RECEIVED:	REVIEWER:	TYPE:	APP NO:	
	- Geologi	ABOVE THIS TABLE FOR OCC CO OIL CONSERV Cal & Engineerin Cancis Drive, San	<b>'ATION DIVISIO</b> g Bureau –	
	ADMINISTE	RATIVE APPLICAT	ION CHECKLIS	
THIS	CHECKLIST IS MANDATORY FOR A		ATIONS FOR EXCEPTION	ns to division rules and
Applicant: EO	G Resources, Inc.		00	GRID Number: 7377
	etam 9 Fed Com 701H & oth			: 30-025-43477
ool: <u>WC-025 G-0</u>	9 S253309A; Upper Wolfcan	np	Poo	ol Code: <u>98180</u>
1) <b>TYPE OF APPL</b> A. Locatior	ICATION: Check those n – Spacing Unit – Simul	INDICATED BELO which apply for [A taneous Dedication	<b>W</b> C	SS THE TYPE OF APPLICATION
[1] Con [	one only for [1] or [1] nmingling – Storage – M DHC	LC PC ( ure Increase - Enh	OLS □OLM anced Oil Recc EOR □PPR	
A. Offse B. Roya C. Appl D. Notifi E. Notifi F. Surfa G. For a	N REQUIRED TO: Check toperators or lease ho lty, overriding royalty o cation requires publish cation and/or concurrection and/or concurrece owner ll of the above, proof cotice required	Iders wners, revenue ov ed notice ent approval by SI ent approval by B	wners LO LM	FOR OCD ONLY  Notice Complete  Application Content Complete  ached, and/or,
administrative understand the	N: I hereby certify that a approval is accurate hat no action will be ta are submitted to the Div	and <b>complete</b> to ken on this applic	the best of my k	• •
N	lote: Statement must be comple	eted by an individual wit	h managerial and/or	supervisory capacity.
Lisa Trascl	hor		11/10/2	.UZU
	ICI		Date	
Print or Type Name			432-24	7-6331
	_		Phone Numb	per
Lisa Tr	ascher		lisa_trascl	ner@eogresources.com
Signature			e-mail Addre	SS

<u>District I</u> 1625 N. French Drive, Hobbs, NM 88240 <u>District II</u> 811 S. First St., Artesia, NM 88210

811 S. First St., Artesia, NM 88210

<u>District III</u>
1000 Rio Brazos Road, Aztec, NM 87410

<u>District IV</u>
1220 S. St Francis Dr, Santa Fe, NM

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.							
APPLICATION TYPE:	_	_					
	-	mmingling Off-Lease	Storage and Measur	rement (Only if not Surface	e Commingled)		
	State X Fede						
Is this an Amendment to existing Order							
Have the Bureau of Land Management	(BLM) and State Land	d office (SLO) been not	afted in writing of	of the proposed comm	ınglıng		
		OL COMMINGLIN is with the following in					
(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							
(4) Measurement type:   Metering [ (5) Will commingling decrease the value	Other (Specify) of production? Yes	☑No If "yes", descri	be why commingli	ing should be approved			
	` '	SE COMMINGLIN s with the following in					
<ol> <li>Pool Name and Code.</li> <li>Is all production from same source of</li> <li>Has all interest owners been notified by</li> <li>Measurement type:  Metering </li> </ol>	certified mail of the proj		□Yes □N	0			
	(C) POOL and	LEASE COMMIN	GLING				
	Please attach sheet	s with the following in	nformation				
(1) Complete Sections A and E.							
(I	,	ORAGE and MEA					
(1) Is all production from same source of		ets with the following	imormation				
(2) Include proof of notice to all interest of	— —						
(E) Al		DRMATION (for all as with the following in		vpes)			
(1) A schematic diagram of facility, inclu-		uic ionoming ii					
<ul><li>(2) A plat with lease boundaries showing</li><li>(3) Lease Names, Lease and Well Numbe</li></ul>	•	ions. Include lease numbe	ers if Federal or Sta	ate lands are involved.			
I hereby certify that the information above is	s true and complete to the	best of my knowledge an	d belief.				
SIGNATURE: Lisa Trasche	=	ITLE: Regulatory Spec		DATE: 11/10	0/2020		
TYPE OR PRINT NAME_Lisa Trascher			TEL	EPHONE NO.: 432-34	17-6331		
E-MAIL ADDRESS: lisa_trascher@eo	gresources.com						

#### **UNITED STATES** DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

FORM APPROVED OMB NO. 1004-0137 Expires: January 31, 2018

SUNDRY Do not use thi abandoned wel	<ul><li>5. Lease Serial No. NMNM118726</li><li>6. If Indian, Allottee or Tribe Name</li></ul>						
SUBMIT IN 1	7. If Unit or CA/Agree	ement, Name	and/or No.				
1. Type of Well	8. Well Name and No.						
☑ Oil Well ☐ Gas Well ☐ Oth					ANTIETAM 9 FEI	O COM 701F	l
Name of Operator     EOG RESOURCES, INC	Contact: E-Mail: lisa_trasch	LISA TRASC er@eogresour			9. API Well No. 30-025-43477		
3a. Address P.O. BOX 2267 MIDLAND, TX 79702		3b. Phone No Ph: 432-24	. (include area code 7-6331	)	10. Field and Pool or WC025 G09 S2	Exploratory A 53309P;UF	rea P WC
4. Location of Well (Footage, Sec., T.	., R., M., or Survey Description	)			11. County or Parish,	State	
Sec 9 T25S R33E Mer NMP N 32.152072 N Lat, 103.584164					LEA COUNTY,	NM	
12. CHECK THE AF	PPROPRIATE BOX(ES)	TO INDICA	TE NATURE C	F NOTICE,	REPORT, OR OTH	HER DATA	1
TYPE OF SUBMISSION			TYPE O	F ACTION			
Notice of Intent     ■     Notice of Intent     Notice of Inten	☐ Acidize	☐ Dee	pen	☐ Product	ion (Start/Resume)	☐ Water	Shut-Off
_	☐ Alter Casing	☐ Hyd	raulic Fracturing	□ Reclam	ation	☐ Well I	ntegrity
☐ Subsequent Report	□ Casing Repair	□ Nev	Construction	□ Recomp	olete	Other	
☐ Final Abandonment Notice	☐ Change Plans	☐ Plug	g and Abandon	□ Tempor	☐ Temporarily Abandon		Commingling
	☐ Convert to Injection	☐ Plug	g Back	■ Water I	Disposal		
13. Describe Proposed or Completed Ope If the proposal is to deepen directiona Attach the Bond under which the wor following completion of the involved testing has been completed. Final Ab determined that the site is ready for fi EOG Resources, Inc. ("EOG") from all existing and future we	ally or recomplete horizontally, will be performed or provide operations. If the operation resondonment Notices must be filmal inspection.  respectfully request apples in Section 9 & 16 in To	give subsurface the Bond No. of sults in a multipled only after all roval to surfa- township 25 S	locations and measure file with BLM/BI/e completion or recrequirements, includes the pool/lease coouth, Range 33	A. Required submpletion in a ding reclamation mmingle oil East within t	ertical depths of all pertin bsequent reports must be new interval, a Form 316 n, have been completed a & gas he	ent markers a filed within 3 0-4 must be fi	nd zones. 80 days iled once
Bone Spring and Wolfcamp pospacing units are initially dedic	cated to the following well	S:			18726. The		
Antietam 9 Fed Com 701H 3 Antietam 9 Fed Com 702H 3 Antietam 9 Fed Com 703H 3 Antietam 9 Fed Com 704H 3 Antietam 9 Fed Com 705H 3 Antietam 9 Fed Com 706H 3 Antietam 9 Fed Com 707H 3	0-025-43478 WC-025 G 0-025-43479 WC-025 G 0-025-43480 WC-025 G 0-025-44347 WC-025 G 0-025-44348 WC-025 G	-09 \$253309 -09 \$253309 -09 \$253309 -09 \$253309 -09 \$253309	P; Upr WC [981 P; Upr WC [981 P; Upr WC [981 P; Upr WC [981 P; Upr WC [981	80] 80] 80] 80] 80]			
14. I hereby certify that the foregoing is	Electronic Submission #				n System		
	For EOG F	RESOURCES,	INC, sent to the	Hobbs	•		
Name(Printed/Typed) LISA TRA	SCHER		Title REGUL	ATORY SP	ECIALIST		
Signature (Electronic S	Submission)		Date 11/25/2	020			
	THIS SPACE FO	R FEDERA	L OR STATE	OFFICE U	SE		
Ammoured Dr.			Title			Date	
Approved By  Conditions of approval, if any, are attached certify that the applicant holds legal or equivalent would entitle the applicant to condu	itable title to those rights in the	not warrant or subject lease	Title Office			Date	
Title 18 U.S.C. Section 1001 and Title 43 States any false, fictitious or fraudulent s	U.S.C. Section 1212, make it a	crime for any po	erson knowingly and	l willfully to m	ake to any department or	agency of the	United

(Instructions on page 2)

<sup>\*\*</sup> OPERATOR-SUBMITTED \*\* OPERATOR-SUBMITTED \*\*

#### Additional data for EC transaction #538559 that would not fit on the form

#### 32. Additional remarks, continued

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Antietam 9 Fed Com 708H
                                30-025-44351 WC-025 G-09 S253309P; Upr WC [98180]
                                                   WC-025 G-09 S253309P; Upr WC [98180]
WC-025 G-09 S253309P; Upr WC [98180]
WC-025 G-09 S253309P; Upr WC [98180]
WC-025 G-09 S253309P; Upr WC [98180]
WC-025 G-09 S253309P; Upr WC [98180]
WC-025 G-09 S253309P; Upr WC [98180]
Draper Mill; Bone Spring [96392]
Antietam 9 Fed Com 709H
                                30-025-44352
Antietam 9 Fed Com 710H
                                30-025-44353
Antietam 9 Fed Com 713H
                                30-025-45476
Antietam 9 Fed Com 714H
                                30-025-45477
Antietam 9 Fed Com 715H
                                30-025-45478
Antietam 9 Fed Com 501H
                                30-025-47370
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]
                                30-025-47375
                                                   Draper Mill; Bone Spring [96392]
Antietam 9 Fed Com 506H
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]
                                                   WC-025 G-09 S253309P; Upr WC [98180]
WC-025 G-09 S253309P; Upr WC [98180]
WC-025 G-09 S253309P; Upr WC [98180]
                                30-025-47359
Antietam 9 Fed Com 754H
Antietam 9 Fed Com 755H
                                30-025-47382
                                30-025-47360
Antietam 9 Fed Com 756H
```

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

<sup>\*</sup>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  $\underline{19.15.12.10}$  (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.

