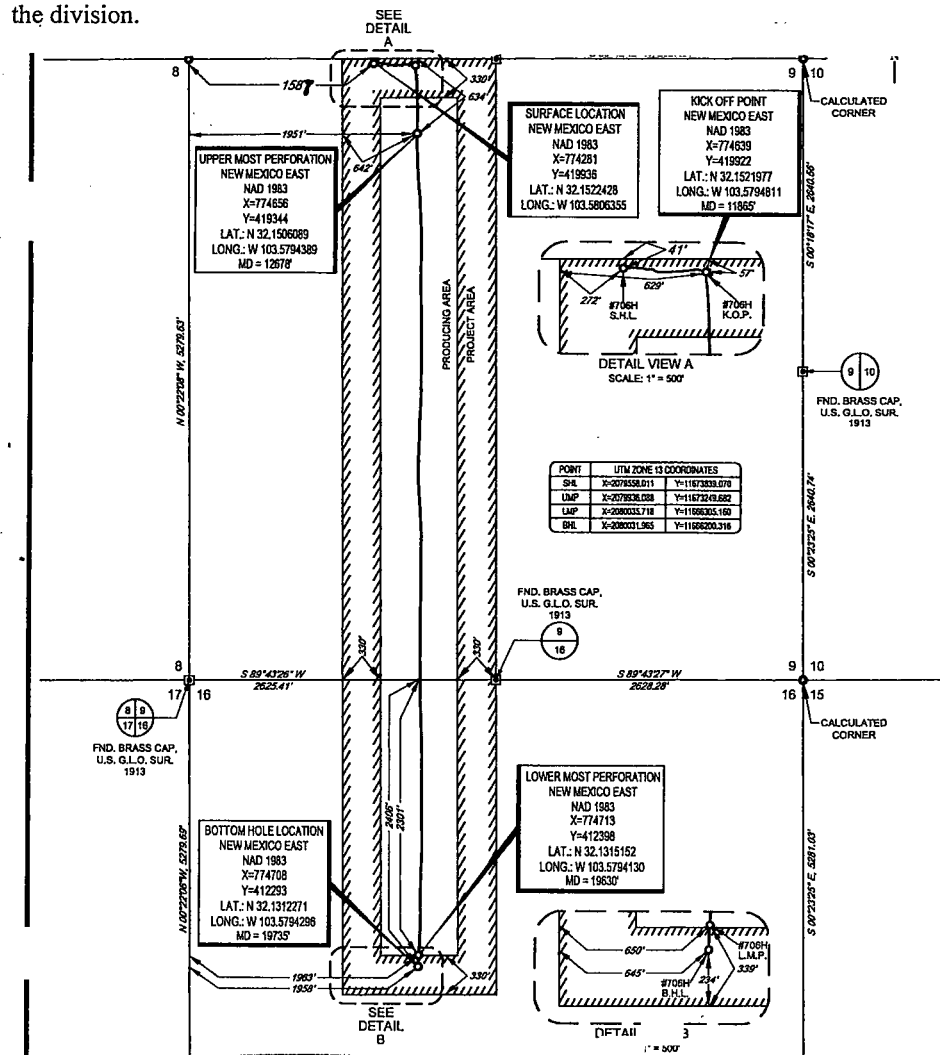
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>C</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>41'</b>	<b>NORTH</b>	<b>1587'</b>	<b>WEST</b>	<b>LEA</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>F</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2406'</b>	<b>NORTH</b>	<b>1958'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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



<sup>17</sup>OPERATOR CERTIFICATION

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

Signature Kay Maddox Date 7/17/18

Printed Name KAYMADDOX

E-mail Address

<sup>18</sup>SURVEYOR CERTIFICATION

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

Date of Survey 07/18/2017  
Signature and Seal of Professional Surveyor MICHAEL BROWN

Certificate Number 18329



District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
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FORM C-102

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025- <b>44349</b>	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code 317131	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	<sup>6</sup> Well Number <b>#707H</b>
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>9</sup> Elevation <b>3440'</b>

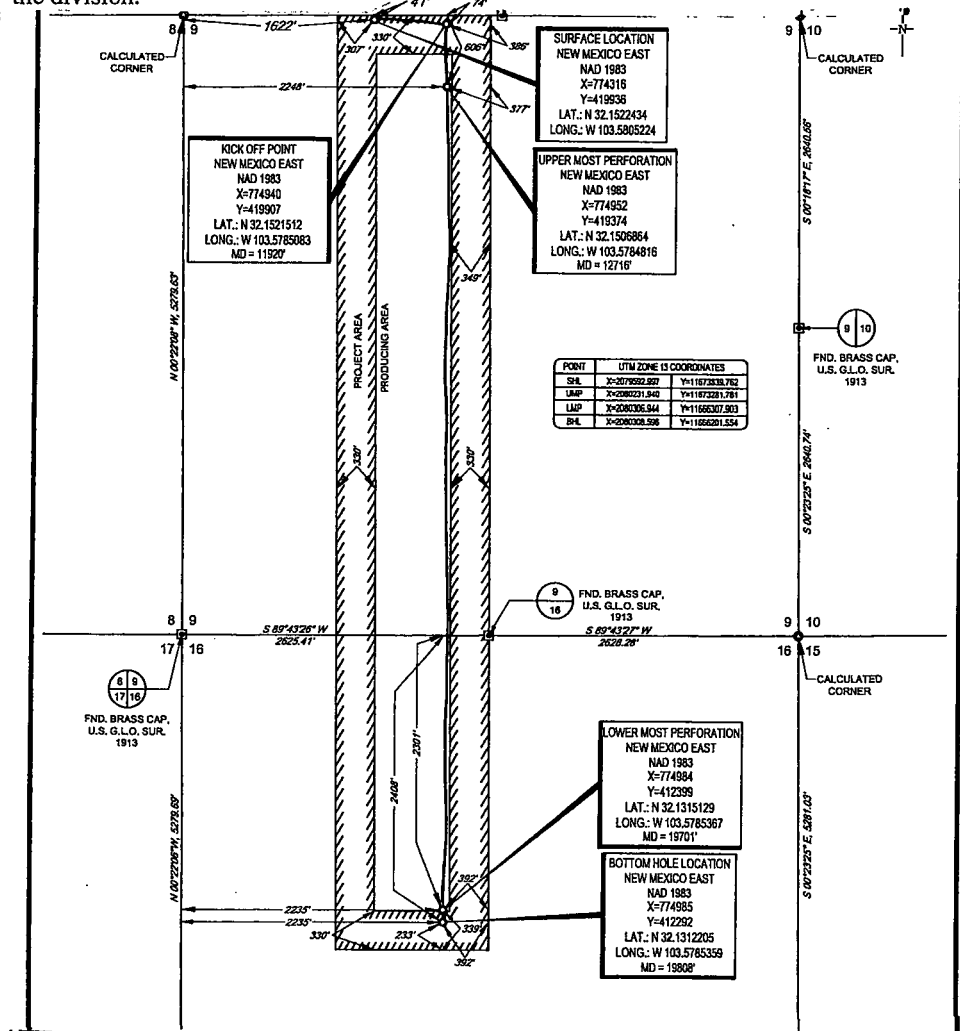
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>C</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>41'</b>	<b>NORTH</b>	<b>1622'</b>	<b>WEST</b>	<b>LEA</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>F</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2408'</b>	<b>NORTH</b>	<b>2235'</b>	<b>WEST</b>	<b>LEA</b>

<sup>11</sup> Dedicated Acres <b>240.00</b>	<sup>12</sup> Joint or Infill	<sup>13</sup> Consolidation Code	<sup>14</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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<sup>17</sup> OPERATOR CERTIFICATION	
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Signature <i>Kay Maddox</i>	Date 7/17/18
Printed Name <b>KAY MADDOX</b>	
E-mail Address	
<sup>18</sup> SURVEYOR CERTIFICATION	
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true to the best of my belief.	
Date of Survey 07/18/2017	
Signature and Seal of Professional Surveyor <i>Michael Brown</i>	
Certificate Number 18329	

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
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Energy, Minerals & Natural Resources  
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OIL CONSERVATION DIVISION  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

FORM C-102

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025- <b>44351</b>	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code 317131	<sup>5</sup> Property Name ANTIETAM 9 FED COM	<sup>6</sup> Well Number #708H
<sup>7</sup> GRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>9</sup> Elevation 3427'

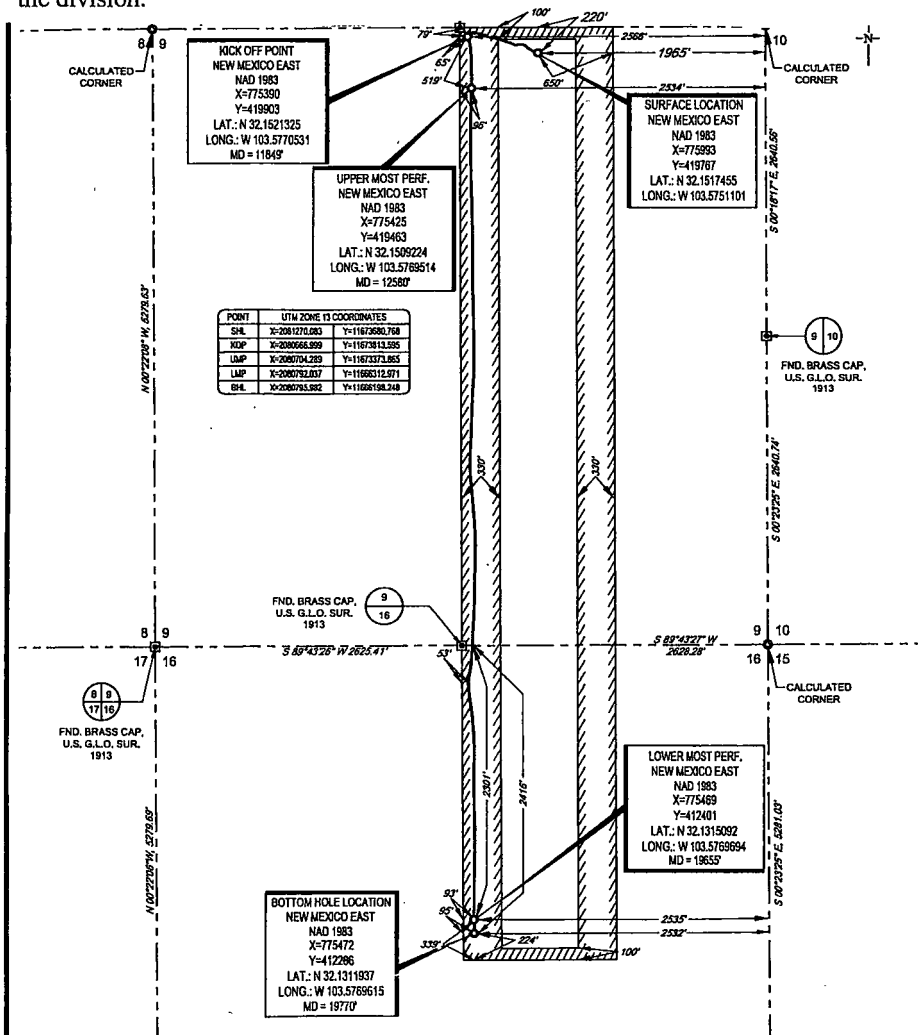
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	9	25-S	33-E	-	220'	NORTH	1965'	EAST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	16	25-S	33-E	-	2416'	NORTH	2532'	EAST	LEA

<sup>12</sup> Dedicated Acres 240.00	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
---	-------------------------------	----------------------------------	-------------------------

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

<sup>17</sup>OPERATOR CERTIFICATION

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

Signature: *Kay Maddox* Date: 7/17/18

Printed Name: KAY MADDUX

E-mail Address:

<sup>18</sup>SURVEYOR CERTIFICATION

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

Date of Survey: 12/22/2015  
Signature of Professional Surveyor: *Michael Brown*  
Professional Surveyor Seal: MICHAEL BROWN, NEW MEXICO, 18329, PROFESSIONAL SURVEYOR  
Certificate Number:

District I  
1623 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  
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District IV  
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Phone: (505) 476-3460 Fax: (505) 476-3462

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

FORM C-102

Revised August 1, 2011

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District Office

☐ AMENDED REPORT**HOBBS OCD****JUL 18 2018****RECEIVED****WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number 30-025- <b>44352</b>	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp
<sup>4</sup> Property Code 317131	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	<sup>6</sup> Well Number <b>#709H</b>
<sup>7</sup> GRID No. 7377	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>9</sup> Elevation <b>3427'</b>

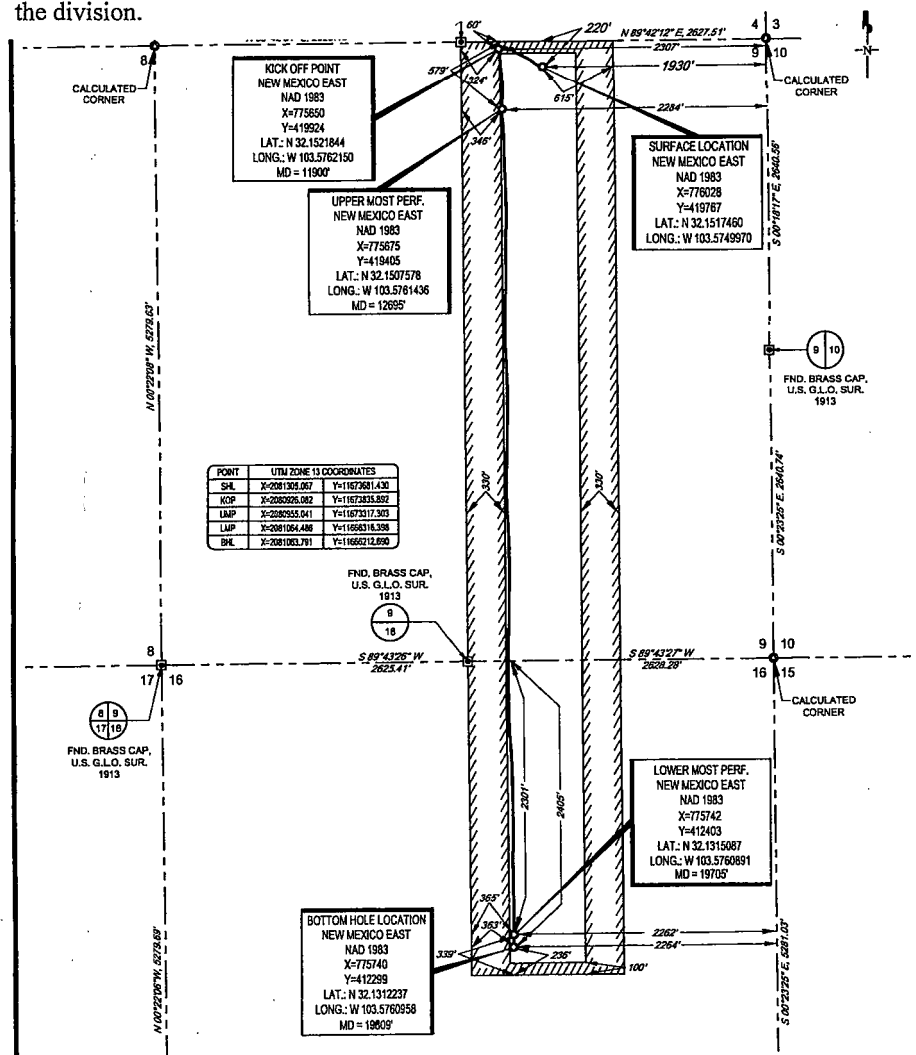
<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>B</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>220'</b>	<b>NORTH</b>	<b>1930'</b>	<b>EAST</b>	<b>LEA</b>

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>G</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2405'</b>	<b>NORTH</b>	<b>2264'</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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<sup>17</sup>OPERATOR CERTIFICATION

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*Kay Maddox 7/17/18*  
Signature Date

KAY MADDOX

Printed Name

E-mail Address

<sup>18</sup>SURVEYOR CERTIFICATION

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

12/23/2015  
Date of Survey  
Signature of Professional Surveyor

**MICHAEL BROWN**  
NEW MEXICO  
18329  
PROFESSIONAL SURVEYOR

Certificate Number

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
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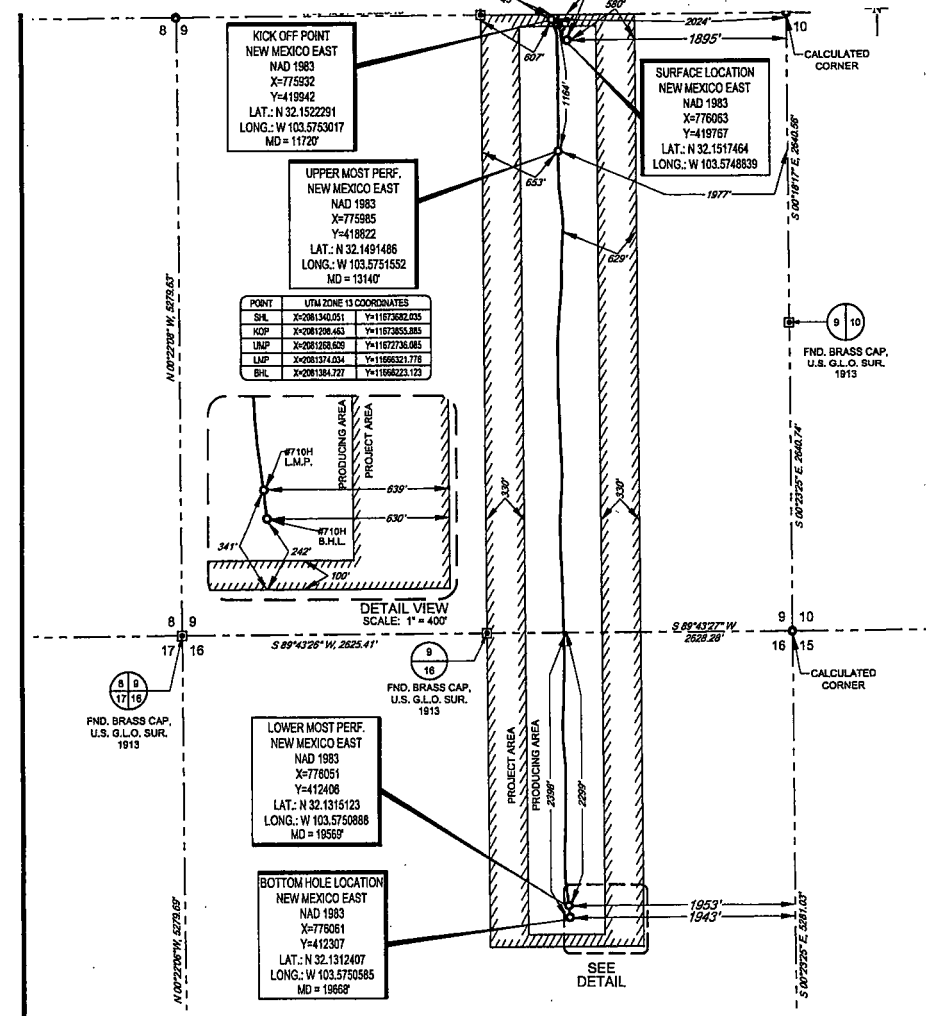
State of New Mexico **HOBBS OCD**  
Energy, Minerals & Natural Resources  
Department **JUL 18 2018**  
OIL CONSERVATION DIVISION  
1220 South St. Francis Dr. **RECEIVED**  
Santa Fe, NM 87505

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

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025- <b>44353</b>		<sup>2</sup> Pool Code 98180		<sup>3</sup> Pool Name WC-025 G-09 S253309A; Upper Wolfcamp	
<sup>4</sup> Property Code 317131		<sup>5</sup> Property Name ANTIETAM 9 FED COM			<sup>6</sup> Well Number #710H
<sup>7</sup> OGRID No. 7377		<sup>8</sup> Operator Name - EOG RESOURCES, INC.			<sup>9</sup> Elevation 3427'
<sup>10</sup> Surface Location					
UL or lot no. B	Section 9	Township 25-S	Range 33-E	Lot Idn -	Feet from the 220'
					North/South line NORTH
					Feet from the 1895'
					East/West line EAST
					County LEA
UL or lot no. G	Section 16	Township 25-S	Range 33-E	Lot Idn -	Feet from the 2398'
					North/South line NORTH
					Feet from the 1943'
					East/West line EAST
					County LEA
<sup>12</sup> Dedicated Acres 240.00		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code	
				<sup>15</sup> Order No.	

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



**17 OPERATOR CERTIFICATION**

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Signature: Kay Maddox Date: 7/17/18

Printed Name: Kay maddox

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 to the best of my belief.