Reece Cook

Senior Landman

Commingling 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

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

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

Unified Assets Ltd. 3344 OCEAN DRIVE Corpus Christi, Texas 78411 7019 1640 0001 1667 5594 New Mexico Oil Conservation Division Attn: Mr. Paul Kautz 1625 N. French Drive Hobbs, New Mexico 88240 Via OCD

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

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

Magnum Hunter Production Inc. 4031 Solutions Center Chicago, IL 60677-4000 7019 1640 0001 1667 5600 Bureau of Land Management Attn: Mr. Dylan Rossmango 620 E. Green Street Carlsbad, NM 88220 Via BLM WIS

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

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

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

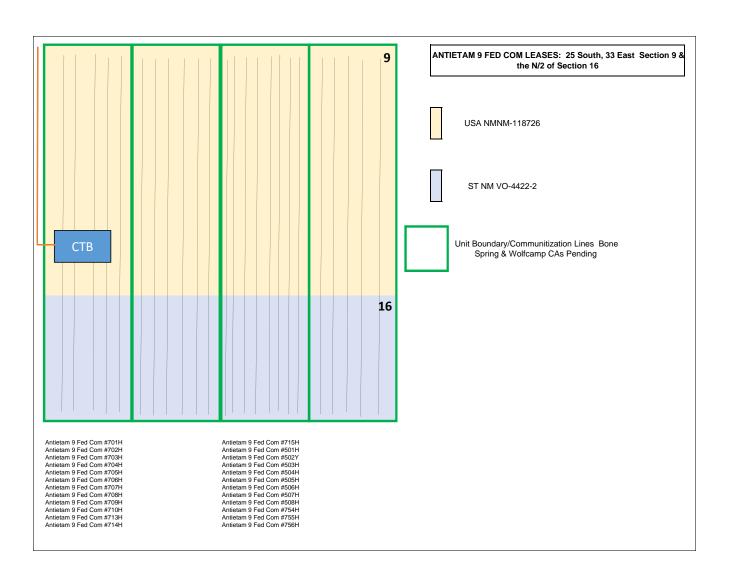
Copies of this application were mailed to the following individuals, companies, and organizations on or before  $\_$ November 24th, 2020.

Lisa Trascher

EOG Resources, Inc.

Lisa Trascher

Pla



Copy of Available 1 Fed Commonsyle Applications. Lead Info.



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  $\underline{19.15.12.10}$  (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 <a href="mailto:lisa\_trascher@eogresources.com">lisa\_trascher@eogresources.com</a>

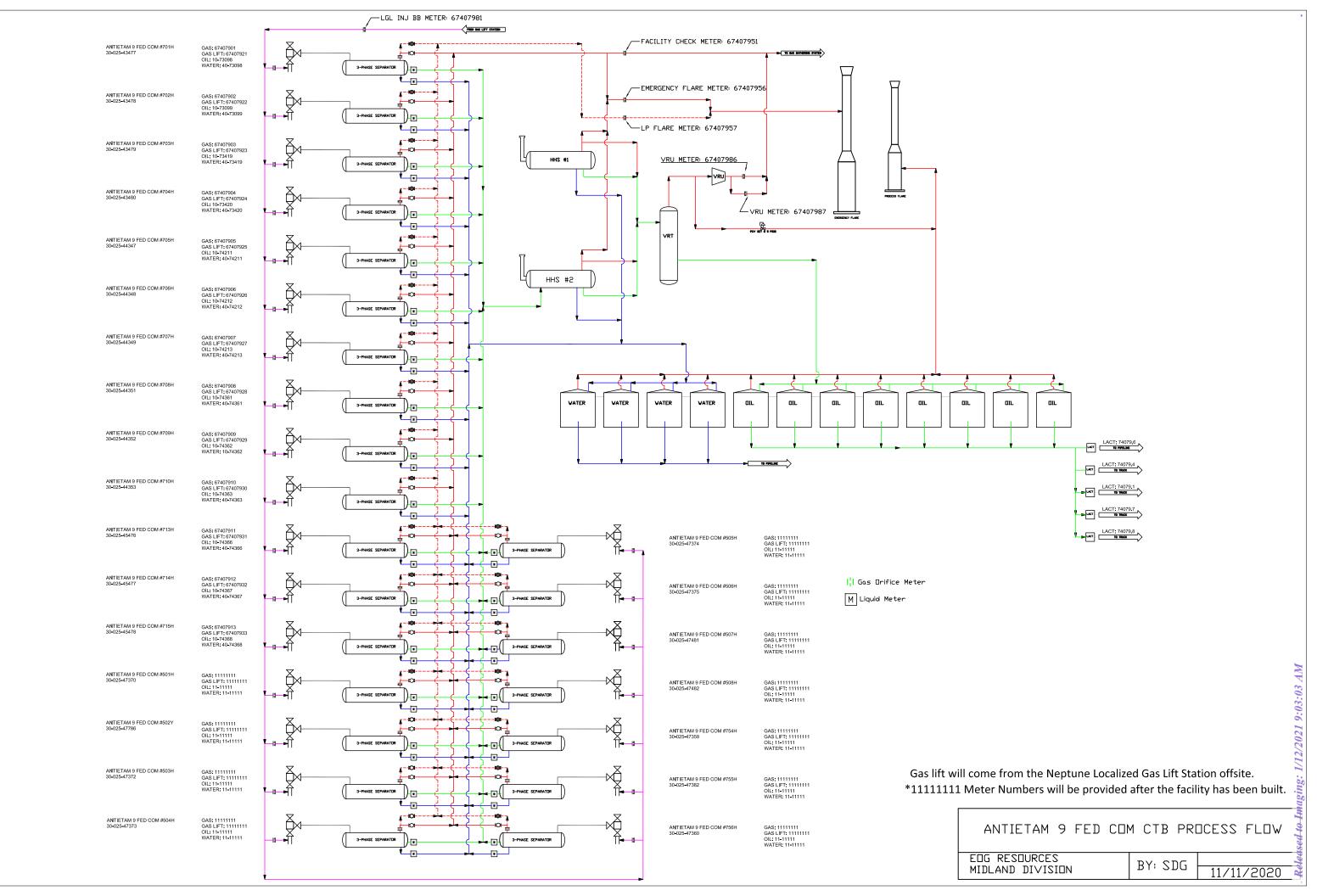
Kind regards,

**EOG Resources, Inc.** 

Lisa Trascher

Regulatory Specialist

Lisa Trascher



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

<sup>\*</sup>Estimated numbers for these wells; will provide actual numbers once these wells are producing.

Run Date/Time: 10/7/2020 13:24 PM (MASS) Serial Register Page Page 1 Of 2

**Serial Number** 

NMNM 137577

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

Case Type 318310: O&G COMMUNITZATION AGRMT

Commodity 459: OIL & GAS

**Case Disposition: AUTHORIZED** 

Case File Juris:

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

**Total Acres:** 

240.000

Sec SType **Suff Subdivision District/ Field Office** Mer Twp Rng County Mgmt Agency CARLSBAD FIELD OFFICE BUREAU OF LAND MGMT 0250S 0330E ALIQ E2W2; LEA 009 0250S 0330E 016 AI IO E2NW; CARLSBAD FIELD OFFICE LEA BUREAU OF LAND MGMT 23

Relinquished/Withdrawn Lands Serial Number: NMNM-- - 137577

Serial Number: NMNM-- - 137577

Act Date	Act Co	ode 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/REC	CAPITULATION EFFECT	IVE 04/19/2017		
0002	TR# I	LEASE SERIAL NO	AC COMMITTED	% INTEREST	
0003	1 1	NMNM118726	160.00	66.666667	
0004	2 5	STATE	80.00	33.333333	
0005		TOTAL	240.00	100.000000	

Run Date/Time: 10/7/2020 13:24 PM (MASS) Serial Register Page Page 2 Of 2

Run Date/Time: 10/7/2020 13:21 PM (MASS) Serial Register Page Page 1 Of 2

**Serial Number** 

NMNM 139983

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

Case Type 318310: O&G COMMUNITZATION AGRMT

Commodity 459: OIL & GAS

**Case Disposition: AUTHORIZED** 

**Case File Juris:** 

Serial Number: NMNM-- - 139983

**Total Acres:** 

240.000

 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

**Suff Subdivision District/ Field Office** Mer Twp Rng Sec SType County Mgmt Agency CARLSBAD FIELD OFFICE BUREAU OF LAND MGMT 0250S 0330E W2E2; LEA 009 ALIQ 0250S 0330E 016 AI IO W2NE: CARLSBAD FIELD OFFICE LEA BUREAU OF LAND MGMT 23

Relinquished/Withdrawn Lands Serial Number: NMNM-- - 139983

Serial Number: NMNM-- - 139983

Act Date	Act Co	ode 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	Rema	ark Text				Serial Number: NMNM 139983
0001						
0002	/A/R	ECAPITULATION	I 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	

Run Date/Time: 10/7/2020 13:21 PM (MASS) Serial Register Page Page 2 Of 2

Run Date/Time: 10/7/2020 13:26 PM (MASS) Serial Register Page Page 1 Of 2
Serial Number

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

Case Type 318310: O&G COMMUNITZATION AGRMT

Commodity 459: OIL & GAS

**Case Disposition: AUTHORIZED** 

**Case File Juris:** 

Total Acres:

NMNM 137576

240.000

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

Sec SType **Suff Subdivision District/ Field Office** Mer Twp Rng County Mgmt Agency CARLSBAD FIELD OFFICE BUREAU OF LAND MGMT 0250S 0330E ALIQ W2W2; LEA 009 0250S 0330E 016 AI IO W2NW; CARLSBAD FIELD OFFICE LEA BUREAU OF LAND MGMT 23

Relinquished/Withdrawn Lands Serial Number: NMNM-- - 137576

Serial Number: NMNM-- - 137576

Act Date Act		ode 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;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			

Line Number	Rema	ark Text				Serial Number: NMNM 137576
0001	/A/	RECAPITULATIO	N EFFECT	'IVE 04/19/2017		
0002	TR#	LEASE SERIAL	_	AC COMMITTED	% INTEREST	
0003	1	NMNM118726		160.00	66.666667	
0004	2	STATE		80.00	33.333333	
0005			TOTAL	240.00	100.000000	

Run Date/Time: 10/7/2020 13:26 PM (MASS) Serial Register Page Page 2 Of 2

Production Summary Report
API: 30-025-43477
ANTIETAM 9 FEDERAL COM #701H
Printed On: Tuesday, November 10 2020

				Producti	on			Inj	ection		
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	8071	17638	17531	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	7374	20312	16627	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	8333	28801	18145	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	6859	20561	15356	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	7974	28740	14869	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	6826	27807	13137	31	0	0	0	0	0

	Pro	oduction Sur	mmary Report						
API: 30-025-43478 ANTIETAM 9 FEDERAL COM #702H Printed On: Tuesday, November 10 2020 Production									
ANTIETAM 9 FEDERAL COM #702H Printed On: Tuesday, November 10 2020									
API: 30-025-43478 ANTIETAM 9 FEDERAL COM #702H Printed On: Tuesday, November 10 2020 Production									
ANTIETAM 9 FEDERAL COM #702H Printed On: Tuesday, November 10 2020 Production									
Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(			
Mar	3275	11734	10459	31	0				

				Producti	on			Inj	ection		
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	3275	11734	10459	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	3076	10568	11655	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	3128	10993	11196	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	2863	8700	11177	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	2774	9009	9232	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	2403	8007	7926	31	0	0	0	0	0

			Pro	oduction Su	mmary Report						
				API: 30-0	25-43479						
			ANTIE	TAM 9 FEDI	ERAL COM #703	3H					
			Printed (	n: Tuesday	, November 10	2020					
				Producti	on			Inj	ection		
Year   Pool   Month   Oil(BBLS)   Gas(MCF)   Water(BBLS)   Days P/I   Water(BBLS)   Co2(MCF)   Gas(MCF)   Other   Pressu										Pressure	
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	3174	15100	11153	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	3030	14205	10433	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	2452	11528	9129	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	2008	8631	7290	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	2046	8284	6316	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	1764	6821	4886	31	0	0	0	0	0

Production Summary Report
API: 30-025-43480
ANTIETAM 9 FEDERAL COM #704H
Printed On: Tuesday, November 10 2020

				Producti	on		Injection					
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Mar	2322	12596	8670	31	0	0	0	0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Apr	2014	11304	7216	30	0	0	0	0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	May	1686	9644	6336	31	0	0	0	0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Jun	1428	7765	5085	30	0	0	0	0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Jul	1381	7511	5904	31	0	0	0	0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Aug	1332	7352	6239	31	0	0	0	0	0	

			Pro	oduction Su	mmary Report								
				API: 30-02	25-44347								
	ANTIETAM 9 FEDERAL COM #705H												
	Printed On: Tuesday, November 10 2020												
				Producti	on			ln	jection				
Year	Pool	Month   Oil(BBLS)   Gas(MCF)   Water(BBLS)   Days P/I   Water(BBLS)   Co2(MCF)   Gas(MCF)   Other   Pressul											
	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Mar	3860	23638	12676	31	C	0		0 0	0		
	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Apr	4793	37160	15252	30	С	0 0	(	) (	0		
	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	May	4635	42167	16691	31	С	C	(	) (	0		
	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jun	3770	32669	13679	30	C	C	(	) (	0		
	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Jul	3154	24134	12194	31	С	C	(	) C	0		
	[98180] WC-025 G-09 S253309P;UPR WOLFCAMP	Aug	2911	20325	11200	31	C	C	(	) C	0		

			Pro	oduction Su	mmary Report						
				API: 30-0	25-44348						
			ANTI	TAM 9 FED	ERAL COM #70	6H					
			Printed (	On: Tuesday	, November 10	2020					
				Producti	on			Inj	ection		
Year	Year   Pool   Month   Oil(BBLS)   Gas(MCF)   Water(BBLS)   Days P/I   Water(BBLS)   Co2(MCF)   Gas(MCF)   Other   Pressure										Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	2058	9596	7832	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	1702	8371	6894	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	1542	8751	7605	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	1413	7286	7039	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	1312	6710	6962	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	1281	7142	7207	31	0	0	0	0	0

Production Summary Report
API: 30-025-44349
ANTIETAM 9 FEDERAL COM #707H
Printed On: Tuesday, November 10 2020

				Producti	on		Injection					
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Mar	3552	14463	11506	31	0	0	C	) C	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Apr	3711	16763	10030	30	0	0	C	) C	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	May	4044	23028	11751	31	0	0	C	) C	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Jun	3727	22444	11228	30	0	0	C	) C	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Jul	3087	17044	10187	31	0	0	C	) C	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Aug	2961	13968	9471	31	0	0	C	0 0	0	

			Pro	oduction Su	mmary Report						
				API: 30-0	25-44351						
			ANTIE	TAM 9 FEDI	ERAL COM #708	ВН					
			Printed (	On: Tuesday	, November 10	2020					
				Producti				Inj	ection		
Year Pool Month Oil(BBLS) Gas(MCF) Water(BBLS) Days P/I Water(BBLS) Co2(MCF) Gas(MCF) Other Pressure										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

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

Production Summary Report
API: 30-025-44353
ANTIETAM 9 FEDERAL COM #710H
Printed On: Tuesday, November 10 2020

			Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Mar	3761	8136	8924	31	0	0	0	0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Apr	3464	8000	8627	30	0	0	0	0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	May	3080	8609	10295	31	0	0	0	0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Jun	2779	7913	9430	30	0	0	0	0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Jul	2755	8330	8107	31	0	0	0	0	0	
	[98180] WC-025 G-09 S253309P;UPR											
2020	WOLFCAMP	Aug	2630	7923	8159	31	0	0	0	0	0	

Production Summary Report
API: 30-025-45476
ANTIETAM 9 FEDERAL COM #713H
Printed On: Tuesday, November 10 2020

				Producti	on	Injection					
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	9529	28508	21587	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	10915	39402	21318	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	9030	28356	15444	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	7249	26205	14647	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	8613	35395	18659	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Aug	4916	14905	11839	31	0	0	0	0	0

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

Production Summary Report
API: 30-025-45478
ANTIETAM 9 FEDERAL COM #715H
Printed On: Tuesday, November 10 2020

				Producti	on		Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Mar	11272	28419	28991	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Apr	10162	24666	24706	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	May	9951	24422	26188	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jun	8887	22457	23133	30	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	WOLFCAMP	Jul	8862	26549	23955	31	0	0	0	0	0