Date of Survey: 12/23/2015  
Signature: Michael Brown  
Professional Surveyor  
Certificate Number: 18329



**District I**  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-9720

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

FORM C-102  
Revised August 1, 2011  
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District Office

☒ AMENDED REPORT

### WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025- <b>45476</b>	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC0025 G-09 S253309P; Upper Wolfcamp
<sup>4</sup> Property Code 987131	<sup>5</sup> Property Name ANTIETAM 9 FED COM	
<sup>6</sup> GRID No. 7377	<sup>7</sup> Operator Name EOG RESOURCES, INC.	<sup>8</sup> Well Number #713H
		<sup>9</sup> Elevation 3416'

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	9	25-S	33-E	-	1052'	NORTH	690'	EAST	LEA

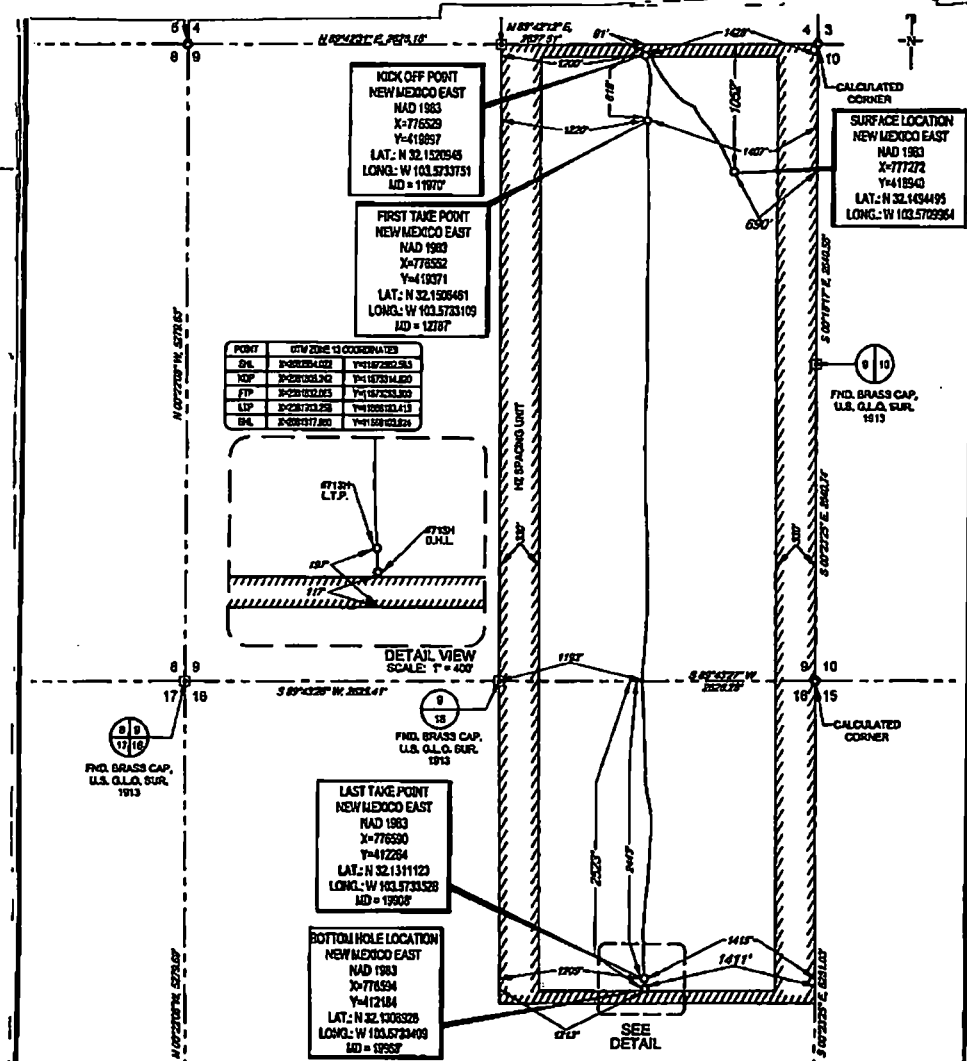
#### <sup>11</sup>Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	16	25-S	33-E	-	2523'	NORTH	1411'	EAST	LEA

<sup>12</sup> Dedicated Acres 480	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--------------------------------------	-------------------------------	----------------------------------	-------------------------

U8000

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.



#### <sup>17</sup>OPERATOR CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or 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.

*Kay Maddox* 7/15/19  
Signature Date

KAY MADDUX

Printed Name

E-mail Address

#### <sup>18</sup>SURVEYOR CERTIFICATION

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

Date of Survey  
Signature and Seal of Professional Engineer

18329

PROFESSIONAL SURVEYOR

Certificate Number

O:\ANTIETAM9FEDCOM\_713H\_REV1.DWG 7/10/2018 11:17:59 AM csmind

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

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☐ AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025- <b>45477</b>	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309P; Upper Wolfcamp
<sup>4</sup> Property Code 317131	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	
<sup>6</sup> Well Number <b>#714H</b>	<sup>7</sup> Elevation <b>3417'</b>	
<sup>8</sup> OGRID No. 7377	<sup>9</sup> Operator Name <b>EOG RESOURCES, INC.</b>	

<sup>10</sup>Surface Location

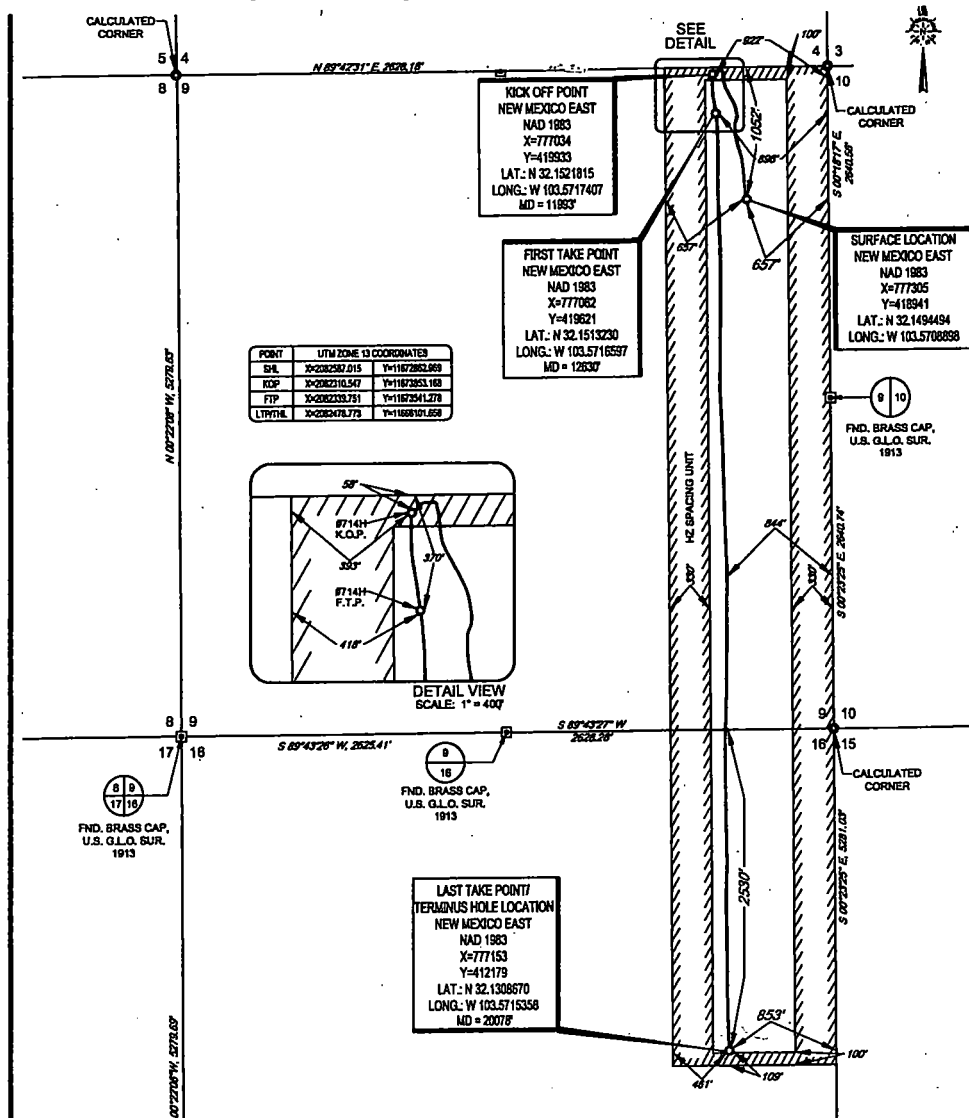
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>A</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>1052'</b>	<b>NORTH</b>	<b>657'</b>	<b>EAST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>H</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2530'</b>	<b>NORTH</b>	<b>853'</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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

<sup>17</sup>OPERATOR CERTIFICATION

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

*Kay Maddox* 7/15/19  
Signature Date

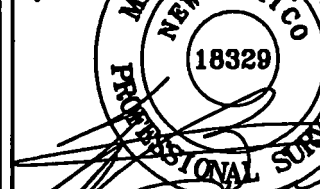
**KAY MADDOX**  
Printed Name

E-mail Address

<sup>18</sup>SURVEYOR CERTIFICATION

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

Date of Survey  
Signature and Seal of Professional Surveyor



Certificate Number

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
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District IV  
1220 S. St. Francis Dr., Santa Fe, NM 87505  
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico **HOPES OCD**  
Energy, Minerals & Natural Resources  
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1220 South St. Francis Dr.  
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FORM C-102

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**RECEIVED**☐ AMENDED REPORT**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number 30-025- <b>45478</b>	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC-025 G-09 S253309p; Upper Wolfcamp <b>R2</b>
<sup>4</sup> Property Code 317131	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	
<sup>6</sup> OGRID No. 7377	<sup>7</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>8</sup> Well Number <b>#715H</b>
		<sup>9</sup> Elevation <b>3417'</b>

<sup>10</sup>Surface Location

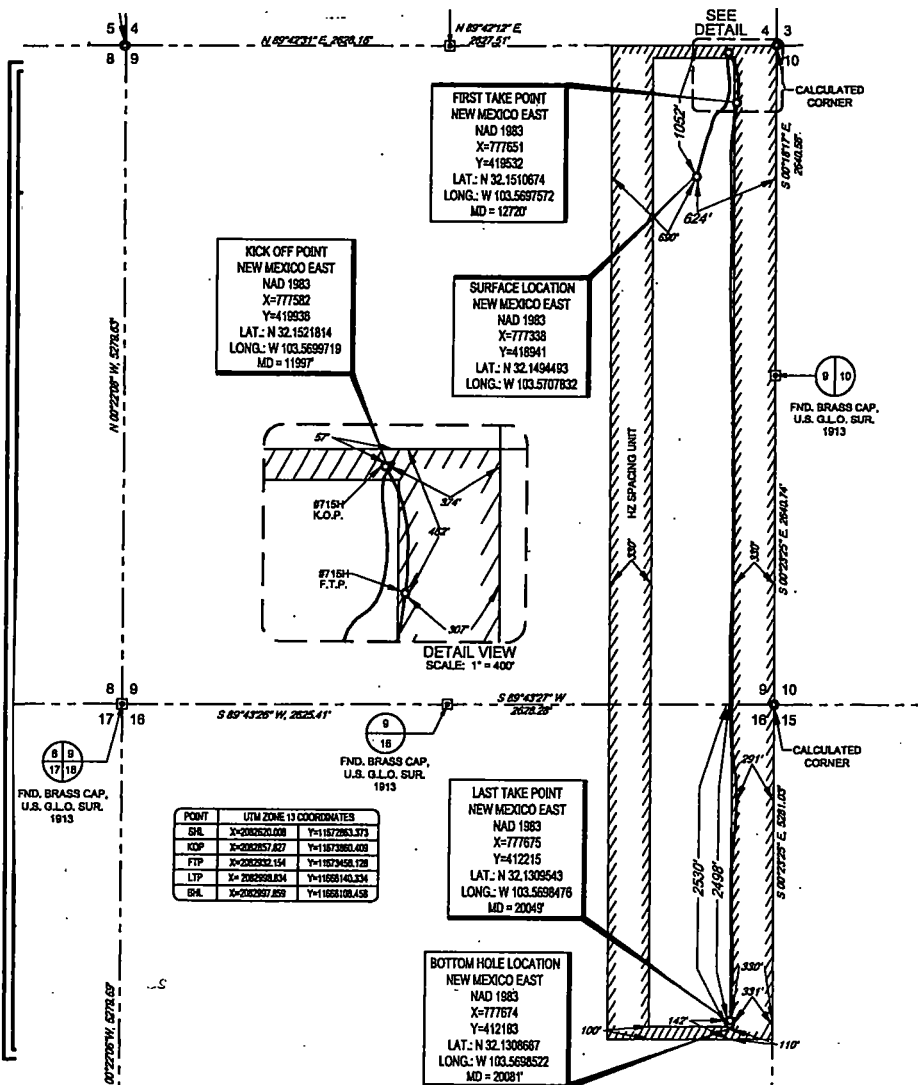
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>A</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>1052'</b>	<b>NORTH</b>	<b>624'</b>	<b>EAST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>H</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2540'</b>	<b>NORTH</b>	<b>330'</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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

<sup>17</sup>OPERATOR CERTIFICATION

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

*Kay Maddox* 7/15/19  
Signature Date

**KAY MADDOX**  
Printed Name

E-mail Address

<sup>18</sup>SURVEYOR CERTIFICATION

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

Date of Survey  
Signature and Seal

Professional Surveyor

Certificate Number

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
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State of New Mexico  
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FORM C-102

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>3002547359</b>	<sup>2</sup> Pool Code <b>98180</b>	<sup>3</sup> Pool Name <b>WC025 G09 S253309P UPPER WOLFCAMP</b>
<sup>4</sup> Property Code <b>317131</b>	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	
<sup>7</sup> OGRID No. <b>7377</b>	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>6</sup> Well Number <b>754H</b>
		<sup>9</sup> Elevation <b>3422'</b>

<sup>10</sup>Surface Location

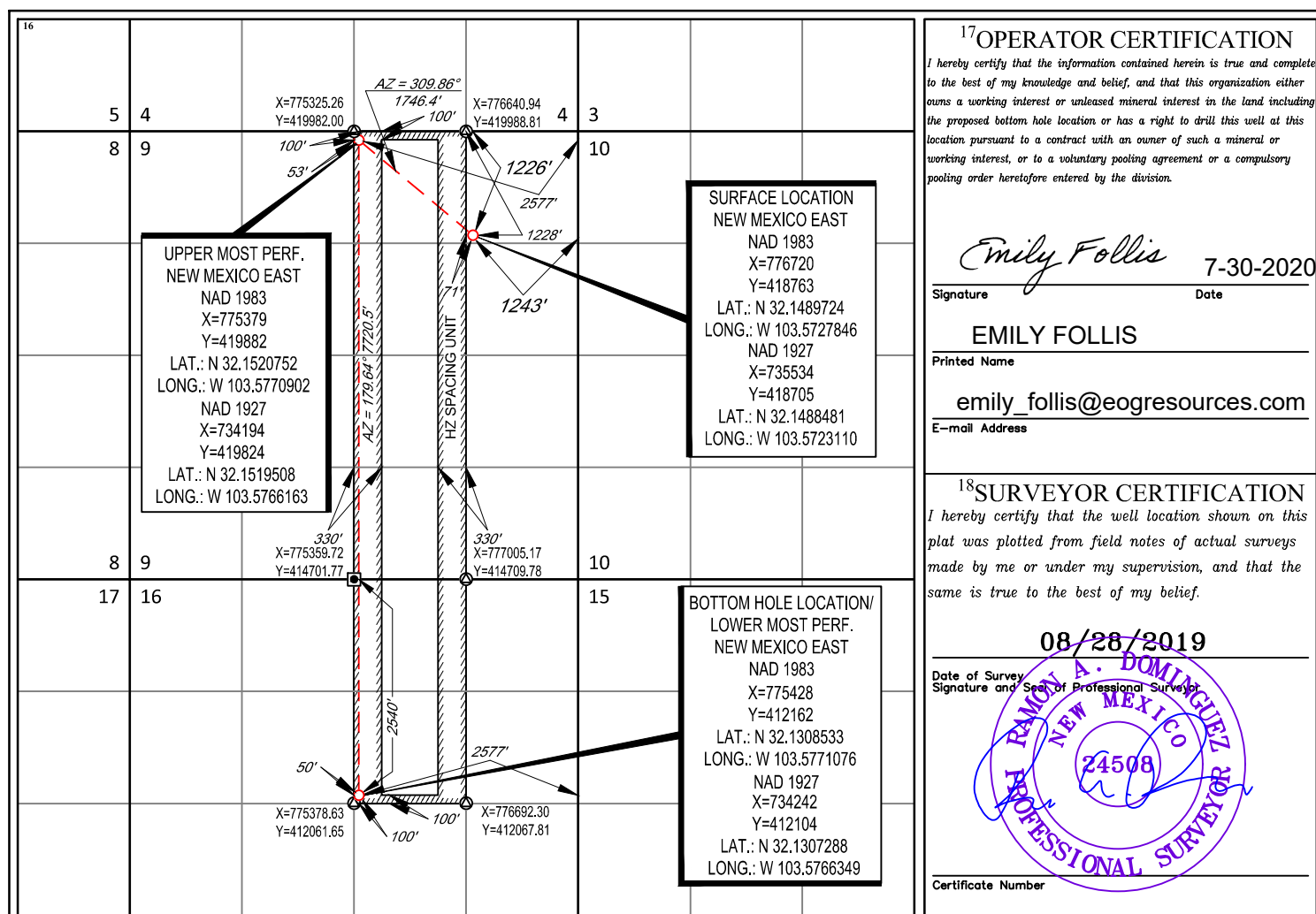
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>A</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>1226'</b>	<b>NORTH</b>	<b>1243'</b>	<b>EAST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>G</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2540'</b>	<b>NORTH</b>	<b>2577'</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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



**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

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☐ **AMENDED REPORT**

# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 3002547382	<sup>2</sup> Pool Code 98180	<sup>3</sup> Pool Name WC025 G09 S253309P UPPER WOLFCAMP
<sup>4</sup> Property Code 317131	<sup>5</sup> Property Name ANTIETAM 9 FED COM	
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name EOG RESOURCES, INC.	<sup>6</sup> Well Number 755H  <sup>9</sup> Elevation 3423'

<sup>10</sup>**Surface Location**

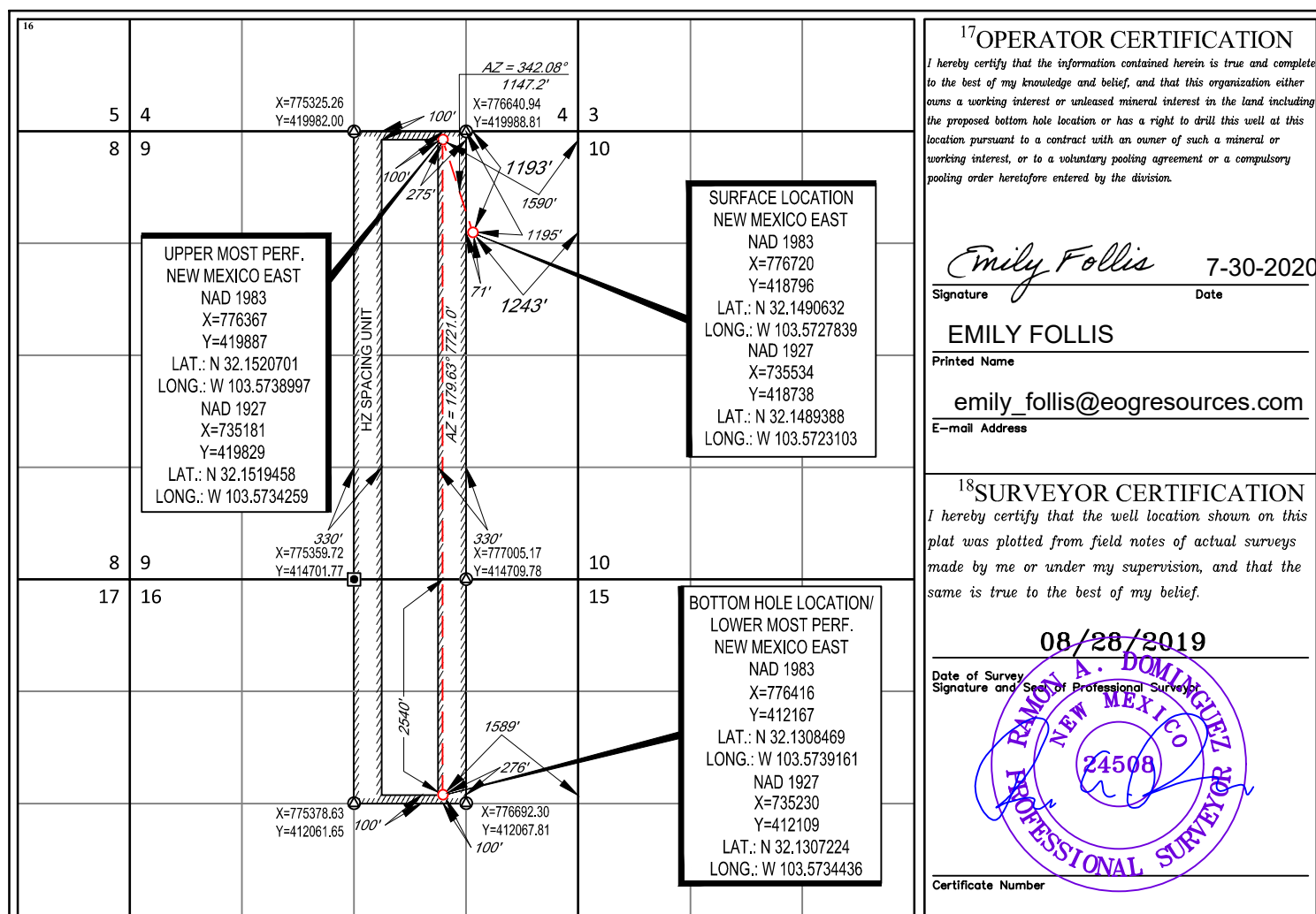
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	9	25-S	33-E	—	1193'	NORTH	1243'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
G	16	25-S	33-E	—	2540'	NORTH	1589'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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