	[98180] WC-025 G-09 S253309P;UPR										
2020	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
Phone: (505) 334-6178 Fax: (505) 334-6170
District IV
1220 S. St. Francis Dr., Sante 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.
Sante 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

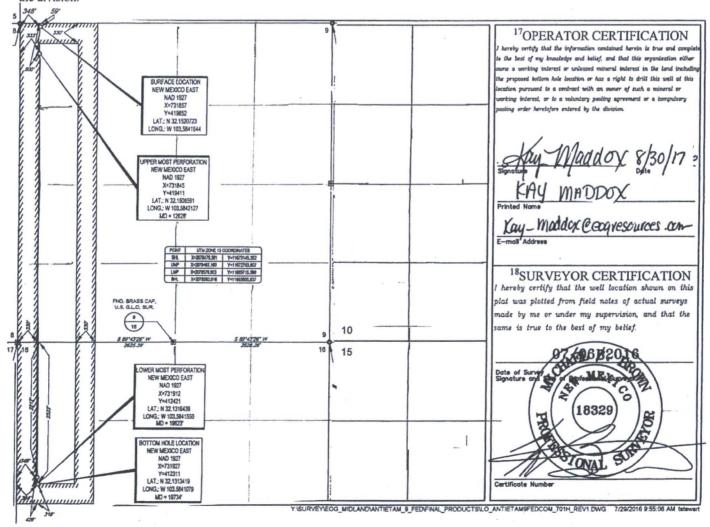
30-025- <b>43</b>	<sup>2</sup> Pool 98180	Code	WC-025	G-09	olfcamp	
Property Code			operty Name M 9 FED	СОМ		Well Number #701H
<sup>7</sup> OGRID №. 7377		EOG RES	OURCES,	INC.		'Elevation 3438'
		10-				

<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
D	9	25-S	33-E	_	59'	NORTH	348'	WEST	LEA

UL or lot no.	Section 16	Township 25-S	Range 33-E	Lot Idn	Feet from the 2322	North/South line NORTH	Feet from the 344	East/West line WEST	LEA
Dedicated Acres 240.00	<sup>13</sup> Joint or I	nfill 14Co	nsolidation Co	de <sup>15</sup> Ord	er No.	e			

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.



**FORM C-102** 

<u>District 1</u> 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., Sante Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

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1220 South St. Francis Dr. Sante Fe, NM 87505

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AMENDED REPORT

RECEIVED WELL LOCATION AND ACREAGE DEDICATION PLAT

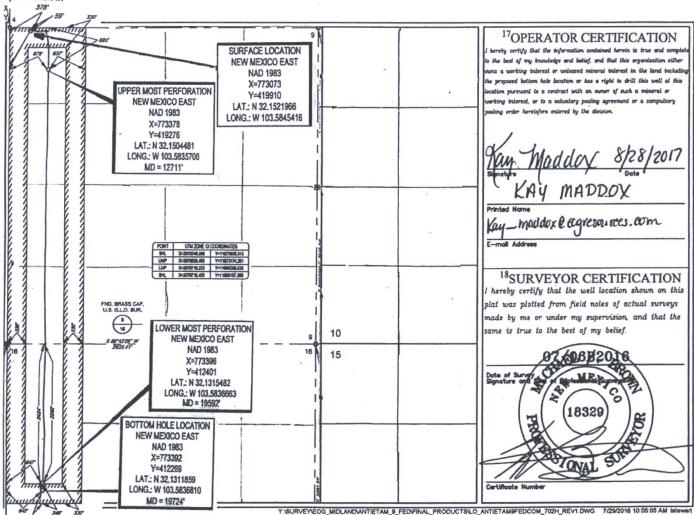
<sup>1</sup> API Number		<sup>2</sup> Pool Code	<sup>3</sup> Pool Name	
30-025- 43	1478	98180	Wc-025 G-09 S253309A; Upper Wo	olfcamp
Property Code			<sup>5</sup> Property Name	Well Number
		Al	NTIETAM 9 FED COM	#702H
OGRID No.			Operator Name	<sup>9</sup> Elevation
7377	15	EC	OG RESOURCES, INC.	3438'

<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
D	9	25-S	33-E	_	59'	NORTH	378'	WEST	LEA

UL or lot no.	Section 16	Township 25-S	Range 33-E	Lot Idn	2424	North/South line NORTH	642	East/West line WEST	LEA
<sup>13</sup> Dedicated Acres 240.00	<sup>13</sup> Joint or l	infill 14Co	onsolidation Cod	e lionde	r No.	•	8		

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



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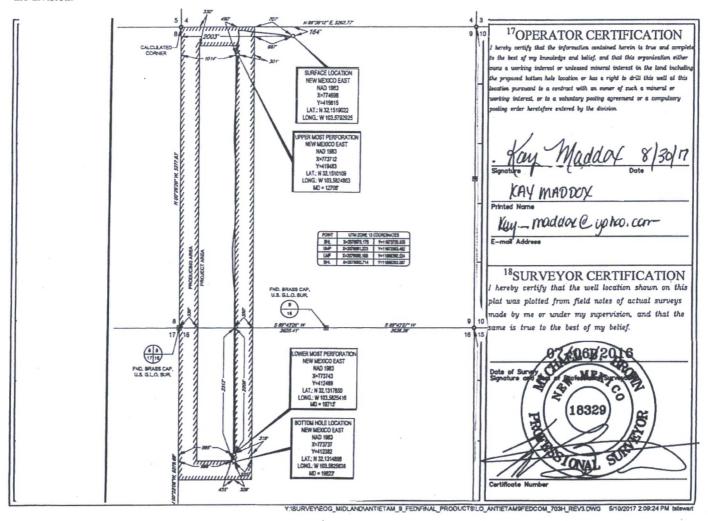
State of New Mexico
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Department
OIL CONSERVATION DIVISION
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Sante Fe, NM 87505

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT <sup>1</sup>API Number 98180 S253309A- Upr Woltramo 30-025-43479 WC-025 G-09 <sup>4</sup>Property Code Property Name ANTIETAM 9 FED COM #703H Operator Name OGRID No. <sup>9</sup>Elevation 3440 7377 EOG RESOURCES, INC. <sup>10</sup>Surface Location UL or lot no. Township Lot Ida Feet from the North/South line Feet from the East/West line County Section Range 164 2003 C 9 25-S 33-E NORTH WEST LEA Feet from the UL or lot no. East/West line County Section Township Range Lot Idn Feet from the North/South lin 2312 16 25-S 33-E NORTH WEST LEA Dedicated Acres Joint or Infill \*Consolidation Code 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.



AMENDED REPORT

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240.00

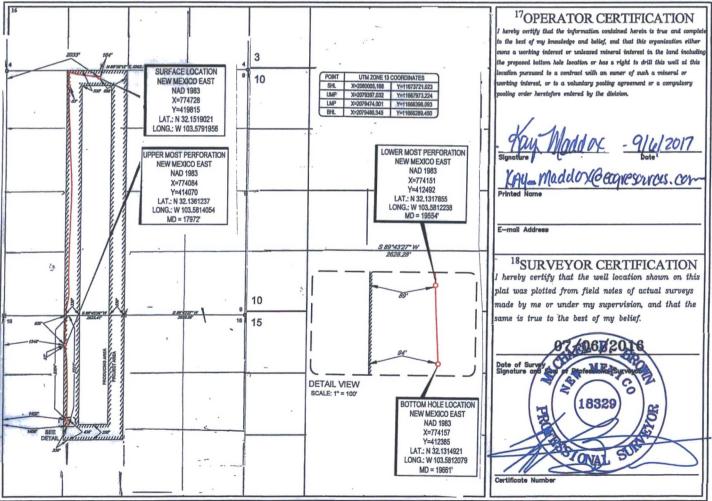
State of New Mexico
Energy, Minerals & Natural Resources
Department
OIL CONSERVATION DIVISIO BBS
OCCUMENTATION DIVISION DIVISION DISTRICT Office
1220 South St. Francis Dr. 058 1 1 2017

WELL LOCATION AND ACREAGE DEDICATION PLAT

Sante Fe, NM 87505

		WW		CATION	AND ACK	EAGE DEDIC	AILONILA	V T					
	API Number			<sup>2</sup> Pool Code			<sup>3</sup> Pool N	ame					
36-02	5-4348	80	981	.80	WC-	-025 G-09 S2	53309A; Up	per Wo	1fcamp				
<sup>4</sup> Property C	Code				<sup>5</sup> Property N	lame			79	Vell Number			
			•	AN	TIETAM 9	FED COM			1	#704H			
<sup>7</sup> OGRID N	₹o.				<sup>8</sup> Operator N	lame				<sup>9</sup> Elevation			
7377				EO	G RESOUR	CES, INC.				3440'			
	<sup>10</sup> Surface Location												
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	Eas	st/West line	County			
C	9	25-S	33-E	-	164'	NORTH	2033'	WES	ST	LEA			
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	Eas	st/West line	County			
F	16	25-S	33-E	-	2311	NORTH	1408	WES	ST	LEA			
12 Dedicated Acres	<sup>13</sup> Joint or I	infill 14Co	nsolidation Cod	e <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.