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

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

FORM C-102

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-47360</b>	<sup>2</sup> Pool Code <b>98180</b>	<sup>3</sup> Pool Name <b>WC025 G09 S253309P Upper Wolfcamp</b>
<sup>4</sup> Property Code <b>317131</b>	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	<sup>6</sup> Well Number <b>756H</b>
<sup>7</sup> OGRID No. <b>7377</b>	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>9</sup> Elevation <b>3423'</b>

<sup>10</sup>Surface Location

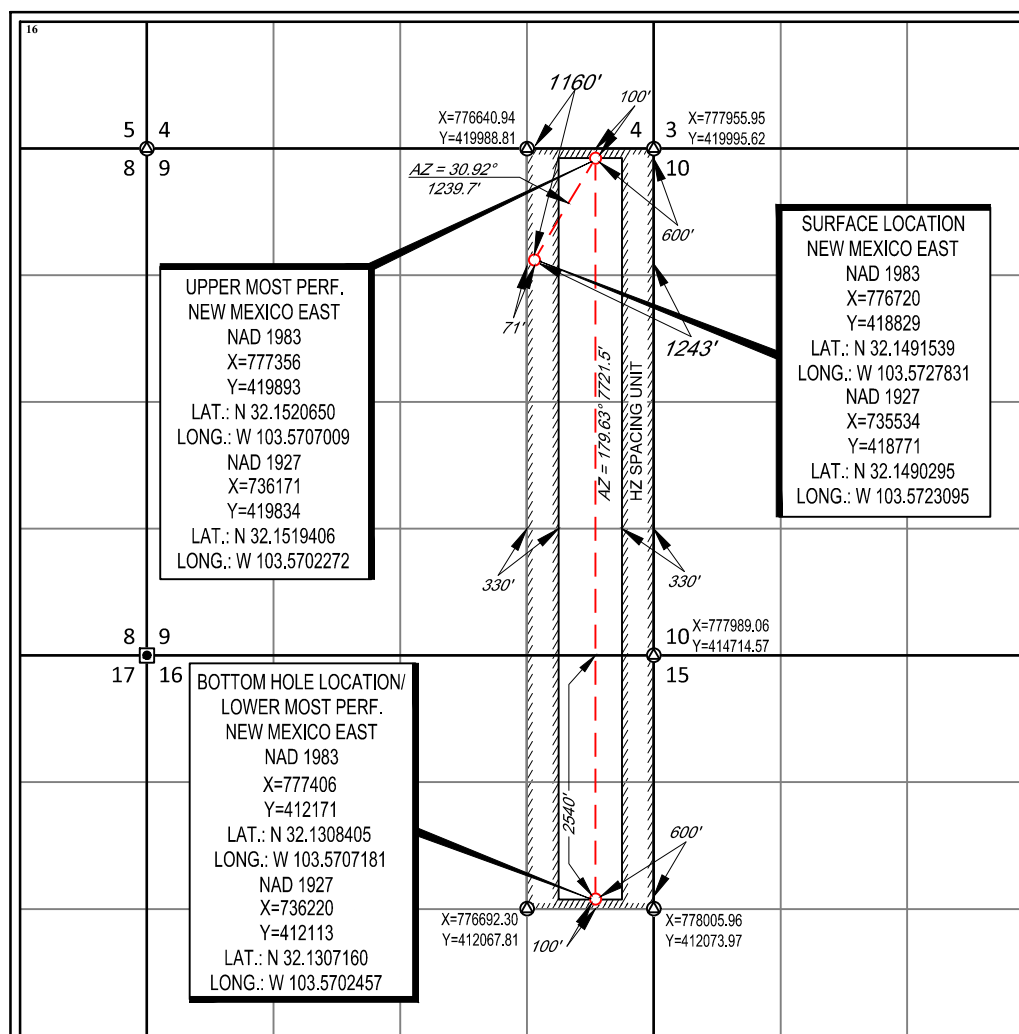
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>A</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>1160'</b>	<b>NORTH</b>	<b>1243'</b>	<b>EAST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>H</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2540'</b>	<b>NORTH</b>	<b>600'</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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

<sup>17</sup>OPERATOR CERTIFICATION

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

*Emily Follis* 7-30-2020  
Signature Date

**EMILY FOLLIS**  
Printed Name  
emily\_follis@eogresources.com  
E-mail Address

<sup>18</sup>SURVEYOR CERTIFICATION

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

08/28/2019  
Date of Survey  
Signature and Seal of Professional Surveyor  
**RAMON A. DOMINGUEZ**  
NEW MEXICO  
24508  
PROFESSIONAL SURVEYOR  
Certificate Number

District I  
1625 N. French Dr., Hobbs, NM 88240  
Phone: (575) 393-6161 Fax: (575) 393-0720  
District II  
811 S. First St., Artesia, NM 88210  
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State of New Mexico  
Energy, Minerals & Natural Resources  
Department  
OIL CONSERVATION DIVISION  
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025- 47370</b>	<sup>2</sup> Pool Code <b>96392</b>	<sup>3</sup> Pool Name <b>DRAPER MILL;BONE SPRING</b>
<sup>4</sup> Property Code <b>317131</b>	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	
<sup>7</sup> OGRID No. <b>7377</b>	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>6</sup> Well Number <b>#501H</b>
		<sup>9</sup> Elevation <b>3430'</b>

<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>D</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>718'</b>	<b>NORTH</b>	<b>1163'</b>	<b>WEST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>E</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2540'</b>	<b>NORTH</b>	<b>330'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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

<sup>16</sup>		<sup>17</sup> OPERATOR CERTIFICATION I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.  Lisa Trascher 11/6/19 Signature Date  Lisa Trascher Printed Name  lisa_trascher@eogresources.com E-mail Address	
<sup>18</sup> SURVEYOR CERTIFICATION I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true to the best of my belief.  08/28/2019 Date of Survey Signature and Seal of Professional Surveyor 		Certificate Number	

District I  
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Phone: (575) 393-6161 Fax: (575) 393-0720  
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State of New Mexico  
Energy, Minerals & Natural Resources  
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OIL CONSERVATION DIVISION  
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**06/23/2020**  
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025- 47371</b>	<sup>2</sup> Pool Code <b>96392</b>	<sup>3</sup> Pool Name <b>DRAPER MILL;BONE SPRING</b>
<sup>4</sup> Property Code <b>317131</b>	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	
<sup>7</sup> OGRID No. <b>7377</b>	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>6</sup> Well Number <b>#502H</b>
		<sup>9</sup> Elevation <b>3431'</b>

<sup>10</sup>Surface Location

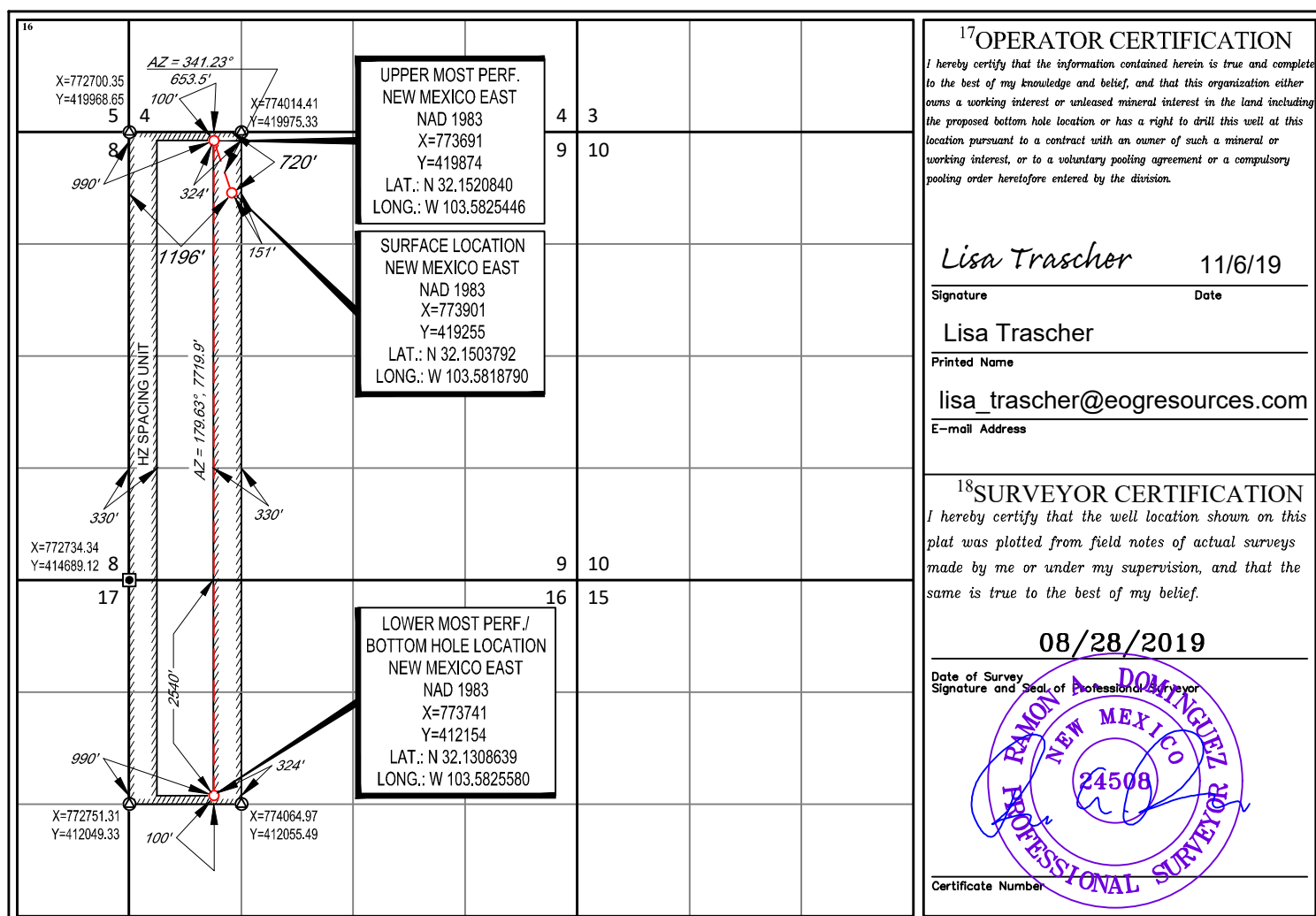
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>D</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>720'</b>	<b>NORTH</b>	<b>1196'</b>	<b>WEST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>E</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2540'</b>	<b>NORTH</b>	<b>990'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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State of New Mexico  
Energy, Minerals & Natural Resources  
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FORM C-102

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025- 47786</b>	<sup>2</sup> Pool Code <b>96392</b>	<sup>3</sup> Pool Name <b>Draper Mill; Bone Spring</b>
<sup>4</sup> Property Code <b>317131</b>	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	<sup>6</sup> Well Number <b>#502Y</b>
<sup>7</sup> OGRID No. <b>7377</b>	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>9</sup> Elevation <b>3430'</b>

<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>D</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>715'</b>	<b>NORTH</b>	<b>1130'</b>	<b>WEST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>E</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2540'</b>	<b>NORTH</b>	<b>990'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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<p><b>UPPER MOST PERF. NEW MEXICO EAST</b> NAD 1983 X=773691 Y=419874 LAT.: N 32.1520840 LONG.: W 103.5825446</p> <p><b>SURFACE LOCATION NEW MEXICO EAST</b> NAD 1983 X=773835 Y=419259 LAT.: N 32.1503915 LONG.: W 103.5820918</p> <p><b>LOWER MOST PERF. / BOTTOM HOLE LOCATION NEW MEXICO EAST</b> NAD 1983 X=773741 Y=412154 LAT.: N 32.1308639 LONG.: W 103.5825580</p>				<p><sup>17</sup>OPERATOR CERTIFICATION</p> <p>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.</p> <p><i>Star L Harrell</i> 10/8/2020 Signature Date</p> <p>Star L Harrell Printed Name</p> <p>star_harrell@eogresources.com E-mail Address</p>			
<p><sup>18</sup>SURVEYOR CERTIFICATION</p> <p>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 to the best of my belief.</p> <p>08/28/2019 Date of Survey</p> <p><i>Ramon A. Dominguez</i> Signature and Seal of Professional Surveyor</p> <p>24508 Certificate Number</p>				<p>16</p> <p>X=772700.35 Y=419968.65</p> <p>X=774014.41 Y=419975.33</p> <p>AZ = 346.78° 631.5'</p> <p>4 3</p> <p>9 10</p> <p>9 10</p> <p>16 15</p> <p>X=772734.34 Y=414689.12</p> <p>X=772751.31 Y=412049.33</p> <p>X=774064.97 Y=412055.49</p> <p>100'</p> <p>330'</p> <p>324'</p> <p>715'</p> <p>1130'</p> <p>184'</p> <p>AZ = 179.63° 7719.9'</p> <p>2540'</p> <p>990'</p> <p>100'</p>			

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FORM C-102

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025- 47372</b>	<sup>2</sup> Pool Code <b>96392</b>	<sup>3</sup> Pool Name <b>DRAPER MILL;BONE SPRING</b>
<sup>4</sup> Property Code <b>317131</b>	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	<sup>6</sup> Well Number <b>#503H</b>
<sup>7</sup> OGRID No. <b>7377</b>	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>9</sup> Elevation <b>3430'</b>

<sup>10</sup>Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>D</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>722'</b>	<b>NORTH</b>	<b>1229'</b>	<b>WEST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>F</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2540'</b>	<b>NORTH</b>	<b>1650'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
--	-------------------------------	----------------------------------	-------------------------

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<p><b>UPPER MOST PERF. NEW MEXICO EAST NAD 1983</b> X=774351 Y=419877 LAT.: N 32.1520806 LONG.: W 103.5804121</p> <p><b>SURFACE LOCATION NEW MEXICO EAST NAD 1983</b> X=773934 Y=419253 LAT.: N 32.1503730 LONG.: W 103.5817728</p> <p><b>LOWER MOST PERF./ BOTTOM HOLE LOCATION NEW MEXICO EAST NAD 1983</b> X=774401 Y=412157 LAT.: N 32.1308598 LONG.: W 103.5804259</p>									
<p><b><sup>17</sup>OPERATOR CERTIFICATION</b></p> <p>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.</p> <p><i>Lisa Trascher</i>      11/6/19 Signature      Date</p> <p><b>Lisa Trascher</b> Printed Name</p> <p><b>lisa_trascher@eogresources.com</b> E-mail Address</p>									
<p><b><sup>18</sup>SURVEYOR CERTIFICATION</b></p> <p>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 to the best of my belief.</p> <p><b>08/28/2019</b> Date of Survey</p> <p><i>Ramon A. Dominguez</i> Signature and Seal of Professional Surveyor</p> <p><b>24508</b> Certificate Number</p>									

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**FORM C-102**

Revised August 1, 2011

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025- <b>47373</b>	<sup>2</sup> Pool Code 96392	<sup>3</sup> Pool Name DRAPER MILL;BONE SPRING
<sup>4</sup> Property Code <b>317131</b>	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>6</sup> Well Number <b>#504H</b> <sup>9</sup> Elevation <b>3433'</b>

<sup>10</sup>Surface Location

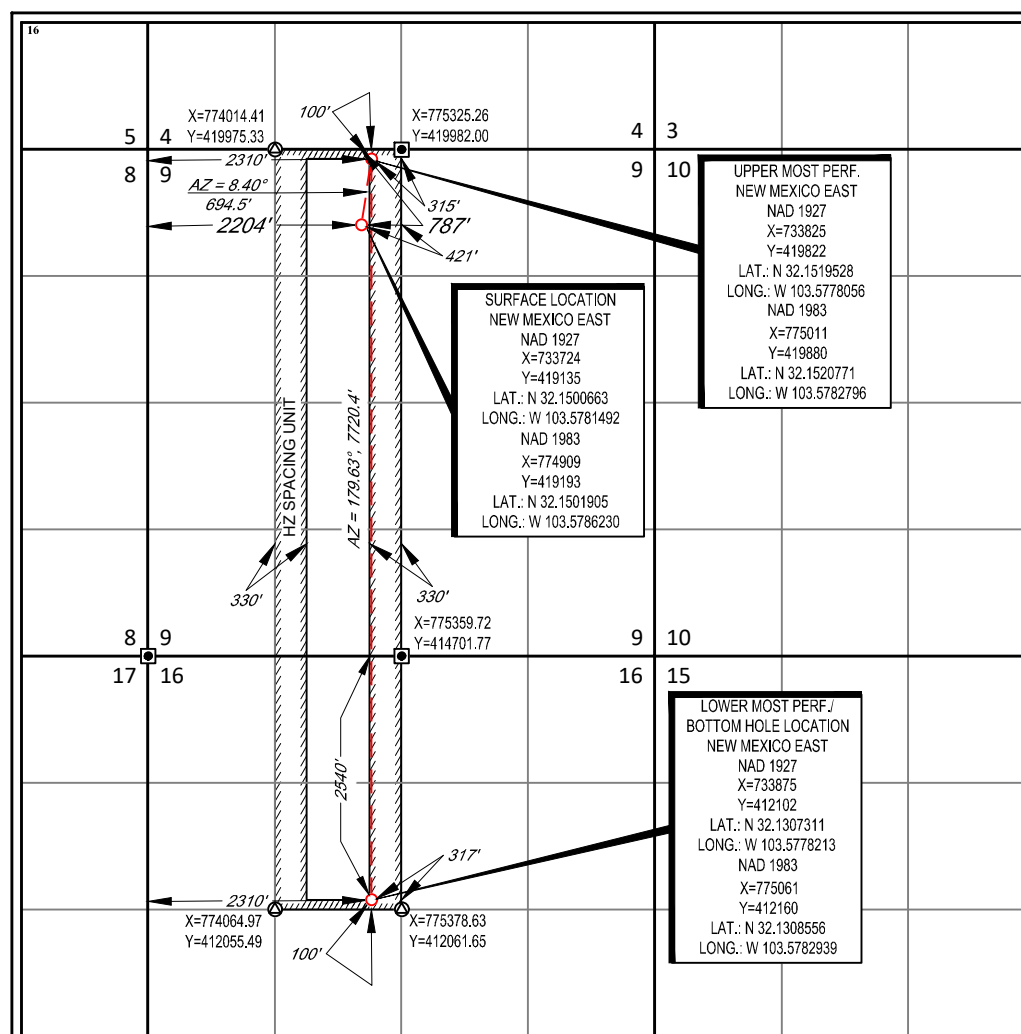
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	9	25-S	33-E	-	787'	NORTH	2204'	WEST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>F</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2540'</b>	<b>NORTH</b>	<b>2310'</b>	<b>WEST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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<sup>17</sup>OPERATOR CERTIFICATION

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Lisa Trascher 11/6/19

Signature \_\_\_\_\_ Date \_\_\_\_\_

Lisa Trascher

Printed Name \_\_\_\_\_

lisa\_trascher@eoqresources.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 to the best of my belief.

08/28/2019

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

Signature and Seal of Professional Surveyor



Certificate Number

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025- 47374</b>	<sup>2</sup> Pool Code <b>96392</b>	<sup>3</sup> Pool Name <b>DRAPER MILL;BONE SPRING</b>
<sup>4</sup> Property Code <b>317131</b>	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	
<sup>7</sup> OGRID No. <b>7377</b>	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>6</sup> Well Number <b>#505H</b>
		<sup>9</sup> Elevation <b>3433'</b>

<sup>10</sup>Surface Location

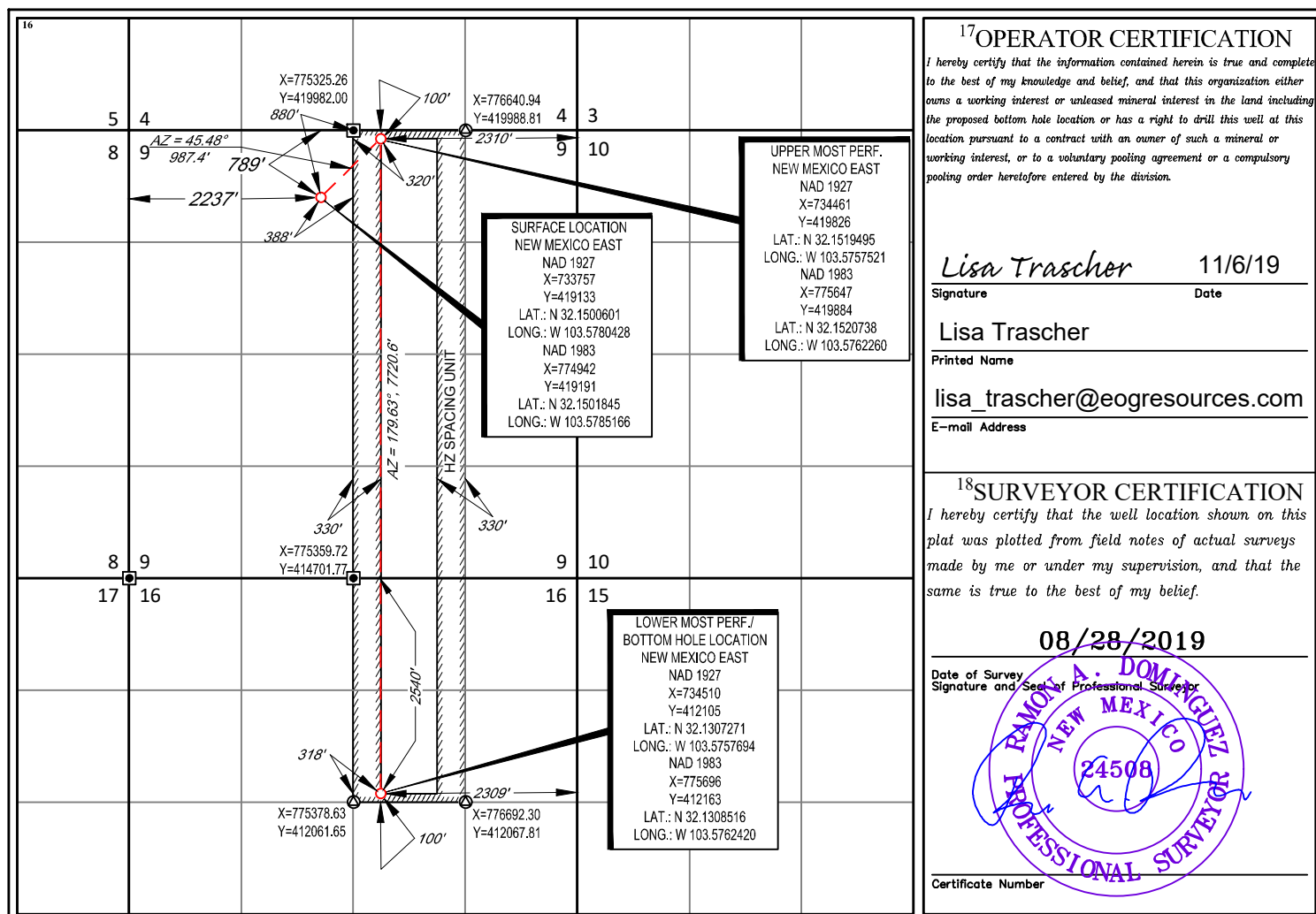
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>C</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>789'</b>	<b>NORTH</b>	<b>2237'</b>	<b>WEST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>G</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2540'</b>	<b>NORTH</b>	<b>2309'</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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# WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025- <b>47481</b>	<sup>2</sup> Pool Code 96392	<sup>3</sup> Pool Name DRAPER MILL;BONE SPRING
<sup>4</sup> Property Code <b>317131</b>	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	
<sup>7</sup> OGRID No. 7377	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>6</sup> Well Number <b>#507H</b> <sup>9</sup> Elevation <b>3425'</b>

<sup>10</sup>Surface Location

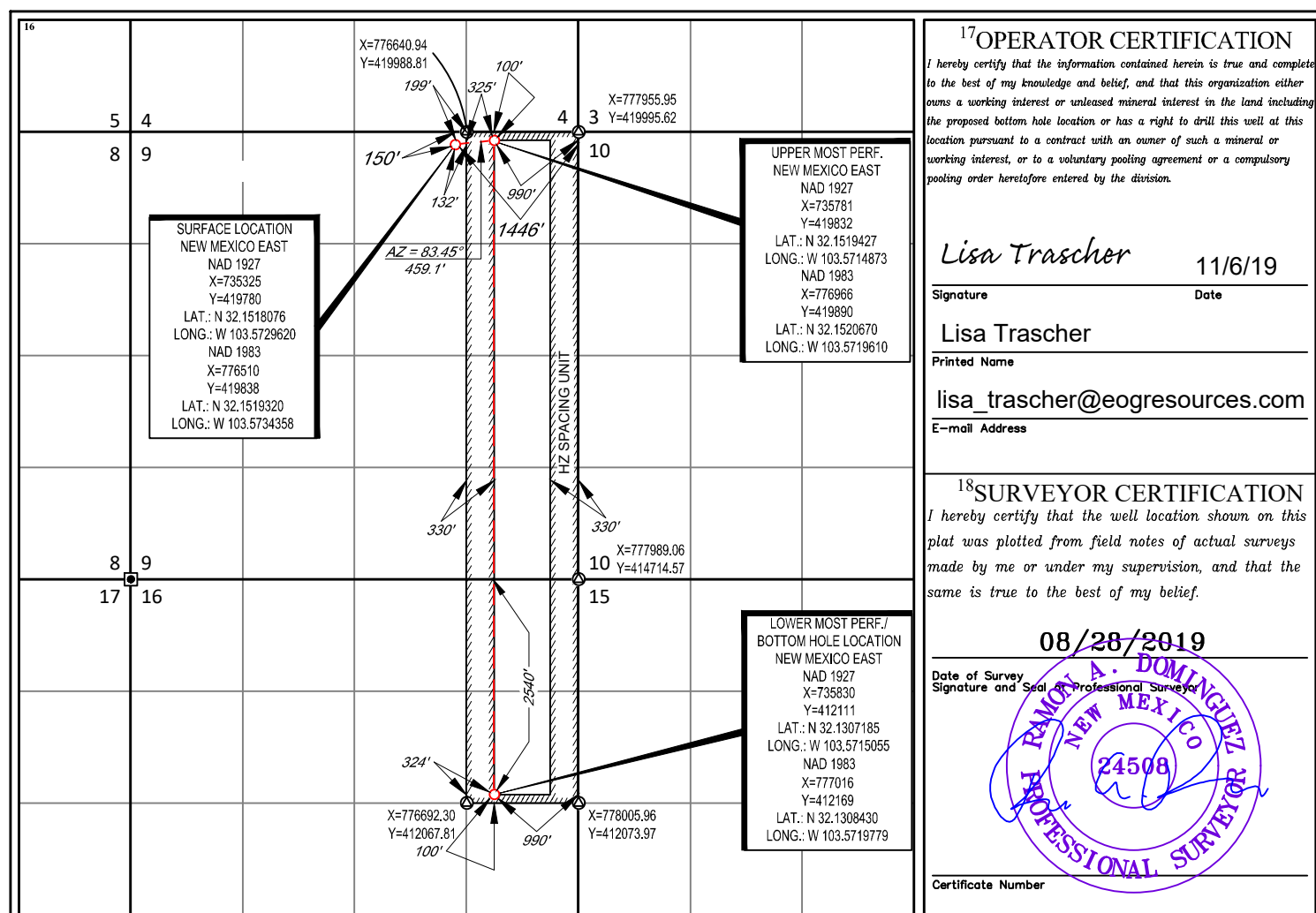
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	9	25-S	33-E	—	150'	NORTH	1446'	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
H	16	25-S	33-E	—	2540'	NORTH	990'	EAST	LEA

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025- 47482</b>	<sup>2</sup> Pool Code <b>96392</b>	<sup>3</sup> Pool Name <b>DRAPER MILL;BONE SPRING</b>
<sup>4</sup> Property Code <b>317131</b>	<sup>5</sup> Property Name <b>ANTIETAM 9 FED COM</b>	
<sup>7</sup> OGRID No. <b>7377</b>	<sup>8</sup> Operator Name <b>EOG RESOURCES, INC.</b>	<sup>6</sup> Well Number <b>#508H</b>
		<sup>9</sup> Elevation <b>3426'</b>

<sup>10</sup>Surface Location

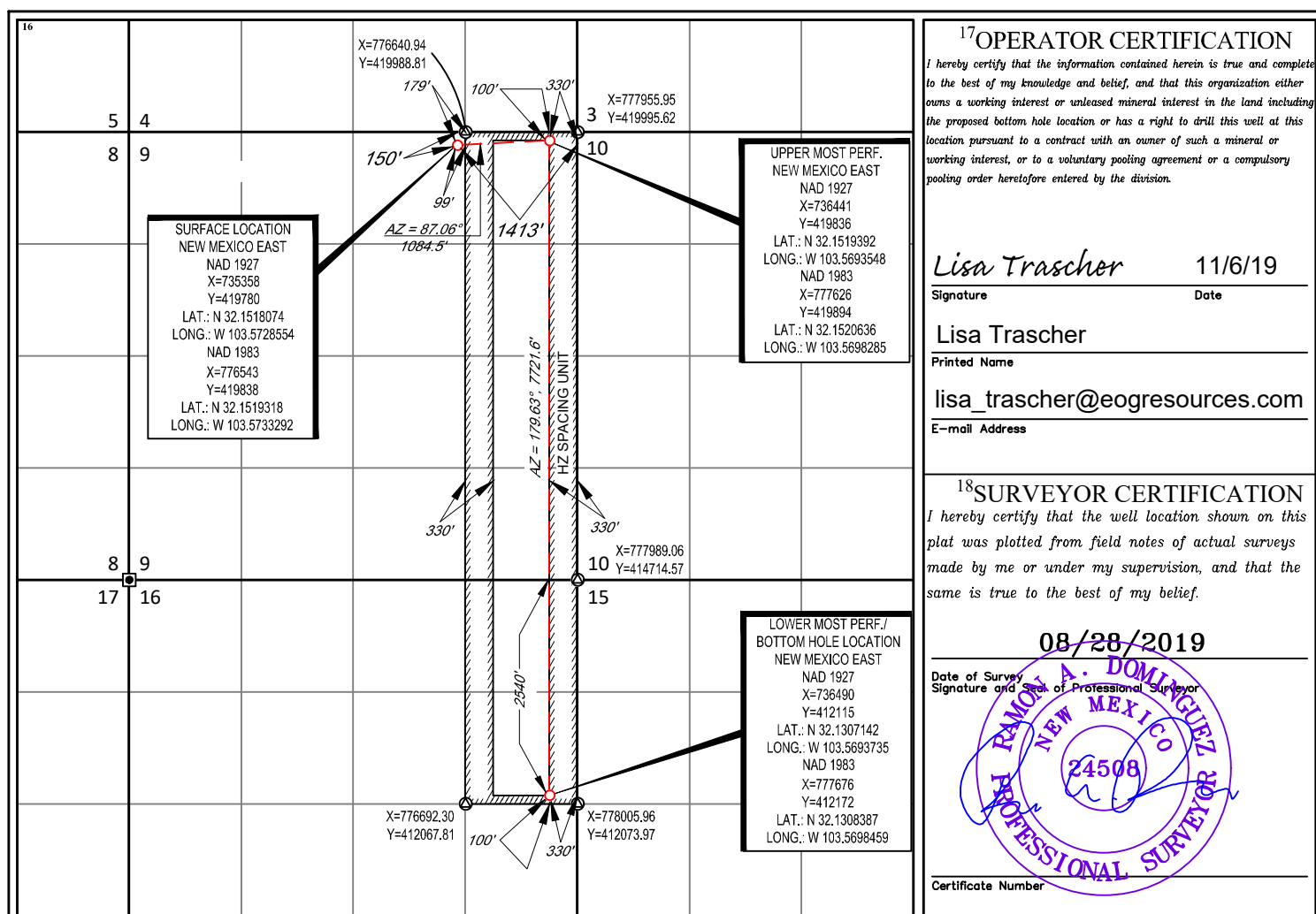
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>B</b>	<b>9</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>150'</b>	<b>NORTH</b>	<b>1413'</b>	<b>EAST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>H</b>	<b>16</b>	<b>25-S</b>	<b>33-E</b>	<b>-</b>	<b>2540'</b>	<b>NORTH</b>	<b>330'</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
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KEITH MANES, COUNTY CLERK  
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Book 2126 Page 656  
1 of 12  
12/18/2017 01:26 PM  
BY KELLI WILLIAMS

**NEW MEXICO STATE LAND OFFICE**

## CERTIFICATE OF APPROVAL

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


**EOG Resources Inc**  
**Antietam 9 Federal Com Wells #701-703H**  
**Vertical Extent: Wolfcamp**  
**Township: 25 South, Range: 33 East, NMPM**  
**Section 9 : W2W2**  
**Section 16: W2NW4**  
**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 **April 19, 2017**, 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 **7<sup>th</sup> day of September, 2017**.

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

Determination - Approval - Certification

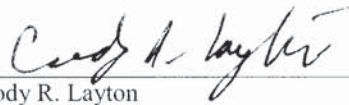
Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest. 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.
- B. Approve the attached Communitization Agreement covering the W2W2 of Section 9, and W2NW of Section 16, T. 25 S., R. 33 E., NMPM, as to all producible hydrocarbons from the Wolfcamp formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: 12/13/2017

  
Cody R. Layton  
Assistant Field Manager  
Lands and Minerals

Effective: April 19, 2017

Contract No.: Com. Agr. NMNM137576



NM State Land Office  
 Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
 STATE/FEDERAL/FEE  
 Revised Feb. 2013

ONLINE Version  
**COMMUNITIZATION AGREEMENT**

Contract No. NM 137570

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 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 W2W2 Section 9 and W2NW Section 16, T25S, R33E, N.M.P.M., Lea Co. New Mexico**

Containing 240.00 acres, more or less, and this agreement shall include only the **Wolfcamp**

Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons (hereinafter referred to as "communitized substances") producible from such formation

ONLINE version  
 February 2013

State Fed/Fee





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 April 19, 2017, 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 or can be produced from the communitized area in paying quantities; 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 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:

EOG Resources, Inc.


By: 

Name of person: Ezra Jacob  
 Type of authority: Vice President & General Manager 

Lessees of Record:

EOG Resources, Inc.

By: 

Name of person: Ezra Jacob  
 Type of authority: Vice President & General Manager 


R & R Royalty Ltd., a Texas limited partnership

By: Magnum O&G, Inc. General Partner of R&R Royalty  
 Royalty, Ltd.

Operating Rights Owner

Mickey Resources, LLC

By: 

Name of person: Avinash C. Ahuja  
 Type of authority: President 

By: 

Name of person: Avinash C. Ahuja  
 Type of authority: President

Energen Resources Corporation

By: 

Name of person: David W. Bolton  
 Type of authority: Vice-President, Land

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LEA COUNTY, NM  
KEITH HANES, COUNTY CLERK  
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Book 2126 Page 656  
7 of 12  
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BY KELLI WILLIAMS

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:

**EOG Resources, Inc.**

By: \_\_\_\_\_  
Name of person: Ezra Yacob  
Type of authority: Vice President & General Manager

Lessees of Record:

**EOG Resources, Inc.**

By: \_\_\_\_\_  
Name of person: Ezra Yacob  
Type of authority: Vice President & General Manager

**R & R Royalty Ltd., a Texas limited partnership**

**By: Magnum O&G, Inc. General Partner of R&R Royalty Royalty, Ltd.**

Operating Rights Owner

**Mickey Resources, LLC**

By: \_\_\_\_\_  
Name of person: Avinash C. Ahuja  
Type of authority: President

By: \_\_\_\_\_  
Name of person: Avinash C. Ahuja  
Type of authority: President

**Energen Resources Corporation**

By: \_\_\_\_\_  
Name of person: David W. Bolton  
Type of authority: Vice-President, Land

ONLINE version  
February 2013

State Fed Tax

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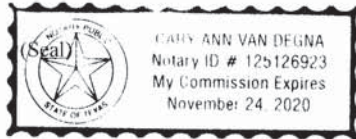
## Acknowledgment in a Representative Capacity

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

County of Midland \_\_\_\_\_ ) ss:

This instrument was acknowledged before me on May 11, 2017  
DATE

By Ezra Yacob, as Vice President and General Manager on behalf of EOG Resources, Inc., a Delaware corporation.



Cary Ann Van Degna  
 Signature of Notarial Officer

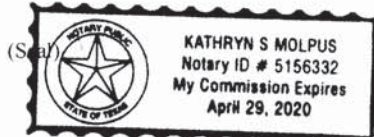
My commission expires: 11/24/2020

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

County of Nueces \_\_\_\_\_ ) ss:

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

By Avinash Ahuja, as President of Mickey Resources, LLC.



Kathryn S Molpus  
 Signature of Notarial Officer

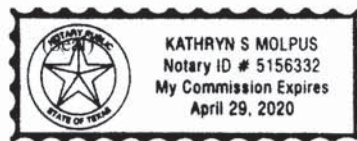
My commission expires: \_\_\_\_\_

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

County of Nueces \_\_\_\_\_ ) ss:

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

By Avinash Ahuja, as President of Magnum O&amp;G, Inc., General Partner of R &amp; R Royalty Ltd., on behalf of such limited partnership.



Kathryn S Molpus  
 Signature of Notarial Officer

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

1510 ... 6-20-2017

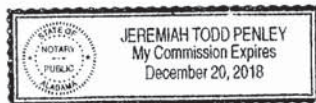
State of Alabama \_\_\_\_\_ )

County of Jefferson \_\_\_\_\_ ) ss)

This instrument was acknowledged before me on 7/10/2017  
DATE

By David W. Bolton, as Vice-President, Land on behalf of Energen Resources Corporation.

(Seal)



Jeremiah Todd Penley  
Signature of Notarial Officer

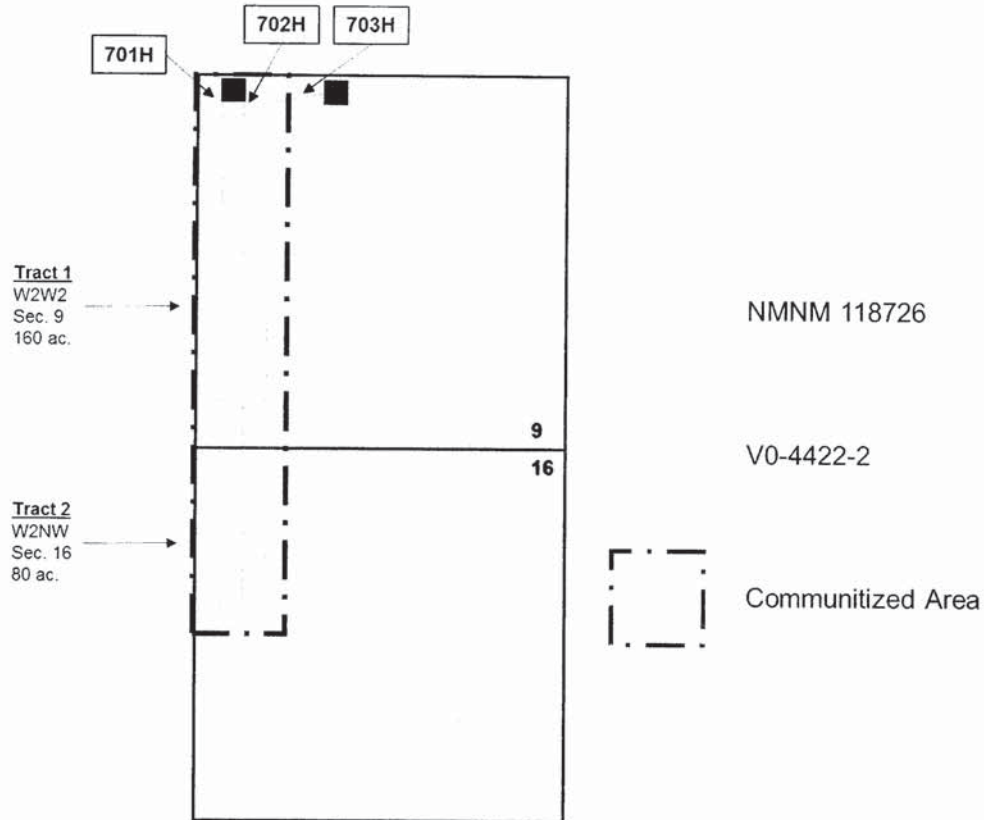
My commission expires: 12/20/2018



LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
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Book 2126 Page 656  
10 of 12  
12/18/2017 01:26 PM  
BY KELLI WILLIAMS

Exhibit A

To Communitization Agreement dated April 19, 2017 embracing the W2W2 Section 9  
and the W2NW Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



## Exhibit B

**Operator of Communitized Area: EOG Resources, Inc.**

TRACT NO 1

\*\* Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

TRACT NO 2

Lease Serial No.:	V0-4422-2
Lease Date:	August 1, 1994
Lease Term:	5 Years
Lessor:	State of New Mexico, acting y and through its Commissioner of Public Lands
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Description of Lands Committed:	Insofar and only insofar as said lease covers W2NW section 9 T25S, R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	80
Royalty Rate:	1/6
Name and Percent WI Owners:	EOG Resources, Inc. ....100%
Name and Percent ORRI Owners:	Pioneer Natural Resources USA, Inc. ....2.5%
	Energen Resources Corporation ....2.5%
	Magnum Hunter Production, Inc. ....3.3333%

LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
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12 of 12  
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BY KELLI WILLIAMS

**RECAPITULATION**

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	160.00	66.666667%
Tract No.2	<u>80.00</u>	<u>33.333333%</u>
Total	240.00	100.000000%

25:57 5-80-102

ONLINE version  
February 2013

State/Fed/Fee

BLM-NM56  
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3160-9 – COMMUNITIZATION

Model Form of a Federal Communitization Agreement

Contract No. NM NM 139983

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 portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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

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

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

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

Township 25 South, Range 33 East, N.M.P.M.