<u>District I</u> 1625 N. French Dr., Hobbs, NM 88240 Phone: (575) 393-6161 Fax: (575) 393-0720 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 1220 S. St. Francis Dr., Sante Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462 State of New Mexico
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Sante Fe, NM 87505

CATION AND ACREACE DEDICATE.

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

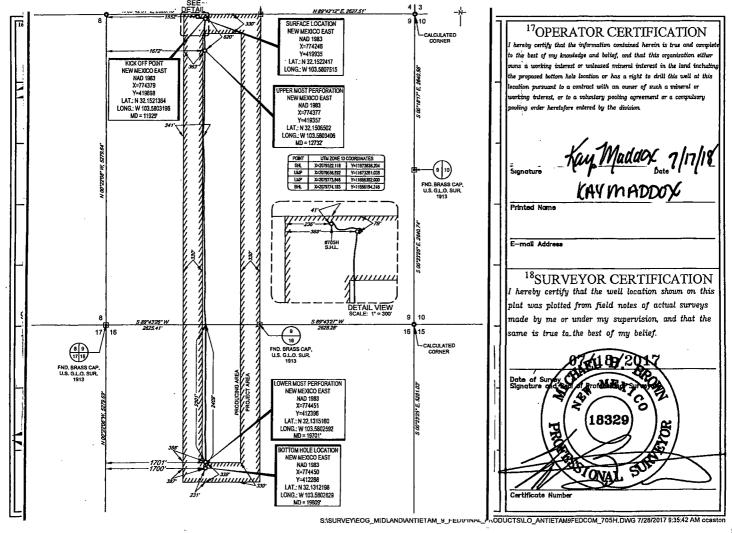
<sup>1</sup> API Number	7	<sup>2</sup> Pool Code		<sup>3</sup> Pool Name					
30-025- <b>44<i>3</i>47</b>	•	98180	WC-025 G-09 S25	53309A; Upper Wo	lfcamp				
<sup>4</sup> Property Code		<sup>5</sup> P	roperty Name		<sup>6</sup> Well Number	7			
317131		ANTIETA	M 9 FED COM		#705H				
<sup>7</sup> OGRID №.		<sup>8</sup> O	perator Name	/	<sup>9</sup> Elevation				
7377		EOG RES	SOURCES, INC.		3440'				
		10~	C 7						

<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
13.							7,40		
<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or I	nfili  "Co	nsolidation Cod	le <sup>15</sup> Ord	er No.				
240.00	1								
									İ

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Sante Fe, NM 875

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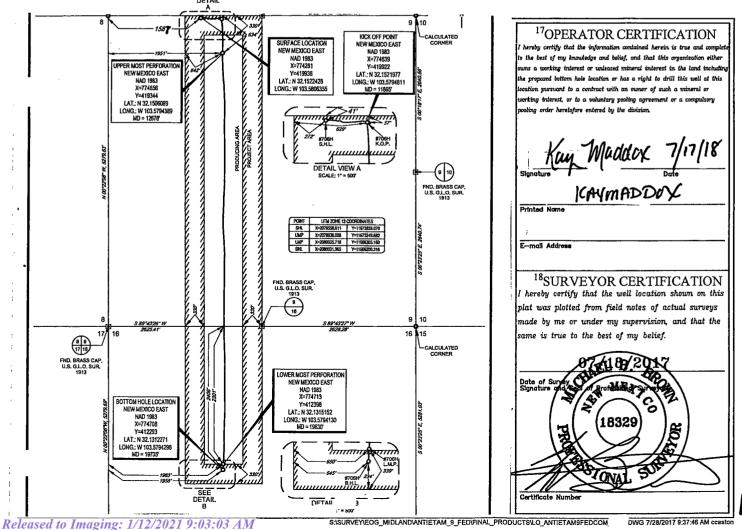
AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICA <sup>1</sup>API Number 30-025- 44348 98180 WC-025 G-09 S253309A; Upper Wolfcamp <sup>4</sup>Property Code Property Name Well Number 317131 ANTIETAM 9 FED COM #706H OGRID No. Operator Name <sup>9</sup>Elevation 7377 EOG RESOURCES, INC. 3440'

10 Surface Location UL or lot no. Section Township Range Lot Idn Feet from the North/South line Feet from the East/West line C 9 25-S 33-E 41' NORTH 1587 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	-	2406'	NORTH	1958'	WEST	LEA
<sup>12</sup> Dedicated Acres 240.00	<sup>13</sup> Joint or I	nfill 14Co	nsolidation Co	ie <sup>15</sup> Orde	r 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 IV 1220 S. St. Francis Dr., Sante Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

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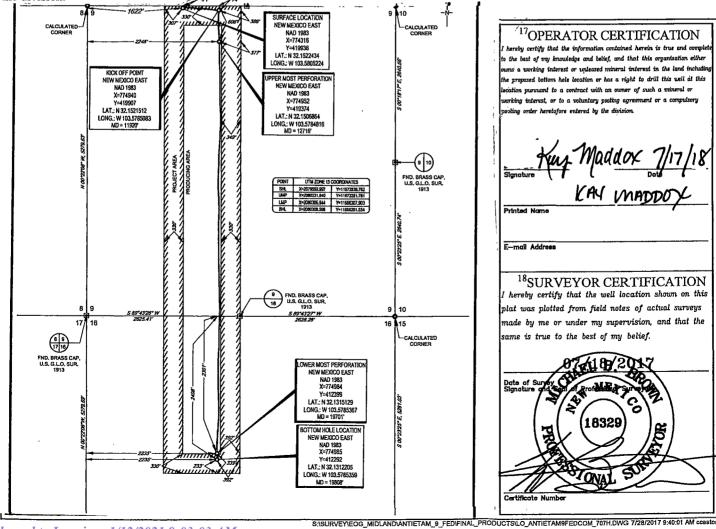
AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT <sup>1</sup>API Number Pool Code 30-025- **44349** 98180 WC-025 G-09 S253309A; Upper/Wolfcamp Property Code <sup>5</sup>Property Name Well Number 317131 ANTIETAM 9 FED COM #707H 7OGRID No. 9Elevation Operator Name 3440' 7377 EOG RESOURCES, INC.

10 Surface Location East/West line UL or lot no. Feet from the North/South line Feet from the Lot Ide Section Township Range 1622 33-E 41' NORTH WEST LEA C 9 25-S

UL or lot no.	Section 16	Township 25-S	33-E	Lot Idn	Feet from the 2408'	North/South line NORTH	Feet from the 2235'	East/West line WEST	County LEA
<sup>12</sup> Dedicated Acres <b>240.00</b>	<sup>13</sup> Joint or 1	infill 14Co	nsolidation Cod	e <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.



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

State of New Mexico BRS OCD Department JUL 1 6 OIL CONSERVATION DIVISION 2018 1220 South St. Franke Elved Sante Fe, NM 87505

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

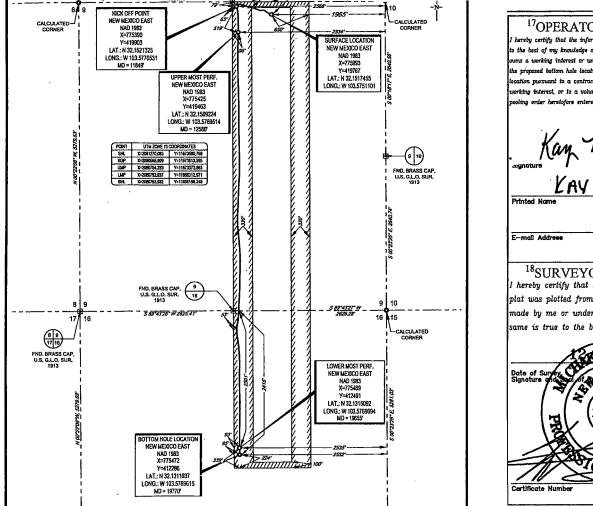
-1	'API Numb		Pool Code				ool Name	•
ı	30 <b>-</b> 025- <b>44</b> .	351	98180	WC-025	G-09	S253309A;	Upper	Wolfcamp
Ī	⁴Property Code		<sup>5</sup> P1	operty Name				Well Number
	317131		ANTIETA	M 9 FED	COM			#708H /
ľ	<sup>7</sup> OGRID №. /		<sup>8</sup> O <sub>1</sub>	erator Name"	·			<sup>9</sup> Elevation
L	7377		EOG RES	OURCES,	INC.			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
В	9	25-S	33-E		220'	NORTH	1965'	EAST	` LEA

UL or lot no.	Section 16	Township 25-S	Range 33-E	Lot Idn	Feet from the 2416	North/South line NORTH	Feet from the 2532'	East/West line EAST	LEA County
Dedicated Acres 240.00	<sup>13</sup> Joint or l	nfill 14Co	nsolidation Cod	e <sup>15</sup> Ord	er 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.

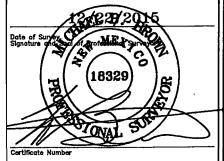


<sup>17</sup>OPERATOR CERTIFICATION the best of my knowledge and belief, and that this organization either ns a working interest or unleased mineral interest in the land includi the proposed bottom hale location or has a right to drill this well at this tion presuant to a contract with an owner of such a mineral or orking interest, or to a voluntary pooling agreement or a compulsory order heretofore entered by the division.

Kay Maddox 7/17/18

Kay MADDOX

18SURVEYOR CERTIFICATION 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.



S:ISURVEYLEOG\_MIDLAND/ANTIETAM\_9\_FED/FINAL\_PRODUCTS/LO\_ANTIETAM9FEDCOM\_708H.DWG 8/4/2017 1:52:33 PM gcastor

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**FORM C-102** 

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

State of New Mexico
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1 8 2018

CONSERVATION DIVISION 1220 South St. Francis Dr. JUL 1 8 2018 Sante Fe, NM 87505

AMENDED REPORT

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RECEIVED WELL LOCATION AND ACREAGE DEDICATION PLAT

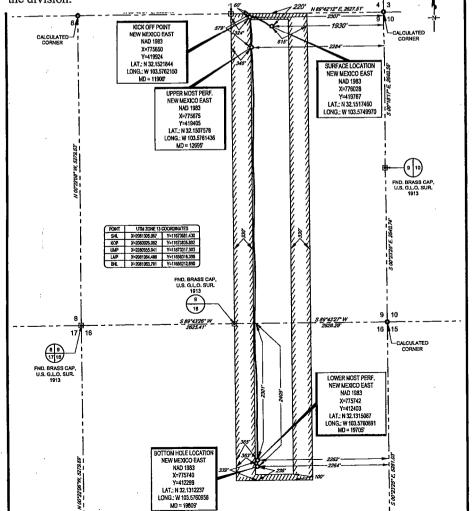
IAPI Number <sup>2</sup>Pool Code 30-025-**44352** 98180 WC-025 G-09 S253309A; Upper Wolfcamp <sup>4</sup>Property Code Property Name Well Number 317131 ANTIETAM 9 FED COM #709H OGRID No. Operator Name <sup>9</sup>Elevation 7377 EOG RESOURCES, INC. 3427

10 Surface Location

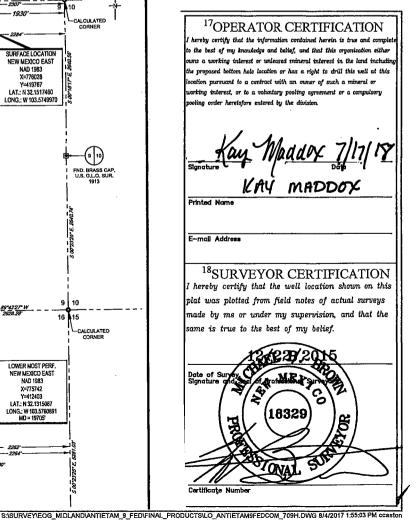
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
В	9	25-S	33-E		220'	NORTH	1930'	EAST	LEA 🗸

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	-	2405"	NORTH	2264'	EAST	LEA
Dedicated Acres 240.00	<sup>13</sup> Joint or I	nfill <sup>14</sup> Co	nsolidation Cod	e <sup>15</sup> Orde	r No.				

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



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

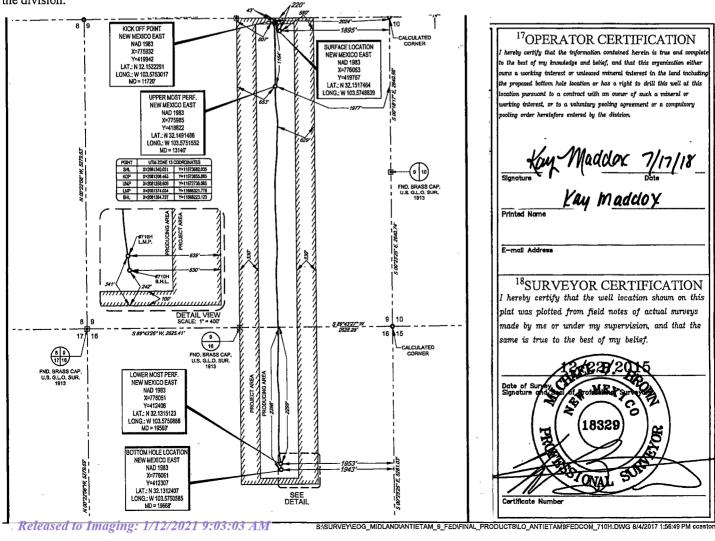
State of New Mexico HOBBS OCD
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OIL CONSERVATION DIVISION
1220 South St. Francis DRECEIVED
Sante Fe, NM 87505

FORM C-102
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WELL LOCATION AND ACREAGE DEDICATION PLAT <sup>1</sup>API Number WC-025 G-09 S253309A; Upper Wolfcamp 30-025- **4435**3 98180 Property Code <sup>5</sup>Property Name Well Number 317131 ANTIETAM 9 FED COM #710H OGRID No. Operator Name -9Elevation EOG RESOURCES, INC. 3427 7377 10 Surface Location Feet from the Feet from the East/West lin County UL or lot no. Section Township Range Lot Idn North/South line 1895' 220' NORTH B 9 25-S 33-E EAST LEA UL or lot no. Section Township Range Lot Idr Feet from the North/South line Feet from the East/West line County 2398' 1943' G 16 25-S 33-E NORTH EAST LEA Dedicated Acres <sup>3</sup>Joint or Infill Consolidation Code 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.



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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbe		Pool Name	
30-025- 49	5 <b>476</b>   98180	WC0025 G-09 S25330 <b>9₽;</b> Upper	Wolfcamp
Property Code		<sup>5</sup> Property Name	Well Number
987131	ANT	IETAM 9 FED COM	#713H
OGRID No.		<sup>a</sup> Operator Name	<sup>9</sup> Elevation
7377	EOG	RESOURCES, INC.	3416'

<sup>10</sup>Surface Location

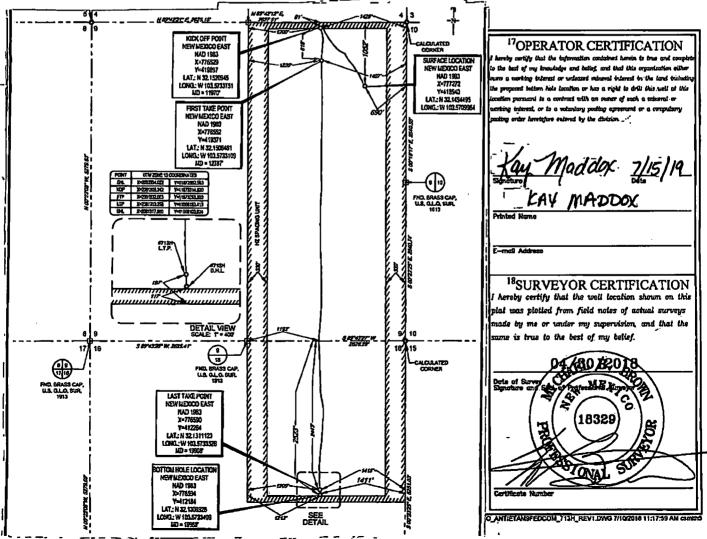
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
A	9	25-S	33-E	-	1052'	NORTH	690'	EAST	LEA
	1	l							

11 Bottom Hole Location If Different From Surface

			-	ttom iio.	c Document II Di	Herene L. Long Out.	Ideo		
UL or lot no.	Section	Township	Range	Lot Ida	Feet from the	North/South line	Feet from the	East/West line	County
G	16	25-S	33-E	-	2523	NORTH	1411'	EAST	LEA
UDedicated Acres 480	Joint or I	afill "C	onsolidation Code	<sup>L</sup> Order	r No.				