Section 9: W/2E/2

Section 16: W/2NE/4

Lea County, New Mexico

Containing 240.00 acres, being further described on Exhibit A attached hereto, and this agreement shall include only the **Wolfcamp** Formation(s) underlying said lands and the oil, natural gas, and associated liquid hydrocarbons, hereinafter 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 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 areas.



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 four 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, State or fee land included within the CA area are to be placed in an interest earning escrow or 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 considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.



9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **January 1, 2018** 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 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.
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.

Operator

EOG RESOURCES, INC. EB

By: Wendy Dalton  
 Its: Agent and Attorney in Fact  
 Date: September 21, 2018

LESSEES OF RECORD:

EOG RESOURCES, INC.

By: Wendy Dalton  
 Its: Agent and Attorney in Fact  
 Date: September 21, 2018

R&R ROYALTY LTD., A TEXAS  
 LIMITED PARTNERSHIP

By: MAGNUM O&G, INC. GENERAL  
 PARTNER OF R&R ROYALTY, LTD.

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

ENERGEN RESOURCES  
 CORPORATION

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

OPERATING RIGHTS OWNER

MICKY RESOURCES, LLC

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_



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.

**Operator**

**EOG RESOURCES, INC.**

By: Wendy Dalton  
Its: Agent and Attorney in Fact  
Date: \_\_\_\_\_

**LESSEES OF RECORD:**

**EOG RESOURCES, INC.**

**R&R ROYALTY LTD., A TEXAS  
LIMITED PARTNERSHIP**

**By: MAGNUM O&G, INC. GENERAL  
PARTNER OF R&R ROYALTY, LTD.**

By: Wendy Dalton  
Its: Agent and Attorney in Fact  
Date: \_\_\_\_\_

By: AVINASH C. AHUJA  
Its: 3-19-2019  
Date: AVINASH C. AHUJA  
President of Magnum O&G, Inc.  
General Partner of R&R Royalty, LTD.

**ENERGEN RESOURCES  
CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**OPERATING RIGHTS OWNER**

**MICKEY RESOURCES, LLC**

By: AVINASH C. AHUJA  
Its: PRESIDENT - AVINASH C. AHUJA  
Date: 3-19-2019

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.

Operator

**EOG RESOURCES, INC.**

By: Wendy Dalton  
Its: Agent and Attorney in Fact  
Date: \_\_\_\_\_

LESSEES OF RECORD:

**EOG RESOURCES, INC.**

**R&R ROYALTY LTD., A TEXAS  
LIMITED PARTNERSHIP**

**By: MAGNUM O&G, INC. GENERAL  
PARTNER OF R&R ROYALTY, LTD.**

By: Wendy Dalton  
Its: Agent and Attorney in Fact  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**ENERGEN RESOURCES  
CORPORATION**

By: Tom F. Hawkins  
Its: Executive Vice President – Land  
Date: \_\_\_\_\_

*Tom F. Hawkins*  
*222*  
*ASW*

**OPERATING RIGHTS OWNER**

**MICKEY RESOURCES, LLC**

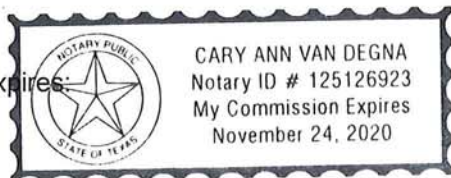
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                   §  
 COUNTY OF MIDLAND   §

This instrument was acknowledged before me on this 21<sup>st</sup> day of September, 2018, by Wendy Dalton, as its Agent and Attorney in Fact of **EOG Resources, Inc.**, a Delaware corporation, on behalf of said corporation.

My commission expires:



Cary Ann Van Degna  
 Notary Public for the State of Texas

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of **Magnum O&G, Inc., General Partner of R&R Royalty Ltd.**, on behalf of such limited partnership

My commission expires:

\_\_\_\_\_  
 Notary Public for the State of Texas

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of **Mickey Resources, LLC**, a \_\_\_\_\_ company, on behalf of said company.

My commission expires:

\_\_\_\_\_  
 Notary Public for the State of \_\_\_\_\_



## ACKNOWLEDGMENT

STATE OF TEXAS §  
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
 by Wendy Dalton, as its Agent and Attorney in Fact of **EOG Resources, Inc.**, a Delaware corporation, on  
 behalf of said corporation.

My commission expires:

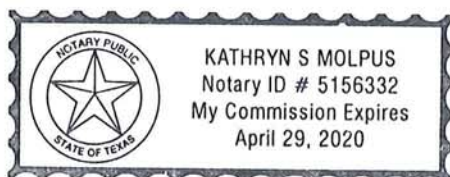
\_\_\_\_\_  
 Notary Public for the State of Texas

STATE OF TEXAS §  
 COUNTY OF NUECES §

This instrument was acknowledged before me on this 19<sup>th</sup> day of MARCH, 2018,  
 by AVINASH C. AHUJA, as PRESIDENT of **Magnum O&G, Inc.**, General Partner  
 of **R&R Royalty Ltd.**, on behalf of such limited partnership

My commission expires:

4-29-2020



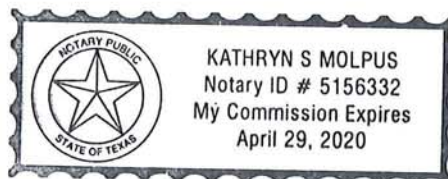
Kathryn S. Molpus  
 Notary Public for the State of Texas

STATE OF TEXAS §  
 COUNTY OF NUECES §

This instrument was acknowledged before me on this 19<sup>th</sup> day of MARCH, 2018,  
 by AVINASH C. AHUJA, as PRESIDENT of **Mickey Resources, LLC**, a  
LIMITED LIABILITY company, on behalf of said company.

My commission expires:

4-29-2020



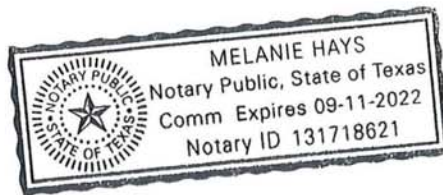
Kathryn S. Molpus  
 Notary Public for the State of TEXAS

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND   §

This instrument was acknowledged before me on this 12<sup>th</sup> day of April, 2019,  
by **Tom F. Hawkins**, as **Executive Vice President – Land** of **Energen Resources Corporation**, an  
Alabama Corporation, on behalf of said corporation.

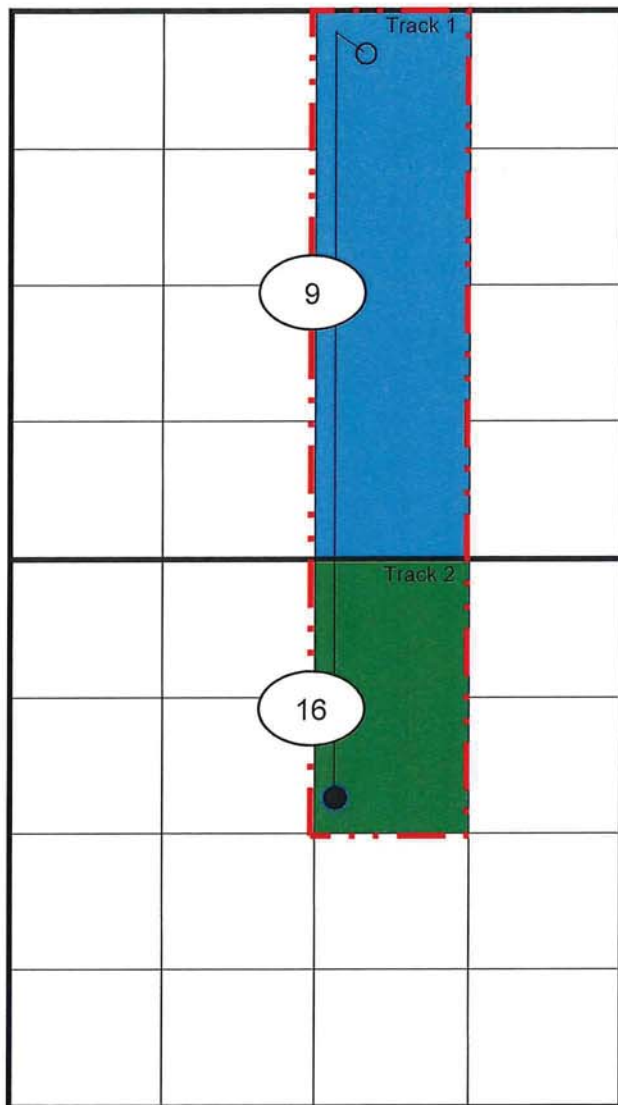
My commission expires: 9-11-2022

Melanie Hays  
Notary Public for the State of Texas



**Exhibit A**

Plat of communitized area dated January 1, 2018 covering W/2E/2 of Section 9 and W/2NE/4 of Section 16, Township 25 South, Range 33 East, N.M.P.M, Lea County, New Mexico, EOG Resources, Inc. Operator



Communitized Area

Tract 1: NMNM-118726

Tract 2: St NM VO-4422-2



Surface Hole Location #708H: 220' FNL & 1965' FEL Section 9-T25S-R33E



Bottom Hole Location #708H: 2410' FNL & 2577' FEL Section 16-T25S-R33E

**Exhibit B**

Attached to and made part of the Communitization Agreement dated January 1, 2018 covering W/2W/2 of Section 9 and W/2NE/4 of Section 16, Township 25 South, Range 33 East, N.M.P.M, Lea County, New Mexico, EOG Resources, Inc. Operator

Tract No.: 1  
 Serial No. of Lease: NMNM-118726  
 Lessor: Bureau of Land Management  
 Lessee of Record: EOG Resources, Inc. – 99%  
 R&R Royalty Ltd – 1%  
 Date of Lease: September 1, 2007  
 Description of Lands Committed: Township 25 South, Range 33 East, NMPM  
 Section 9: W2E2  
 Lea County, New Mexico  
 Number of Acres: 160.00  
 Royalty Rate: 12.5%  
 Name and Percent of WI Owners: EOG Resources, Inc. – 99%  
 Mickey Resources, LLC – 1%  
 Name and Percent of ORRI Owners: Avinash C. Ahuja, Trustee of the Ahuja Children 2012 Long Term Trust – 2.5% BPO/6.25% APO\*\*  
 Unified Assets, Ltd – 2.5% BPO/6.25% APO\*\*

\*\*Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil and Gas LLC and Mickey Resources, LLC.

Tract No.: 2  
 Serial No. of Lease: VO-4422-2  
 Lessor: State of New Mexico  
 Original Lessee: PG&E Resources Company  
 Present Lessee: Energen Resources Corporation  
 Date of Lease: August 1, 1994  
 Description of Lands Committed: Township 25 South, Range 33 East, NMPM  
 Section 16: W2NE  
 Lea County, New Mexico  
 Number of Acres: 80.00  
 Royalty Rate: 1/6  
 Name and Percent WI Owners: EOG Resources, Inc. – 100%  
 Name and Percent ORRI Owners: Pioneer Natural Resources USA, Inc. – 2.5%  
 Energen Resources Corporation – 2.5%  
 Magnum Hunter Production, Inc. – 3.3333%

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Attached to and made part of the Communitization Agreement dated January 1, 2018 covering W/2E/2 of Section 9 and W/2NE/4 of Section 16, Township 25 South, Range 33 East, N.M.P.M, Lea County, New Mexico, EOG Resources, Inc. Operator

RECAPITULATION

Tract Number	Number of Acres Committed	Percentage of Interest in the Communitized Area
1	160	66.666667%
2	80	33.333333%
<b>Total</b>	<b>240</b>	<b>100.00%</b>



Determination – Approval – Certification

Pursuant to the authority nested 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. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest. 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.
- B. Approve the attached Communitization Agreement covering W2E2 of sec. 9 and W2NE of sec. 16, T. 25 S., R. 33 E., NMPM, as to all producible hydrocarbons from the Wolfcamp formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

Approval also requires operator to submit copies of sundries or any other documentation regarding activity with this well to the Bureau of Land Management (BLM), Carlsbad Field Office pursuant to Item 9 of the approved Communitization Agreement.

- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved:

NOV 13 2019



James Glover  
Supervisory Geologist  
Branch of Reservoir Management  
Division of Minerals

Effective: January 1, 2018

Contract No: Com. Agr. NMNM 139983

**Please return recorded document:**

EOG Resources, Inc.  
Attention: Cary VanDegna  
5509 Champions Drive  
Midland, TX 79706

**RECORDER'S MEMORANDUM**

At the time of recording, this instrument  
was found to be partially illegible.  
All blackouts, creases, streaks and white-  
outs were present at recording.

LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
000050406  
Book 2159 Page 488  
14 of 14  
12/03/2019 10:07 AM  
BY MANDY MARTINEZ

BLM-NM56  
APR:18:2019 9:14:10  
RECEIVED

3160-9 – COMMUNITIZATION

Model Form of a Federal Communitization Agreement

Contract No. NM NM 139983

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 portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

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

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

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

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

Township 25 South, Range 33 East, N.M.P.M.

Section 9: W/2E/2

Section 16: W/2NE/4

Lea County, New Mexico

Containing 240.00 acres, being further described on Exhibit A attached hereto, and this agreement shall include only the **Wolfcamp** Formation(s) underlying said lands and the oil, natural gas, and associated liquid hydrocarbons, hereinafter 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 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 areas.



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 four 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, State or fee land included within the CA area are to be placed in an interest earning escrow or 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 considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.



9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **January 1, 2018** 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 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.
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.

**Operator**

EOG RESOURCES, INC. EB

By: Wendy Dalton  
 Its: Agent and Attorney in Fact  
 Date: September 21, 2018

**LESSEES OF RECORD:**

EOG RESOURCES, INC.

By: Wendy Dalton  
 Its: Agent and Attorney in Fact  
 Date: September 21, 2018

R&R ROYALTY LTD., A TEXAS  
 LIMITED PARTNERSHIP

By: MAGNUM O&G, INC. GENERAL  
 PARTNER OF R&R ROYALTY, LTD.

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

ENERGEN RESOURCES  
 CORPORATION

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

**OPERATING RIGHTS OWNER**

MICKY RESOURCES, LLC

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

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.

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**Operator**

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By: Wendy Dalton  
Its: Agent and Attorney in Fact  
Date: \_\_\_\_\_

**LESSEES OF RECORD:**

**EOG RESOURCES, INC.**

**R&R ROYALTY LTD., A TEXAS  
LIMITED PARTNERSHIP**

**By: MAGNUM O&G, INC. GENERAL  
PARTNER OF R&R ROYALTY, LTD.**

By: Wendy Dalton  
Its: Agent and Attorney in Fact  
Date: \_\_\_\_\_

By: AVINASH C. AHUJA  
Its: PRESIDENT - AVINASH C. AHUJA  
Date: 3-19-2019  
President of Magnum O&G, Inc.  
General Partner of R&R Royalty, LTD.

**ENERGEN RESOURCES  
CORPORATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**OPERATING RIGHTS OWNER**

**MICKEY RESOURCES, LLC**

By: AVINASH C. AHUJA  
Its: PRESIDENT - AVINASH C. AHUJA  
Date: 3-19-2019

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By: Wendy Dalton  
Its: Agent and Attorney in Fact  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**ENERGEN RESOURCES  
CORPORATION**

By: Tom F. Hawkins  
Its: Executive Vice President – Land  
Date: \_\_\_\_\_

*ken  
D.L.  
ASW*

**OPERATING RIGHTS OWNER**

**MICKEY RESOURCES, LLC**

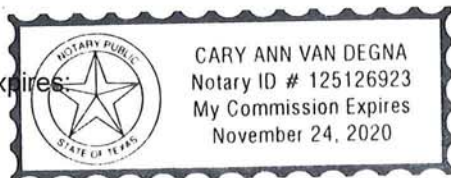
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF TEXAS §  
 COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 21<sup>st</sup> day of September, 2018, by Wendy Dalton, as its Agent and Attorney in Fact of **EOG Resources, Inc.**, a Delaware corporation, on behalf of said corporation.

My commission expires:



Cary Ann Van Degna  
 Notary Public for the State of Texas

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of **Magnum O&G, Inc., General Partner of R&R Royalty Ltd.**, on behalf of such limited partnership

My commission expires:

\_\_\_\_\_  
 Notary Public for the State of Texas

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of **Mickey Resources, LLC**, a \_\_\_\_\_ company, on behalf of said company.

My commission expires:

\_\_\_\_\_  
 Notary Public for the State of \_\_\_\_\_



## ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
 COUNTY OF MIDLAND   §

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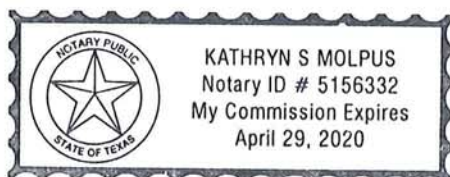
\_\_\_\_\_  
 Notary Public for the State of Texas

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                                  §  
 COUNTY OF NUECES   §

This instrument was acknowledged before me on this 19<sup>th</sup> day of MARCH, 2018,  
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 of **R&R Royalty Ltd.**, on behalf of such limited partnership

My commission expires:

4-29-2020



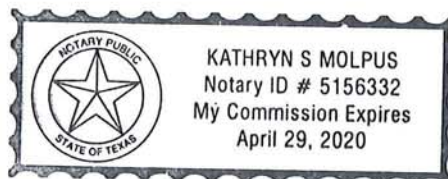
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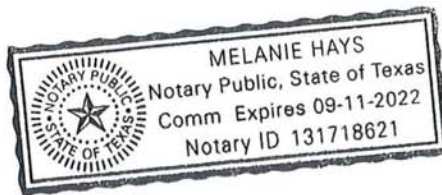


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                                  §  
COUNTY OF MIDLAND   §

This instrument was acknowledged before me on this 12<sup>th</sup> day of April, 2019,  
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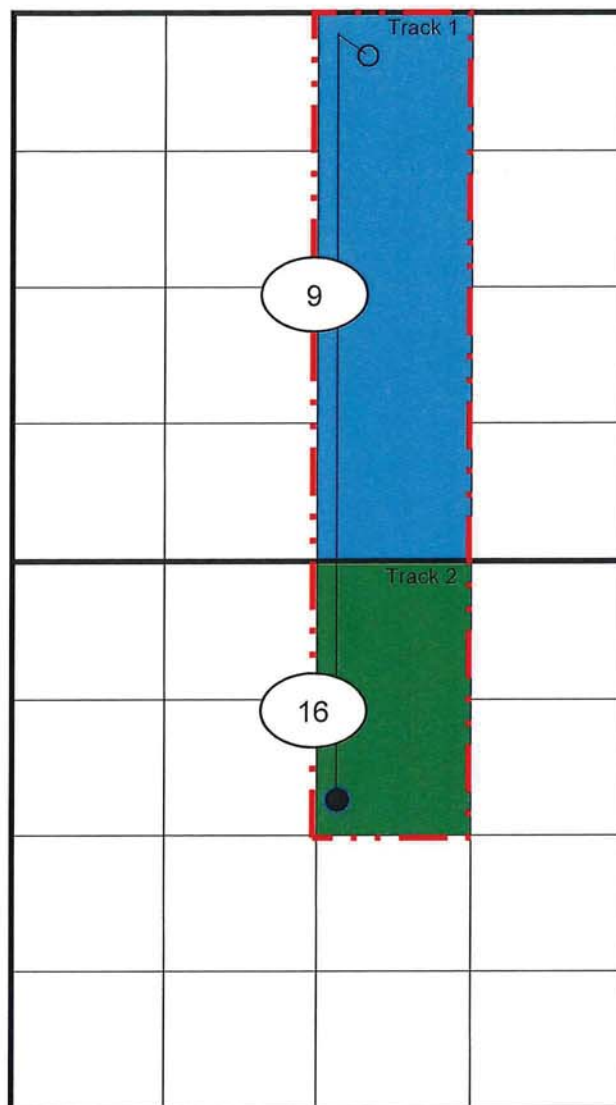
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Notary Public for the State of Texas



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Operator



Communitized Area

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Tract 2: St NM VO-4422-2



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\*\*Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil and Gas LLC and Mickey Resources, LLC.