480.00

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

<sup>2</sup>Dedicated Acres

240.00

<sup>13</sup>Joint or Infill

<sup>4</sup>Consolidation Code

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Department
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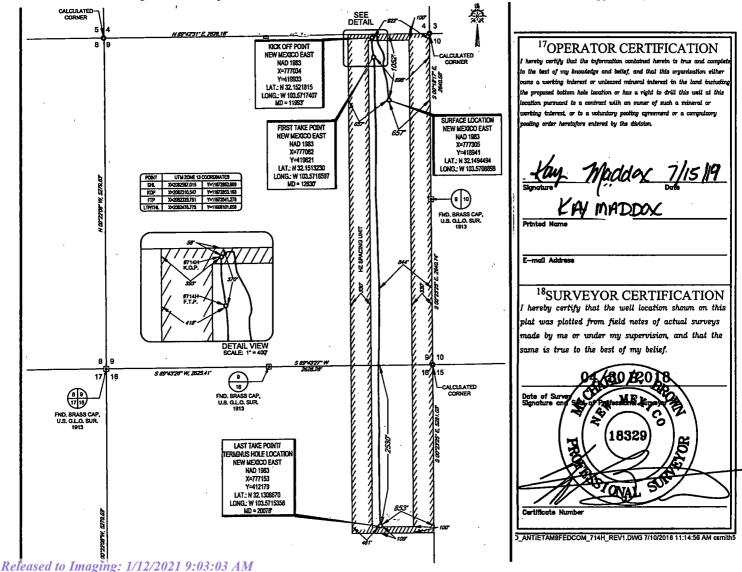
\_\_\_ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

	<sup>1</sup> API Number			<sup>2</sup> Pool Code				ol Name		L
30-0	25- <b>45</b>	1477	9818	30	WC-	-025 G-09	S253309 <b>P</b> ;	Upper Wol	Écamp	K.
<sup>4</sup> Property (	Code				<sup>5</sup> Property !	Vame	•		. <sup>6</sup> Well Number	
3171	.31			Al	NTIETAM 9	FED COM			#714H	
7OGRID	No.				<sup>8</sup> Operator	Vame			9Elevation	$\neg$
7377	·			E	G RESOUR	CES, INC.			3417'	1
					<sup>10</sup> Surface L	ocation				
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	657'	EAS'	T LEA	.
<u> </u>			11]	Bottom Ho	le Location If I	Different From	Surface			
UL or lot no.	Section	Township	Range	Lot Idn		North/South		the East/	/West line	County
H	16	25-S	33-E	ı <b>–</b>	2530'	NORTH	853'	EAS'	T LEA	<b>L</b>

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>5</sup>Order No.



**FORM C-102** 

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1220 South St. Francis Dr. RECEIVED Santa Fe, NM 87505

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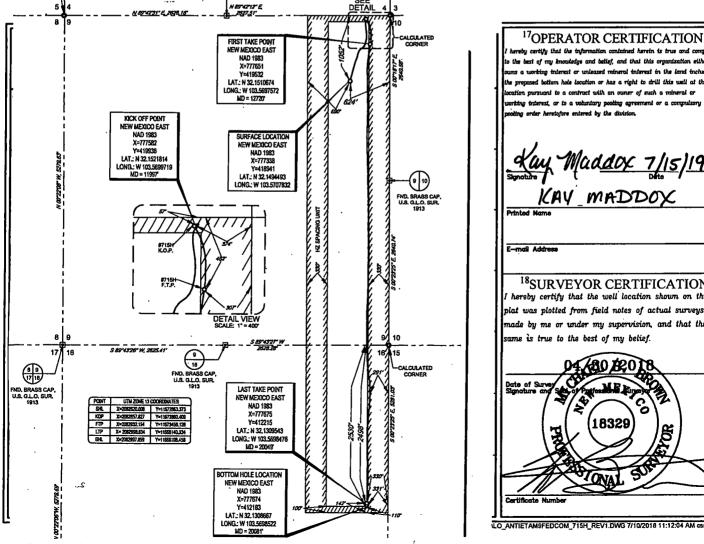
**District Office** 

AMENDED REPORT

#### WELL LOCATION AND ACREAGE DEDICATION PLAT <sup>1</sup>API Number <sup>2</sup>Pool Code 30-025- **45478** 98180 WC-025 G-09 S253309₽; Upper Wolfcamp Property Name Well Number Property Code 317131 ANTIETAM 9 FED COM #715H OGRID No. Operator Name 9Elevation 3417 EOG RESOURCES, INC. 7377 <sup>10</sup>Surface Location East/West line UL or lot no. Section Township Range Lot Ide Feet from the North/South line Feet from the 1052' 624' 9 25-S 33-E NORTH **EAST** LEA A

11Bottom Hole Location If Different From Surface UL or lot no. Section Township Rang Lot Ide North/South line Feet from the East/West lin 330' **EAST** LEA 25-S 33-E NORTH H 16 <sup>2</sup>Dedicated Acres Joint or Infill 240.00

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ontract with an owner of such a <sup>18</sup>SURVEYOR CERTIFICATION hereby certify that the well location shown on this plat was plotted from field notes of actual surveys ade by me or under my supervision, and that the is true to the best of my belief. LO\_ANTIETAM9FEDCOM\_715H\_REV1.DWG 7/10/2018 11:12:04 AM c

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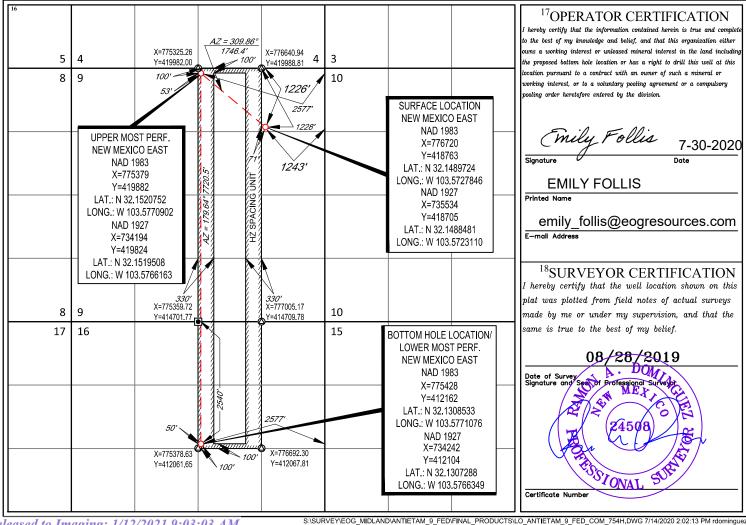
AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

'API Number	<sup>2</sup> Pool Code	<sup>3</sup> Pool Name					
3002547359	98180	98180 WC025 G09 S253309P UPPER WOLF					
<sup>4</sup> Property Code	<sup>5</sup> Pr	operty Name	<sup>6</sup> Well Number				
317131	ANTIETA	M 9 FED COM	754H				
<sup>7</sup> OGRID No.	<sup>8</sup> Op	perator Name	<sup>9</sup> Elevation				
7377	EOG RES	OURCES, INC.	3422'				

<sup>10</sup>Surface Location

A A	Section 9	25-S	33-E	Lot Idn —	1226'	NORTH	1243'	EAST	LEA
			11	Bottom Ho	le Location If <b>E</b>	Different From Su	rface		
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	2577'	EAST	LEA
12Dedicated Acres	<sup>13</sup> Joint or I	Infill 14Co	nsolidation Co	de <sup>15</sup> Ord	er No.				
240.00									



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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

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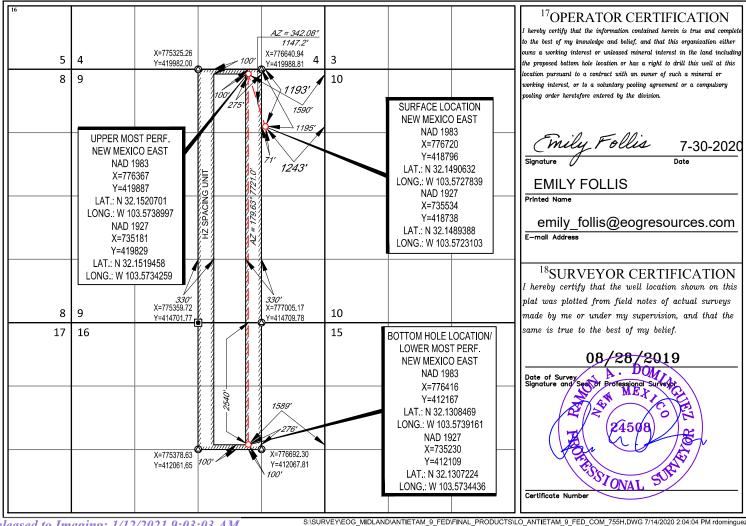
AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbe	er <sup>2</sup> Pool Code	<sup>3</sup> Pool Name				
3002547382	98180	WC025 G09 S253309P UPPER WOLFCAMP				
<sup>4</sup> Property Code	<sup>5</sup> Pr	operty Name	<sup>6</sup> Well Number			
317131	ANTIETA	M 9 FED COM	755H			
<sup>7</sup> OGRID №.	<sup>8</sup> O <sub>I</sub>	perator Name	<sup>9</sup> Elevation			
7377	EOG RES	OURCES, INC.	3423'			

<sup>10</sup>Surface Location

UL or lot no.	Section 9	Township 25-S	33-E	Lot Idn —	Feet from the 1193'	North/South line NORTH	Feet from the 1243'	East/West line EAST	County LEA
			11	Bottom Ho	le Location If <b>D</b>	Different From Su	rface		
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 240.00	<sup>13</sup> Joint or 1	infill 14Co	onsolidation Co	de <sup>15</sup> Ord	er No.				