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 Present Lessee: Energen Resources Corporation  
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Tract Number	Number of Acres Committed	Percentage of Interest in the Communitized Area
1	160	66.666667%
2	80	33.333333%
<b>Total</b>	<b>240</b>	<b>100.00%</b>



Determination – Approval – Certification

Pursuant to the authority nested 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. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement 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 that consummation and approval of the agreement will be in the public interest. 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.
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Approved:

NOV 13 2019



James Glover  
Supervisory Geologist  
Branch of Reservoir Management  
Division of Minerals

Effective: January 1, 2018

Contract No: Com. Agr. NMNM 139983



**Please return recorded document:**

EOG Resources, Inc.  
Attention: Cary VanDegna  
5509 Champions Drive  
Midland, TX 79706

**RECORDER'S MEMORANDUM**

At the time of recording, this instrument  
was found to be partially illegible.  
All blackouts, creases, streaks and white-  
outs were present at recording.

LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
000050406  
Book 2159 Page 488  
14 of 14  
12/03/2019 10:07 AM  
BY MANDY MARTINEZ

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised Feb. 2013

ONLINE Version  
COMMUNITIZATION AGREEMENT

Contract No. \_\_\_\_\_

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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 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 E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

Containing 240.00 acres, more or less, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons (hereinafter referred to as "communitized substances") producible from such formation

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



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 May 31, 2019, 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 or can be produced from the communitized area in paying quantities; 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 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



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.

Lessee of Record: EOG Resources, Inc.

Lease #: USA NMNM-118726

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

Wendy Dalton  
Printed name of person

Agent and Attorney-In-Fact  
Type of authority

4

**Acknowledgment in a Representative Capacity**

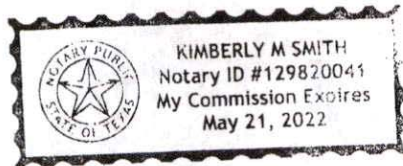
State of Texas \_\_\_\_\_)

County of Midland \_\_\_\_\_) ss)

This instrument was acknowledged before me on 2/12/2020  
DATE

By Wendy Dalton, as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

Kimberly M. Smith  
Signature of Notarial OfficerMy commission expires: May 21, 2022

Lessee of Record: **R & R Royalty LTD., A Texas  
Limited Partnership By: Magnum  
O&G, Inc. General Partner of R&R  
Royalty, LTD.**

Lease #: USA NMNM-118726

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

\_\_\_\_\_  
Printed name of person

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

**Acknowledgment in a Representative Capacity**

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

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

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

By \_\_\_\_\_, as \_\_\_\_\_ on behalf of

\_\_\_\_\_, a \_\_\_\_\_,

on behalf of said corporation.

(Seal)

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

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

Lessee of Record: Energen Resources Corporation

Lease #: ST NM V0-4422-2

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

\_\_\_\_\_  
Printed name of person

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

**Acknowledgment in a Representative Capacity**

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

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

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

By \_\_\_\_\_, as \_\_\_\_\_ on behalf of Energen Resources  
Corporation, a \_\_\_\_\_, on behalf of said corporation.

(Seal)

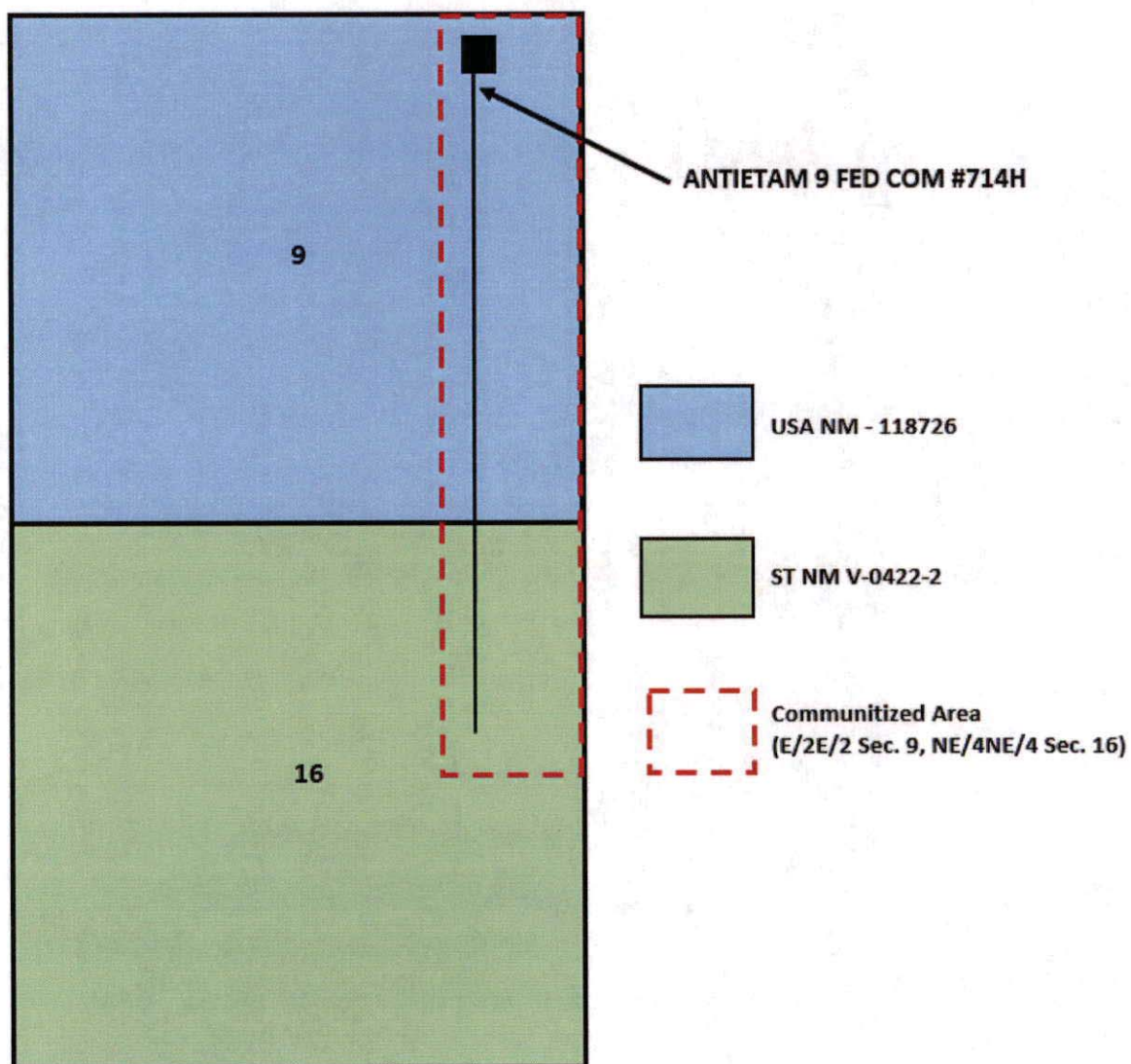
\_\_\_\_\_  
Signature of Notarial Officer

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



**Exhibit A**

To Communitization Agreement dated May 31, 2019, embracing the E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



**Exhibit B**

To Communitization Agreement dated May 31, 2019, embracing the E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

**Operator of Communitized Area: EOG Resources, Inc.****TRACT NO 1**

Lease Serial No.: USA NMNM-118726  
 Lease Date: September 1, 2007  
 Lease Term: 10 years  
 Lessor: United States Department of the Interior Bureau of Land Management  
 Original Lessee: R&R Royalty, Ltd.  
 Present Lessee: EOG Resources, Inc.  
 Description of Lands Committed: Insofar and only insofar as said lease covers All of Section 9, T25S-R33E, N.M.P.M. Lea County, New Mexico  
 Number of Acres: 160  
 Royalty Rate: 12.5%  
 Name and Percent WI Owners: EOG Resources, Inc. ....99.00%  
 Mickey Resources, LLC.....1.00%  
 Name and Percent ORRI Owners: n/a

**TRACT NO 2**

Lease Serial No.: ST NM V0-4422-2  
 Lease Date: August 1, 1994  
 Lease Term: 5 Years  
 Lessor: State of New Mexico  
 Original Lessee: PG&E Resources Company  
 Present Lessee: Energen Resources Corporation  
 Description of Lands Committed: Insofar and only insofar as said lease covers All of Section 16, T25S-R33E, N.M.P.M. Lea County, New Mexico  
 Number of Acres: 80  
 Royalty Rate: 3/16<sup>th</sup>  
 Name and Percent WI Owners: EOG Resources, Inc. ....100%  
 Name and Percent ORRI Owners: Energen Resources Corporation.....2.50%  
 Magnum Hunter Production, Inc..... 3.33%

**RECAPITULATION**

Tract numbers	Number of Acres Committed	Percentage of Interest in Communitized Area
Tract No.1	160.00	66.66666667%
Tract No.2	80.00	33.33333333%
Total	240.00	100.000000%

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the **1st** day of **August, 2020**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

**Township 25 South, Range 33 East, Lea County New Mexico**

Section 9: W/2W/2

Section 16: W/2NW/4

Containing **240.00 acres**, more or less, and this agreement shall include only the **Bone Spring** Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

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

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "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 **EOG Resources, Inc., 5509 Champions Drive, Midland, TX 79706**. 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 owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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 shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.



7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **August 1, 2020**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the

- grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
  13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
  14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
  15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

\_\_\_\_\_  
Operator/Working Interest Owner

\_\_\_\_\_  
Date

By: Wendy Dalton as Agent & Attorney-In-Fact  
Operator/Attorney-in-Fact

## ACKNOWLEDGEMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of Texas, personally appeared Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

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

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., Operator of this Communitization Agreement, that all working interest owners (i.e., 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.

**OPERATOR/WORKING INTEREST  
OWNER/RECORD TITLE OWNER**

EOG Resources, Inc.

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Wendy Dalton  
Title: Agent & Attorney-In-Fact

**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of Texas, personally appeared, Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public



R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of R & R Royalty LTD, a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

---

Notary Public

**RECORD TITLE OWNER**

Energen Resources Corporation

\_\_\_\_\_  
Date

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

Name: \_\_\_\_\_

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

**ACKNOWLEDGEMENT**

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

) ss.

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Energen Resources Corporation, a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

## Mickey Resources, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

(SEAL)

\_\_\_\_\_  
Notary Public

Unified Assets, Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Unified Assets, Ltd., a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

## My Commission Expires

---

Notary Public



**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING  
INTEREST**

COMMUNITIZATION AGREEMENT: \_\_\_\_\_

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: \_\_\_\_\_ (signature of officer)

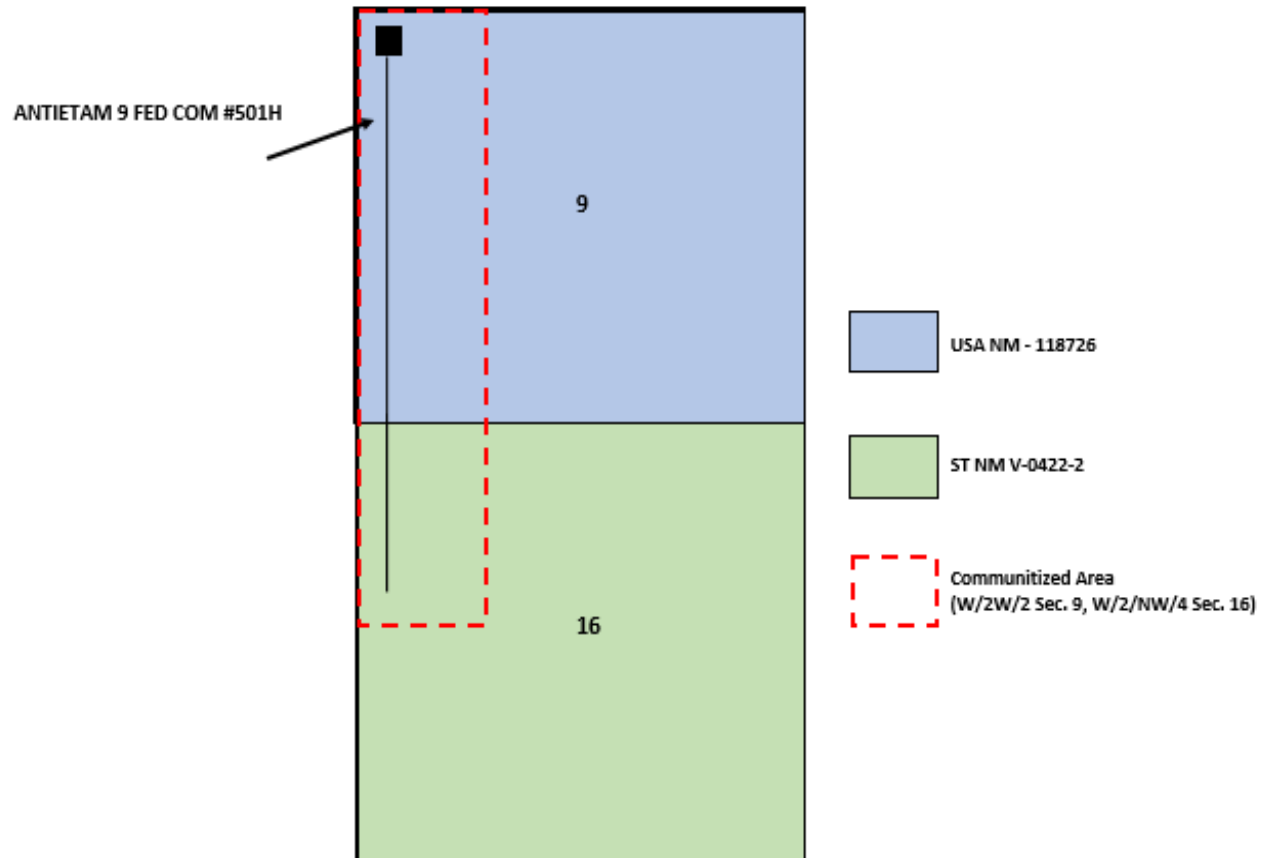
Printed: Wendy Dalton

TITLE: Agent & Attorney-In-Fact

Phone number: (432) 686-3600

### Exhibit A

To Communitization Agreement dated August 1, 2020 embracing the W/2W/2 Section 9 and W/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



**Exhibit B**

To Communitization Agreement dated August 1, 2020 embracing the W/2W/2 Section 9 and W/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

**Operator of Communitized Area: EOG Resources, Inc.****TRACT NO 1**

Lease Serial No.:	USA NMNM-118726
Lease Date:	September 1, 2007
Lease Term:	10 years
Lessor:	United States Department of the Interior Bureau of Land Management
Original Lessee:	R&R Royalty, Ltd.
Present Lessee:	EOG Resources, Inc.
Description of Lands Committed:	Insofar and only insofar as said lease covers W/2W/2 of Section 9, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	12.5%
Name and Percent WI Owners:	EOG Resources, Inc. ....99.000000%** Mickey Resources, LLC.....0.500000%** Unified Assets, Ltd.....0.500000%**
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children 2012 Long Term Trust.....2.5%BPO/6.5%APO** Unified Assets, Ltd.....2.5%BPO/6.5%APO**

\*\*Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

**TRACT NO 2**

Lease Serial No.:	ST NM V0-4422-2
Lease Date:	August 1, 1994
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Description of Lands Committed:	Insofar and only insofar as said lease covers W/2NW/4 of Section 16, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	80
Royalty Rate:	1/6 <sup>th</sup>
Name and Percent WI Owners:	EOG Resources, Inc. ....100.00%
Name and Percent ORRI Owners:	Energen Resources Corporation.....2.50% Pioneer Natural Resources USA, Inc.....2.50% Magnum Hunter Production, Inc..... 3.33%

**RECAPITULATION**

<b>Tract numbers</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No.1	160.00	66.66666667%
<u>Tract No.2</u>	<u>80.00</u>	<u>33.33333333%</u>
Total	240.00	100.000000%



## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the **1st** day of **August, 2020**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

**Township 25 South, Range 33 East, Lea County New Mexico**

Section 9: E/2W/2

Section 16: E/2NW/4

Containing **240.00 acres**, more or less, and this agreement shall include only the **Bone Spring** Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

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

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "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 **EOG Resources, Inc., 5509 Champions Drive, Midland, TX 79706**. 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 owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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 shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **August 1, 2020**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the

- grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
  13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
  14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
  15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

---

Operator/Working Interest Owner

By: Wendy Dalton as Agent & Attorney-In-Fact  
Operator/Attorney-in-Fact

---

Date

## ACKNOWLEDGEMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of Texas, personally appeared Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public



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

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., Operator of this Communitization Agreement, that all working interest owners (i.e., 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.

**OPERATOR/WORKING INTEREST  
OWNER/RECORD TITLE OWNER**

EOG Resources, Inc.

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Wendy Dalton  
Title: Agent & Attorney-In-Fact

**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of Texas, personally appeared, Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**RECORD TITLE OWNER**

R & R Royalty LTD., A Texas Limited  
Partnership By: Magnum O&G, Inc. General  
Partner of R&R Royalty, LTD.

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)  
\_\_\_\_\_) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of  
\_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the  
\_\_\_\_\_ of R & R Royalty LTD, a  
\_\_\_\_\_ corporation, the corporation that executed the  
foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

**RECORD TITLE OWNER**

Energen Resources Corporation

\_\_\_\_\_  
Date

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

Name: \_\_\_\_\_

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

**ACKNOWLEDGEMENT**

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

) ss.

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Energen Resources Corporation, a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

## Mickey Resources, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

(SEAL)

Notary Public

Unified Assets, Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Unified Assets, Ltd., a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

## My Commission Expires

---

Notary Public



**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING  
INTEREST**

COMMUNITIZATION AGREEMENT: \_\_\_\_\_

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: \_\_\_\_\_ (signature of officer)

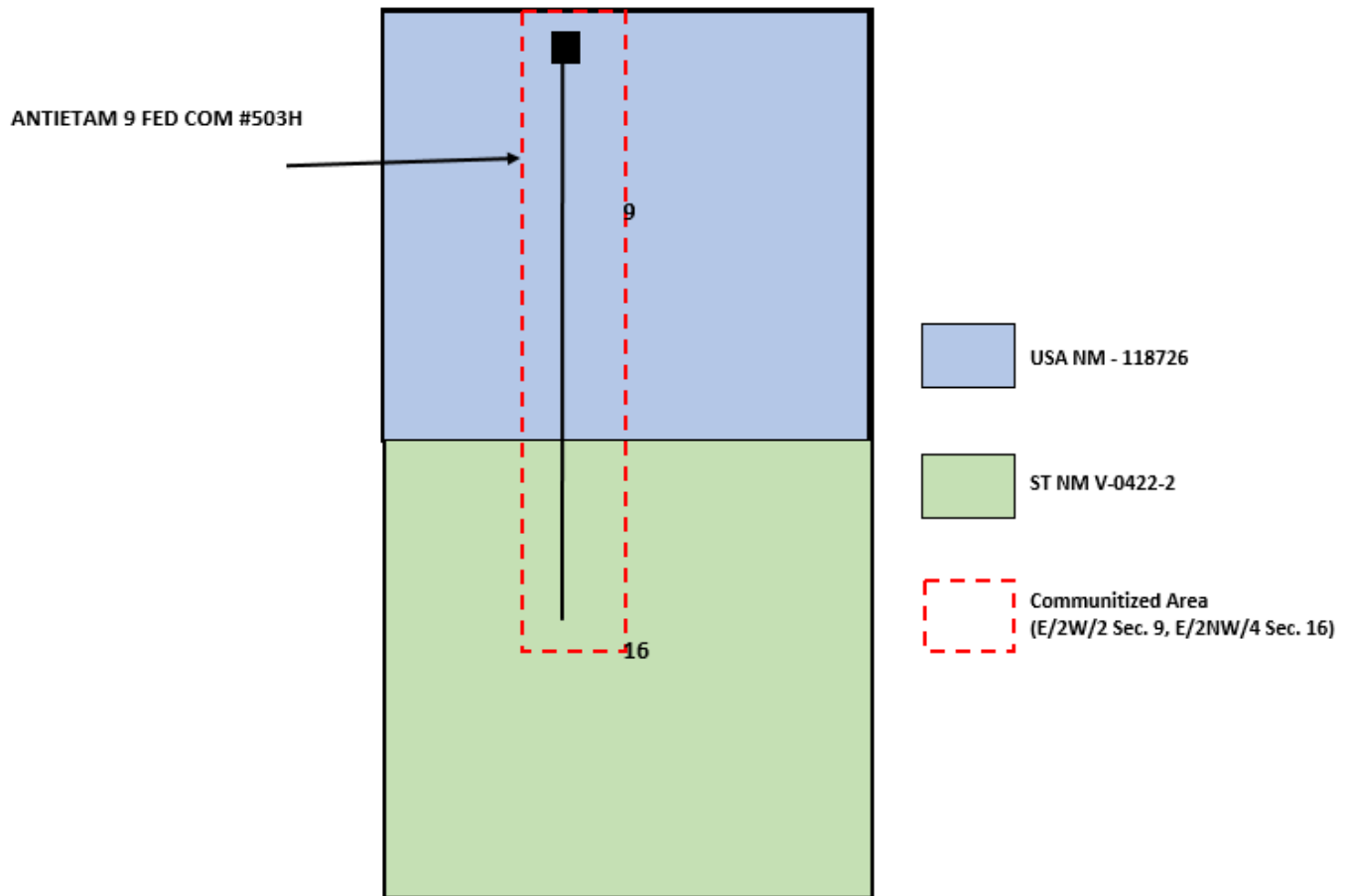
Printed: Wendy Dalton

TITLE: Agent & Attorney-In-Fact

Phone number: (432) 686-3600

### Exhibit A

To Communitization Agreement dated August 1, 2020 embracing the E/2W/2 Section 9 and E/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



**Exhibit B**

To Communitization Agreement dated August 1, 2020 embracing the E/2W/2 Section 9 and E/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

**Operator of Communitized Area: EOG Resources, Inc.****TRACT NO 1**

Lease Serial No.:	USA NMNM-118726
Lease Date:	September 1, 2007
Lease Term:	10 years
Lessor:	United States Department of the Interior Bureau of Land Management
Original Lessee:	R&R Royalty, Ltd.
Present Lessee:	EOG Resources, Inc.
Description of Lands Committed:	Insofar and only insofar as said lease covers E/2W/2 of Section 9, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	12.5%
Name and Percent WI Owners:	EOG Resources, Inc. ....99.000000%** Mickey Resources, LLC.....0.500000%** Unified Assets, Ltd.....0.500000%**
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children 2012 Long Term Trust.....2.5%BPO/6.5% APO** Unified Assets, Ltd.....2.5%BPO/6.5% APO**

\*\*Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

**TRACT NO 2**

Lease Serial No.:	ST NM V0-4422-2
Lease Date:	August 1, 1994
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Description of Lands Committed:	Insofar and only insofar as said lease covers E/2NW/4 of Section 16, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	80
Royalty Rate:	1/6 <sup>th</sup>
Name and Percent WI Owners:	EOG Resources, Inc. ....100.00%
Name and Percent ORRI Owners:	Energen Resources Corporation.....2.50% Pioneer Natural Resources USA, Inc.....2.50% Magnum Hunter Production, Inc..... 3.33%

**RECAPITULATION**

<b>Tract numbers</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No.1	160.00	66.66666667%
<u>Tract No.2</u>	<u>80.00</u>	<u>33.33333333%</u>
Total	240.00	100.000000%

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the **1st** day of **August, 2020**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

**Township 25 South, Range 33 East, Lea County New Mexico**

Section 9: W/2E/2

Section 16: W/2NE/4

Containing **240.00 acres**, more or less, and this agreement shall include only the **Bone Spring** Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

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



2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "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 **EOG Resources, Inc., 5509 Champions Drive, Midland, TX 79706**. 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 owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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 shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **August 1, 2020**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the

- grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
  13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
  14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
  15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

\_\_\_\_\_  
Operator/Working Interest Owner

\_\_\_\_\_  
Date

By: Wendy Dalton as Agent & Attorney-In-Fact  
Operator/Attorney-in-Fact

## ACKNOWLEDGEMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of Texas, personally appeared Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

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

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., Operator of this Communitization Agreement, that all working interest owners (i.e., 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.

**OPERATOR/WORKING INTEREST  
OWNER/RECORD TITLE OWNER**

EOG Resources, Inc.

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Wendy Dalton  
Title: Agent & Attorney-In-Fact

**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of Texas, personally appeared, Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public



R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of R & R Royalty LTD, a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

My Commission Expires

---

Notary Public

**RECORD TITLE OWNER**

Energen Resources Corporation

\_\_\_\_\_  
Date

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

Name: \_\_\_\_\_

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

**ACKNOWLEDGEMENT**

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

) ss.

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Energen Resources Corporation, a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

## Mickey Resources, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Mickey Resources, LLC, a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

## My Commission Expires

---

Notary Public

Unified Assets, Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Unified Assets, Ltd., a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

## My Commission Expires

Notary Public

**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING  
INTEREST**

COMMUNITIZATION AGREEMENT: \_\_\_\_\_

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: \_\_\_\_\_ (signature of officer)

Printed: Wendy Dalton

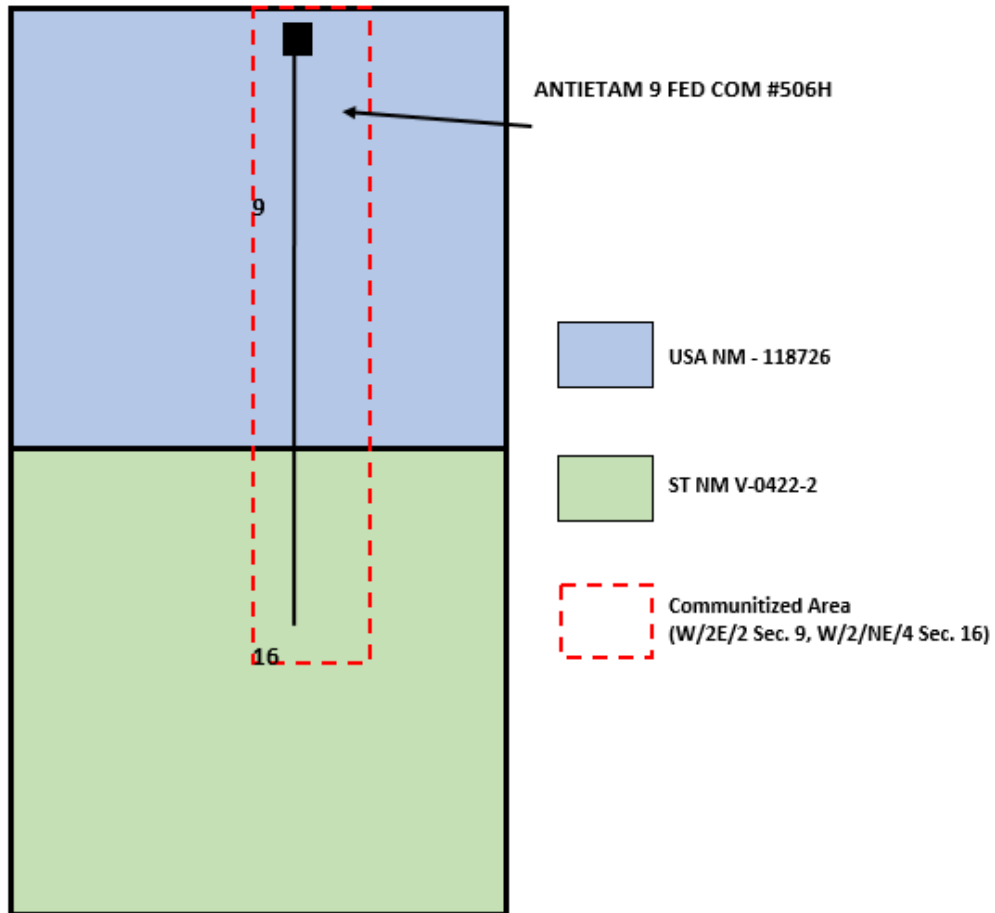
TITLE: Agent & Attorney-In-Fact

Phone number: (432) 686-3600



**Exhibit A**

To Communitization Agreement dated August 1, 2020 embracing the W/2E/2 Section 9 and W/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



**Exhibit B**

To Communitization Agreement dated August 1, 2020 embracing the W/2E/2 Section 9 and W/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

**Operator of Communitized Area: EOG Resources, Inc.****TRACT NO 1**

Lease Serial No.:	USA NMNM-118726
Lease Date:	September 1, 2007
Lease Term:	10 years
Lessor:	United States Department of the Interior Bureau of Land Management
Original Lessee:	R&R Royalty, Ltd.
Present Lessee:	EOG Resources, Inc.
Description of Lands Committed:	Insofar and only insofar as said lease covers W/2E/2 of Section 9, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	12.5%
Name and Percent WI Owners:	EOG Resources, Inc. ....99.000000% ** Mickey Resources, LLC.....0.500000% ** Unified Assets, Ltd.....0.500000% **
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children 2012 Long Term Trust.....2.5%BPO/6.5%APO** Unified Assets, Ltd.....2.5%BPO/6.5%APO**

\*\*Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

**TRACT NO 2**

Lease Serial No.:	ST NM V0-4422-2
Lease Date:	August 1, 1994
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Description of Lands Committed:	Insofar and only insofar as said lease covers W/2NE/4 of Section 16, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	80
Royalty Rate:	1/6 <sup>th</sup>
Name and Percent WI Owners:	EOG Resources, Inc. ....100.00%
Name and Percent ORRI Owners:	Energen Resources Corporation.....2.50% Pioneer Natural Resources USA, Inc.....2.50% Magnum Hunter Production, Inc..... 3.33%

**RECAPITULATION**

<b>Tract numbers</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No.1	160.00	66.66666667%
<u>Tract No.2</u>	<u>80.00</u>	<u>33.33333333%</u>
Total	240.00	100.000000%

## Federal Communitization Agreement

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the **1st** day of **August, 2020**, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

**Township 25 South, Range 33 East, Lea County New Mexico**

Section 9: E/2E/2

Section 16: E/2NE/4

Containing **240.00 acres**, more or less, and this agreement shall include only the **Bone Spring** Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

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

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "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 **EOG Resources, Inc., 5509 Champions Drive, Midland, TX 79706**. 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 owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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 shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.



7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is **August 1, 2020**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the

- grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
  13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
  14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
  15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

\_\_\_\_\_  
Operator/Working Interest Owner

\_\_\_\_\_  
Date

By: Wendy Dalton as Agent & Attorney-In-Fact  
Operator/Attorney-in-Fact

## ACKNOWLEDGEMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of Texas, personally appeared Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

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

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., Operator of this Communitization Agreement, that all working interest owners (i.e., 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.

**OPERATOR/WORKING INTEREST  
OWNER/RECORD TITLE OWNER**

EOG Resources, Inc.

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Wendy Dalton  
Title: Agent & Attorney-In-Fact

**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 ) ss.  
COUNTY OF MIDLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of Texas, personally appeared, Wendy Dalton, known to me to be the Agent & Attorney-In-Fact of EOG Resources, Inc., a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of R & R Royalty LTD, a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

My Commission Expires

Notary Public



**RECORD TITLE OWNER**

Energen Resources Corporation

\_\_\_\_\_  
Date

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

Name: \_\_\_\_\_

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

**ACKNOWLEDGEMENT**

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

) ss.

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Energen Resources Corporation, a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

## Mickey Resources, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Mickey Resources, LLC, a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

## My Commission Expires

\_\_\_\_\_  
Notary Public

Unified Assets, Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Unified Assets, Ltd., a \_\_\_\_\_ corporation, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

## My Commission Expires

\_\_\_\_\_  
Notary Public

**SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING  
INTEREST**

COMMUNITIZATION AGREEMENT: \_\_\_\_\_

I, the undersigned, hereby certify, on behalf of EOG Resources, Inc., the Operator under the captioned Communitization Agreement, that all working interest owners shown on Exhibit "B" attached to the Communitization Agreement are, to the best of my knowledge, the true and correct owners of the leases committed to the Communitization Agreement, and the consents of the requisite working interest owners have been obtained.

I, further certify that the Communitization Agreement follows the standard form except for Sections 1 and 10.

NAME: \_\_\_\_\_ (signature of officer)

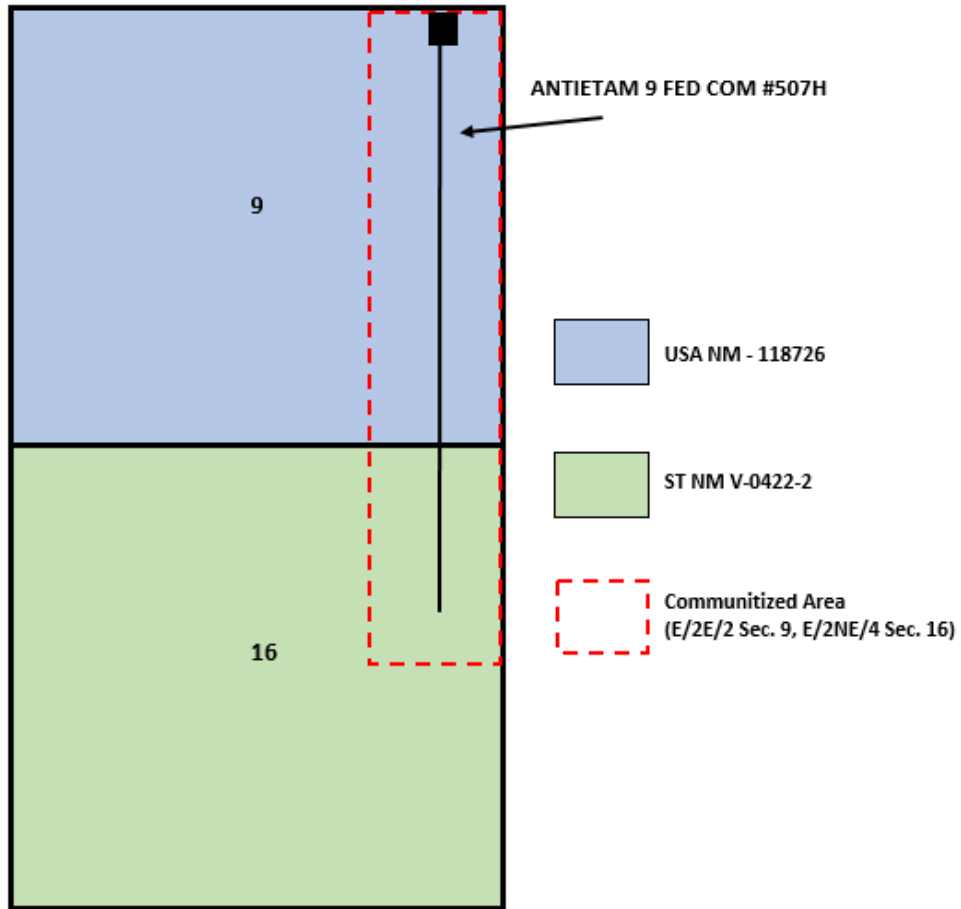
Printed: Wendy Dalton

TITLE: Agent & Attorney-In-Fact

Phone number: (432) 686-3600

### Exhibit A

To Communitization Agreement dated August 1, 2020 embracing the E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico





**Exhibit B**

To Communitization Agreement dated August 1, 2020 embracing the E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

**Operator of Communitized Area: EOG Resources, Inc.****TRACT NO 1**

Lease Serial No.:	USA NMNM-118726
Lease Date:	September 1, 2007
Lease Term:	10 years
Lessor:	United States Department of the Interior Bureau of Land Management
Original Lessee:	R&R Royalty, Ltd.
Present Lessee:	EOG Resources, Inc.
Description of Lands Committed:	Insofar and only insofar as said lease covers E/2E/2 of Section 9, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	12.5%
Name and Percent WI Owners:	EOG Resources, Inc. ....99.000000%** Mickey Resources, LLC.....0.500000%** Unified Assets, Ltd.....0.500000%**
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children 2012 Long Term Trust.....2.5%BPO/6.5%APO** Unified Assets, Ltd.....2.5%BPO/6.5%APO**

\*\*Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

**TRACT NO 2**

Lease Serial No.:	ST NM V0-4422-2
Lease Date:	August 1, 1994
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Description of Lands Committed:	Insofar and only insofar as said lease covers E/2NE/4 of Section 16, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	80
Royalty Rate:	1/6 <sup>th</sup>
Name and Percent WI Owners:	EOG Resources, Inc. ....100.00%
Name and Percent ORRI Owners:	Energen Resources Corporation.....2.50% Pioneer Natural Resources USA, Inc.....2.50% Magnum Hunter Production, Inc..... 3.33%

**RECAPITULATION**

<b>Tract numbers</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No.1	160.00	66.66666667%
<u>Tract No.2</u>	<u>80.00</u>	<u>33.33333333%</u>
Total	240.00	100.000000%

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised Feb. 2013

ONLINE Version  
COMMUNITIZATION AGREEMENT

Contract No. \_\_\_\_\_

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 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 Section 9 and W/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

Containing 240.00 acres, more or less, and this agreement shall include only the Bone Spring

Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

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

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

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 August 1, 2020, 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 or can be produced from the communitized area in paying quantities; 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 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>EOG Resources, Inc.</u>	Lesse of Record:	<u>EOG Resources, Inc.</u>
By:	<u>Wendy Dalton</u> <small>Printed name of person</small>	Lease #:	<u>USA NMNM-118726</u>
	<u>Wendy Dalton Agent and Attorney-In-Fact</u> <small>Printed name of person Type of authority</small>	By:	<u>Wendy Dalton</u> <small>Printed name of person</small>
	<u>Agent and Attorney-In-Fact</u> <small>Type of authority</small>		<u>Wendy Dalton Agent and Attorney-In-Fact</u> <small>Printed name of person Type of authority</small>
			<u>Agent and Attorney-In-Fact</u> <small>Type of authority</small>

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Acknowledgments are on following page.



**Acknowledgment in a Representative Capacity**

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

County of Midland \_\_\_\_\_) ss)

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

By Wendy Dalton, as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

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

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

Lessee of Record: **R & R Royalty LTD., A Texas  
Limited Partnership By: Magnum  
O&G, Inc. General Partner of R&R  
Royalty, LTD.**

Lease #: USA NMNM-118726

By: \_\_\_\_\_  
Printed name of person  
**Agent and Attorney-In-Fact**  
Printed name of person Type of authority  
\_\_\_\_\_  
Type of authority

**Acknowledgment in a Representative Capacity**

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

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

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

By \_\_\_\_\_, as \_\_\_\_\_ on behalf of  
\_\_\_\_\_, a \_\_\_\_\_,  
on behalf of said corporation.

(Seal)

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

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

Lessee of Record: Energen Resources Corporation

Lease #: ST NM V0-4422-2

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

Printed name of person

**Agent and Attorney-In-Fact**

Printed name of person Type of authority

Type of authority

**Acknowledgment in a Representative Capacity**

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

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

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

By \_\_\_\_\_, as \_\_\_\_\_ on behalf of Energen Resources Corporation, a \_\_\_\_\_, on behalf of said corporation.

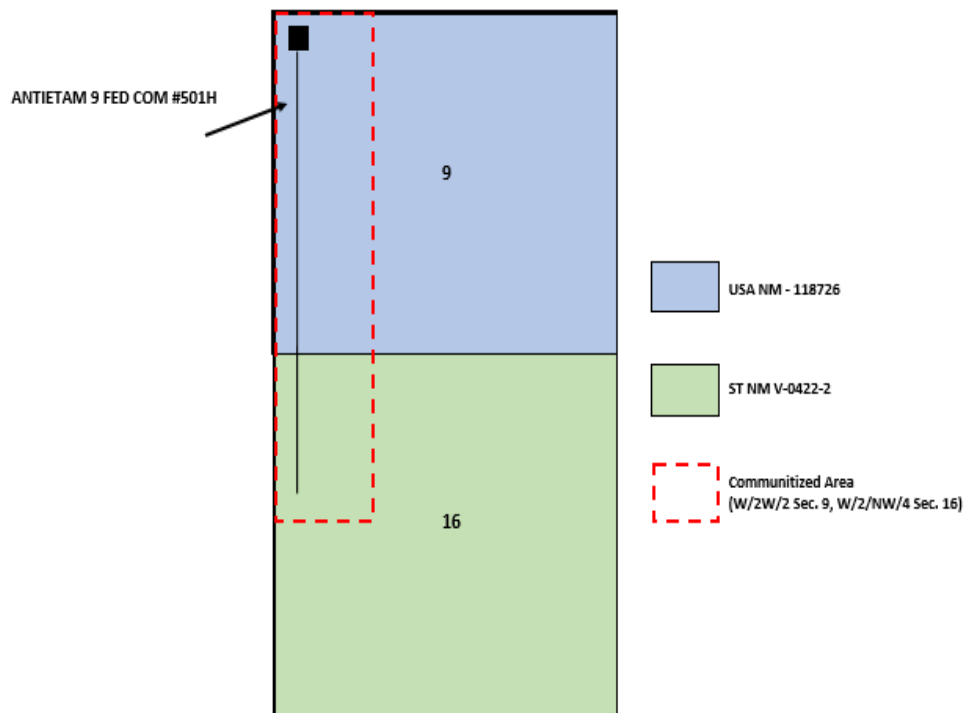
(Seal)

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

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

**Exhibit A**

To Communitization Agreement dated August 1, 2020, embracing the W/2W/2 Section 9 and W/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico



**Exhibit B**

To Communitization Agreement dated August 1, 2020, embracing the W/2W/2 Section 9 and  
W/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

**Operator of Communitized Area: EOG Resources, Inc.****TRACT NO 1**

Lease Serial No.:	USA NMNM-118726
Lease Date:	September 1, 2007
Lease Term:	10 years
Lessor:	United States Department of the Interior Bureau of Land Management
Original Lessee:	R&R Royalty, Ltd.
Present Lessee:	EOG Resources, Inc.
Description of Lands Committed:	Insofar and only insofar as said lease covers All of Section 9, T25S- R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	12.5%
Name and Percent WI Owners:	EOG Resources, Inc. ....99.000000%** Mickey Resources, LLC.....0.500000%** Unified Assets, Ltd.....0.500000%**
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children 2012 Long Term Trust.....2.5%BPO/6.5%APO** Unified Assets, Ltd.....2.5%BPO/6.5%APO**

\*\*Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

**TRACT NO 2**

Lease Serial No.:	ST NM V0-4422-2
Lease Date:	August 1, 1994
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Description of Lands Committed:	Insofar and only insofar as said lease covers All of Section 16, T25S- R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	80
Royalty Rate:	1/6 <sup>th</sup>
Name and Percent WI Owners:	EOG Resources, Inc. ....100.00%
Name and Percent ORRI Owners:	Energen Resources Corporation.....2.50% Pioneer Natural Resources USA, Inc.....2.50% Magnum Hunter Production, Inc..... 3.33%

**RECAPITULATION**

<b>Tract numbers</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No.1	160.00	66.66666667%
Tract No.2	80.00	33.33333333%
Total	240.00	100.000000%

0

ONLINE version  
February 2013

State/Fed/Fee

1



NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised Feb. 2013

ONLINE Version  
COMMUNITIZATION AGREEMENT

Contract No. \_\_\_\_\_

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 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 E/2W/2 Section 9 and E/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

Containing 240.00 acres, more or less, and this agreement shall include only the Bone Spring

Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

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

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February 2013

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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 August 1, 2020, 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 or can be produced from the communitized area in paying quantities; 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 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>EOG Resources, Inc.</u>	Lesse of Record:	<u>EOG Resources, Inc.</u>
By:	<u>Wendy Dalton</u> <small>Printed name of person</small>	Lease #:	<u>USA NMNM-118726</u>
	<u>Wendy Dalton Agent and Attorney-In-Fact</u> <small>Printed name of person Type of authority</small>	By:	<u>Wendy Dalton</u> <small>Printed name of person</small>
	<u>Agent and Attorney-In-Fact</u> <small>Type of authority</small>		<u>Wendy Dalton Agent and Attorney-In-Fact</u> <small>Printed name of person Type of authority</small>
			<u>Agent and Attorney-In-Fact</u> <small>Type of authority</small>

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Acknowledgments are on following page.

**Acknowledgment in a Representative Capacity**

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

County of Midland \_\_\_\_\_) ss)

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

By Wendy Dalton, as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

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

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

Lessee of Record: **R & R Royalty LTD., A Texas  
Limited Partnership By: Magnum  
O&G, Inc. General Partner of R&R  
Royalty, LTD.**

Lease #: USA NMNM-118726

By: \_\_\_\_\_  
Printed name of person  
**Agent and Attorney-In-Fact**  
Printed name of person Type of authority  
\_\_\_\_\_  
Type of authority

**Acknowledgment in a Representative Capacity**

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

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

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

By \_\_\_\_\_, as \_\_\_\_\_ on behalf of  
\_\_\_\_\_, a \_\_\_\_\_,  
on behalf of said corporation.

(Seal)

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

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



Lessee of Record: Energen Resources Corporation

Lease #: ST NM V0-4422-2

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

Printed name of person

**Agent and Attorney-In-Fact**

Printed name of person Type of authority

Type of authority

**Acknowledgment in a Representative Capacity**

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

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

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

By \_\_\_\_\_, as \_\_\_\_\_ on behalf of Energen Resources  
Corporation, a \_\_\_\_\_, on behalf of said corporation.

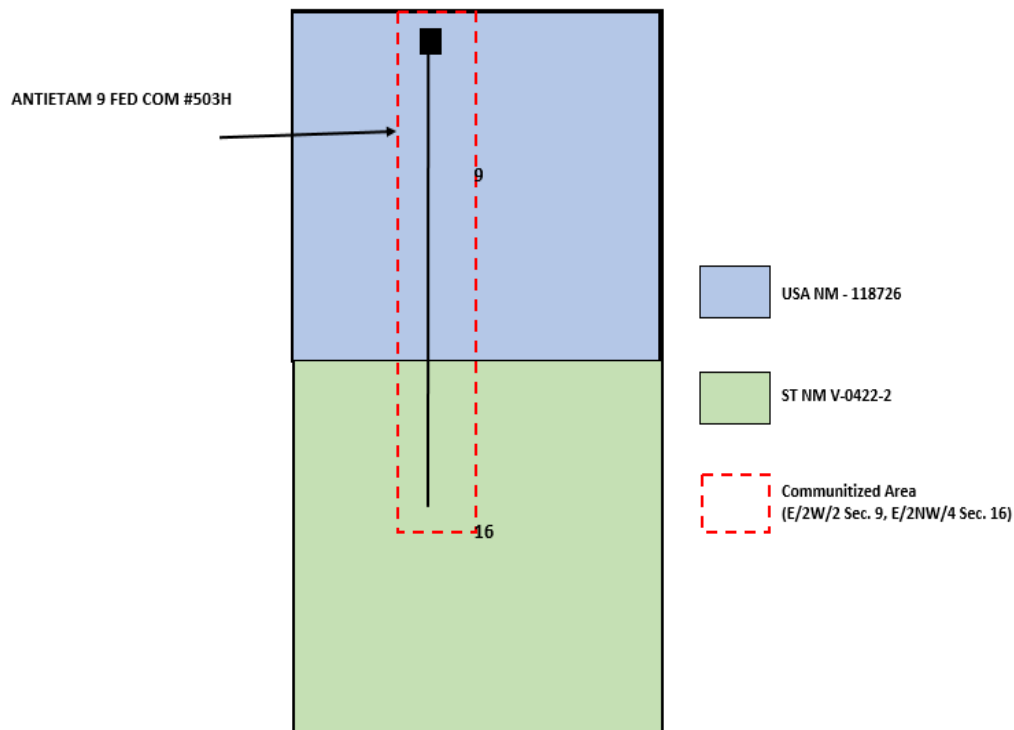
(Seal)

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

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

**Exhibit A**

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**Exhibit B**

To Communitization Agreement dated August 1, 2020, embracing the E/2W/2 Section 9 and  
E/2NW/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

**Operator of Communitized Area: EOG Resources, Inc.****TRACT NO 1**

Lease Serial No.:	USA NMNM-118726
Lease Date:	September 1, 2007
Lease Term:	10 years
Lessor:	United States Department of the Interior Bureau of Land Management
Original Lessee:	R&R Royalty, Ltd.
Present Lessee:	EOG Resources, Inc.
Description of Lands Committed:	Insofar and only insofar as said lease covers E/2W/2 of Section 9, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	12.5%
Name and Percent WI Owners:	EOG Resources, Inc. ....99.000000%** Mickey Resources, LLC.....0.500000%** Unified Assets, Ltd.....0.500000%**
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children 2012 Long Term Trust.....2.5%BPO/6.5%APO** Unified Assets, Ltd.....2.5%BPO/6.5%APO**

\*\*Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated  
May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

**TRACT NO 2**

Lease Serial No.:	ST NM V0-4422-2
Lease Date:	August 1, 1994
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	PG&E Resources Company
Present Lessee:	Energen Resources Corporation
Description of Lands Committed:	Insofar and only insofar as said lease covers E/2NW/4 of Section 16, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	80
Royalty Rate:	1/6 <sup>th</sup>
Name and Percent WI Owners:	EOG Resources, Inc. ....100.00%
Name and Percent ORRI Owners:	Energen Resources Corporation.....2.50% Pioneer Natural Resources USA, Inc.....2.50% Magnum Hunter Production, Inc..... 3.33%

**RECAPITULATION**

<b>Tract numbers</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No.1	160.00	66.66666667%
Tract No.2	80.00	33.33333333%
Total	240.00	100.000000%

0

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February 2013

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1

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised Feb. 2013

ONLINE Version  
COMMUNITIZATION AGREEMENT

Contract No. \_\_\_\_\_

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 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/2E/2 Section 9 and W/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

Containing 240.00 acres, more or less, and this agreement shall include only the Bone Spring

Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

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

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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 August 1, 2020, 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 or can be produced from the communitized area in paying quantities; 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 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>EOG Resources, Inc.</u>	Lessee of Record:	<u>EOG Resources, Inc.</u>
By:	<u>Wendy Dalton</u> <small>Printed name of person</small>	Lease #:	<u>USA NMNM-118726</u>
	<u>Wendy Dalton Agent and Attorney-In-Fact</u> <small>Printed name of person Type of authority</small>	By:	<u>Wendy Dalton</u> <small>Printed name of person</small>
	<u>Agent and Attorney-In-Fact</u> <small>Type of authority</small>		<u>Wendy Dalton Agent and Attorney-In-Fact</u> <small>Printed name of person Type of authority</small>
			<u>Agent and Attorney-In-Fact</u> <small>Type of authority</small>

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Acknowledgments are on following page.

**Acknowledgment in a Representative Capacity**

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

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

ss)

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

By Wendy Dalton, as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

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

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

Lessee of Record: **R & R Royalty LTD., A Texas  
Limited Partnership By: Magnum  
O&G, Inc. General Partner of R&R  
Royalty, LTD.**

Lease #: USA NMNM-118726

By: \_\_\_\_\_  
Printed name of person  
**Agent and Attorney-In-Fact**  
Printed name of person Type of authority  
\_\_\_\_\_  
Type of authority

**Acknowledgment in a Representative Capacity**

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

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

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

By \_\_\_\_\_, as \_\_\_\_\_ on behalf of  
\_\_\_\_\_, a \_\_\_\_\_,  
on behalf of said corporation.

(Seal)

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

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

Lessee of Record: Energen Resources Corporation

Lease #: ST NM V0-4422-2

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

Printed name of person

**Agent and Attorney-In-Fact**

Printed name of person Type of authority

Type of authority

**Acknowledgment in a Representative Capacity**

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

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

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

By \_\_\_\_\_, as \_\_\_\_\_ on behalf of Energen Resources  
Corporation, a \_\_\_\_\_, on behalf of said corporation.

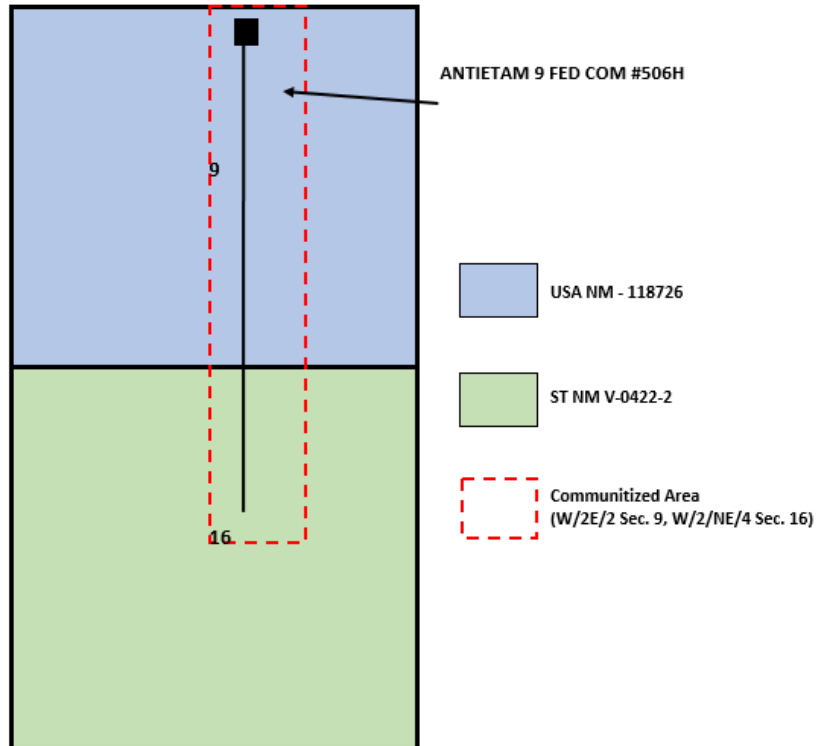
(Seal)

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

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

**Exhibit A**

To Communitization Agreement dated August 1, 2020, embracing the W/2E/2 Section 9 and  
W/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico





**Exhibit B**

To Communitization Agreement dated August 1, 2020, embracing the W/2E/2 Section 9 and  
W/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

**Operator of Communitized Area: EOG Resources, Inc.****TRACT NO 1**

Lease Serial No.:	USA NMNM-118726
Lease Date:	September 1, 2007
Lease Term:	10 years
Lessor:	United States Department of the Interior Bureau of Land Management
Original Lessee:	R&R Royalty, Ltd.
Present Lessee:	EOG Resources, Inc.
Description of Lands Committed:	Insofar and only insofar as said lease covers W/2E/2 of Section 9, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	160
Royalty Rate:	12.5%
Name and Percent WI Owners:	EOG Resources, Inc. ....99.000000%** Mickey Resources, LLC.....0.500000%** Unified Assets, Ltd.....0.500000%**
Name and Percent ORRI Owners:	Avinash C. Ahuja, Trustee of the Ahuja Children 2012 Long Term Trust.....2.5%BPO/6.5%APO** Unified Assets, Ltd.....2.5%BPO/6.5%APO**

\*\*Subject to the terms and conditions in that certain Lease Acquisition and Development Agreement dated May 20, 2014 by and between Roadrunner Oil & Gas LLC and Mickey Resources, LLC.

**TRACT NO 2**

Lease Serial No.:	ST NM V0-4422-2
Lease Date:	August 1, 1994
Lease Term:	5 Years
Lessor:	State of New Mexico
Original Lessee:	PG&E Resources Company
Present Lessee:	Energien Resources Corporation
Description of Lands Committed:	Insofar and only insofar as said lease covers W/2NE/4 of Section 16, T25S-R33E, N.M.P.M. Lea County, New Mexico
Number of Acres:	80
Royalty Rate:	1/6 <sup>th</sup>
Name and Percent WI Owners:	EOG Resources, Inc. ....100.00%
Name and Percent ORRI Owners:	Energien Resources Corporation.....2.50% Pioneer Natural Resources USA, Inc.....2.50% Magnum Hunter Production, Inc..... 3.33%

**RECAPITULATION**

<b>Tract numbers</b>	<b>Number of Acres Committed</b>	<b>Percentage of Interest in Communitized Area</b>
Tract No.1	160.00	66.66666667%
<u>Tract No.2</u>	<u>80.00</u>	<u>33.33333333%</u>
Total	240.00	100.000000%

NM State Land Office  
Oil, Gas, & Minerals Division

STATE/FEDERAL OR  
STATE/FEDERAL/FEE  
Revised Feb. 2013

ONLINE Version  
COMMUNITIZATION AGREEMENT

Contract No. \_\_\_\_\_

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 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 E/2E/2 Section 9 and E/2NE/4 Section 16, T25S, R33E, N.M.P.M., Lea County, New Mexico

Containing 240.00 acres, more or less, and this agreement shall include only the Bone Spring

Formation underlying said lands and the oil, natural gas, and associated liquid hydrocarbons

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

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

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 August 1, 2020, 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 or can be produced from the communitized area in paying quantities; 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 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>EOG Resources, Inc.</u>	Lesse of Record:	<u>EOG Resources, Inc.</u>
By:	<u>Wendy Dalton</u> <small>Printed name of person</small>	Lease #:	<u>USA NMNM-118726</u>
	<u>Wendy Dalton Agent and Attorney-In-Fact</u> <small>Printed name of person Type of authority</small>	By:	<u>Wendy Dalton</u> <small>Printed name of person</small>
	<u>Agent and Attorney-In-Fact</u> <small>Type of authority</small>		<u>Wendy Dalton Agent and Attorney-In-Fact</u> <small>Printed name of person Type of authority</small>
			<u>Agent and Attorney-In-Fact</u> <small>Type of authority</small>

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Acknowledgments are on following page.

**Acknowledgment in a Representative Capacity**

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

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

ss.)

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

By Wendy Dalton, as Agent and Attorney-In-Fact on behalf of EOG Resources, Inc., a Delaware corporation on behalf of said corporation.

(Seal)

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

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

Lessee of Record: **R & R Royalty LTD., A Texas  
Limited Partnership By: Magnum  
O&G, Inc. General Partner of R&R  
Royalty, LTD.**

Lease #: USA NMNM-118726

By:

Printed name of person

**Agent and Attorney-In-Fact**

Printed name of person Type of authority

Type of authority

### Acknowledgment in a Representative Capacity

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

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

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

By \_\_\_\_\_, as \_\_\_\_\_ on behalf of

\_\_\_\_\_, a \_\_\_\_\_,

on behalf of said corporation.

(Seal)

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

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

Lessee of Record: Energen Resources Corporation

Lease #: ST NM V0-4422-2

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

Printed name of person

**Agent and Attorney-In-Fact**

Printed name of person Type of authority

Type of authority

**Acknowledgment in a Representative Capacity**

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

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

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

By \_\_\_\_\_, as \_\_\_\_\_ on behalf of Energen Resources  
Corporation, a \_\_\_\_\_, on behalf of said corporation.

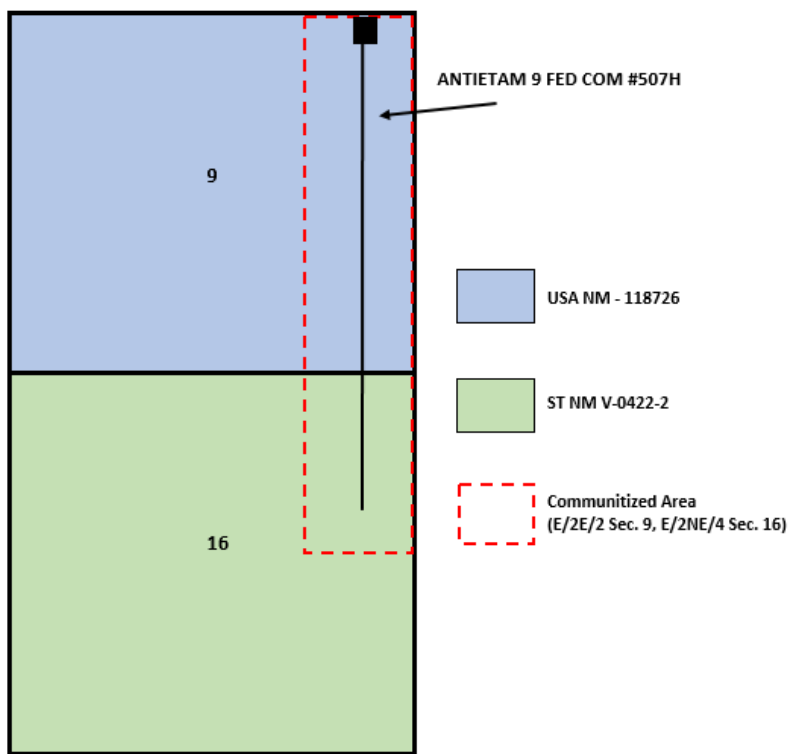
(Seal)

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

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

**Exhibit A**

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0

ONLINE version  
February 2013

State/Fed/Fee

1