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 1000 Rio Brazos Road, Aztec, NM 87410 Phone: (505) 334-6178 Fax: (505) 334-6170 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

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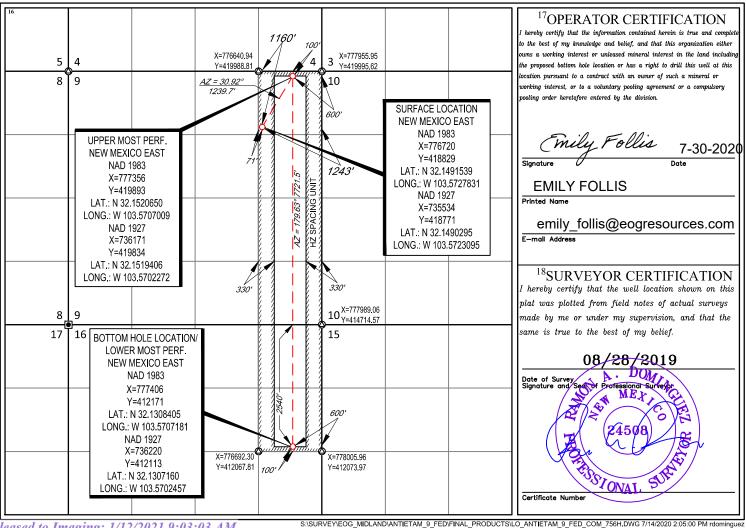
AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbe	er 2	Pool Code	<sup>3</sup> Pool Name				
30-025-47360	981	98180 WC025 G09 S253309P Upper Wolfcamp					
<sup>4</sup> Property Code	•	<sup>5</sup> Property Name		<sup>6</sup> Well Number			
317131		ANTIETAM 9 FED	M 9 FED COM 756H				
<sup>7</sup> OGRID No.		<sup>8</sup> Operator Name		<sup>9</sup> Elevation			
7377		EOG RESOURCES,	INC.	3423'			

<sup>10</sup>Surface Location

	UL or lot no.	Section 9	Township 25-S	33-E	Lot Idn —	Feet from the 1160'	North/South line NORTH	Feet from the 1243'	East/West line EAST	County LEA
١				11	Bottom Ho	le Location If <b>D</b>	Different From Su	rface		
ſ	UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
	Н	16	25-S	33-E	_	2540'	NORTH	600'	EAST	LEA
	<sup>2</sup> Dedicated Acres 240.00	<sup>13</sup> Joint or I	infill 14Co	onsolidation Co	de <sup>15</sup> Ord	er No.				



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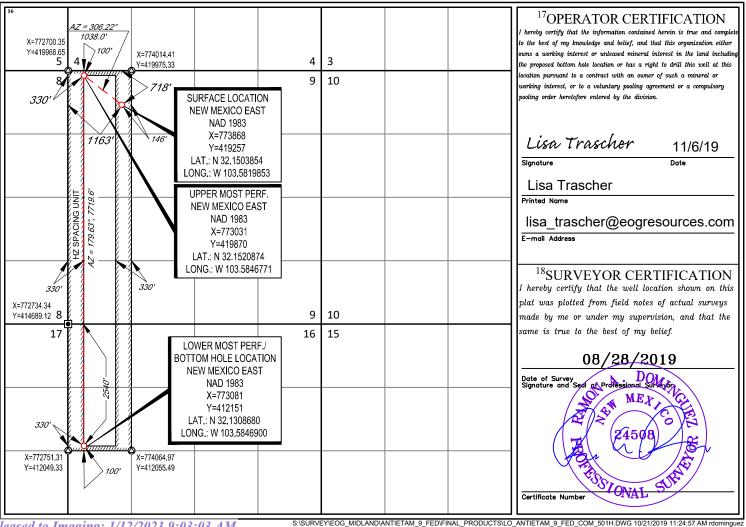
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

30-025- <b>47370</b>	er	Pool Cod 96392	Pool Name DRAPER MILL:BONE SPRING		
<sup>4</sup> Property Code 317131		9039 <u>2</u>	<sup>6</sup> Well Number #501H		
<sup>7</sup> OGRID No. 7377			<sup>8</sup> Ope	erator Name OURCES, INC.	<sup>9</sup> Elevation 3430'

<sup>10</sup>Surface Location

UL or lot no. D	Section 9	Township 25-S	33-E	Lot Idn —	Feet from the 718'	North/South line NORTH	Feet from the 1163'	WEST	LEA
			11]	Bottom Ho	le Location If I	Different From Sur	rface		
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	_	2540'	NORTH	330'	WEST	LEA
<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or l	nfill 14Co	onsolidation Co	de <sup>15</sup> Ord	er No.				
240.00									



<u>District I</u> 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 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

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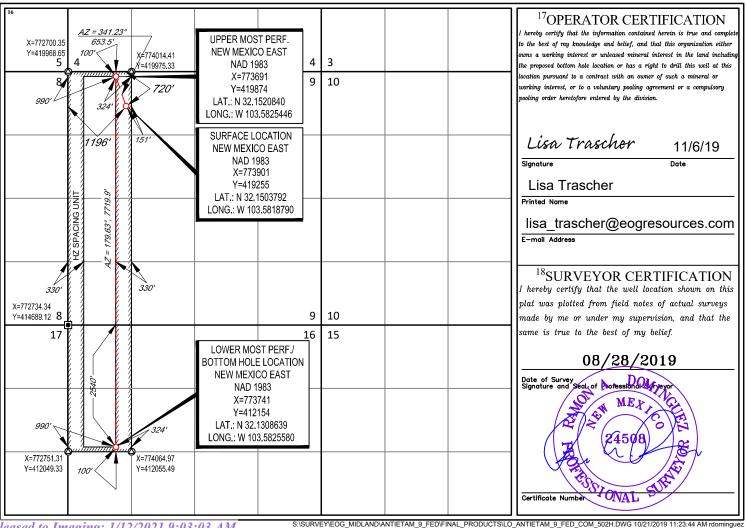
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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbe	<sup>1</sup> API Number		<sup>3</sup> Pool Name						
30-025- <b>47371</b>		96392	DRAPER MILL;BONE SPRING						
<sup>4</sup> Property Code			<sup>5</sup> Property Name						
317131		ANTIET	AM 9 FED COM	#502H					
<sup>7</sup> OGRID No.			Operator Name	<sup>9</sup> Elevation					
7377		EOG RI	ESOURCES, INC.	3431'					
<sup>10</sup> Surface Location									

D UL or lot no.	9	25-S	33-E	Lot Idn —	720'	NORTH	1196'	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			
E	16	25-S	33-E	_	2540'	NORTH	990'	WEST	LEA			
12Dedicated Acres	<sup>13</sup> Joint or l	infill 14Cc	nsolidation Co	de <sup>15</sup> Ord	er No.							
240.00												



<u>District I</u> 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 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

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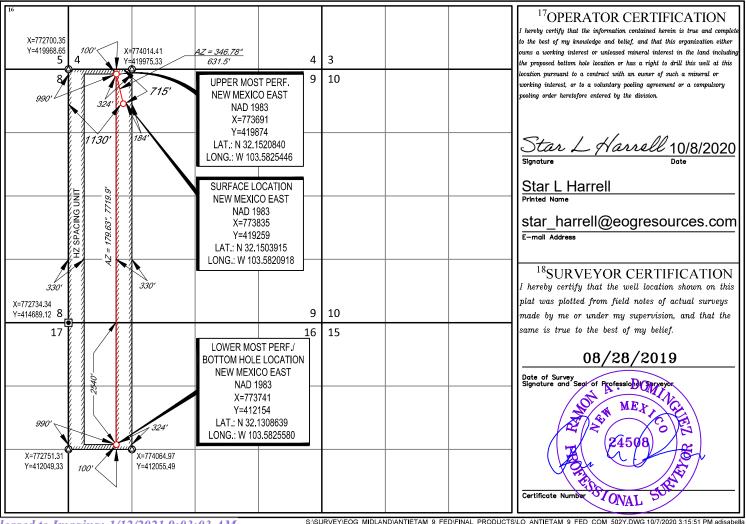
AMENDED REPORT

## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbo 30-025- 477	<sup>3</sup> Pool Name Draper Mill; Bone Spring			
<sup>4</sup> Property Code 317131	Property Name AM 9 FED COM	<sup>6</sup> Well Number #502Y		
<sup>7</sup> OGRID №. 7377	Operator Name SOURCES, INC.	<sup>9</sup> Elevation 3430'		

<sup>10</sup>Surface Location

UL or lot no	o. Sectio	Township 25-S	Range 33-E	Lot Idn	Feet from the 715'	North/South line NORTH	Feet from the 1130'	East/West line WEST	County <b>LEA</b>			
	<sup>11</sup> Bottom Hole Location If Different From Surface											
UL or lot no	o. Section	n Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County			
E	16	25-S	33-E	_	2540'	NORTH	990'	WEST	LEA			
<sup>12</sup> Dedicated .	I	r Infill 14C	onsolidation Co	ode <sup>15</sup> Ord	er No.							
240.	00											



County

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

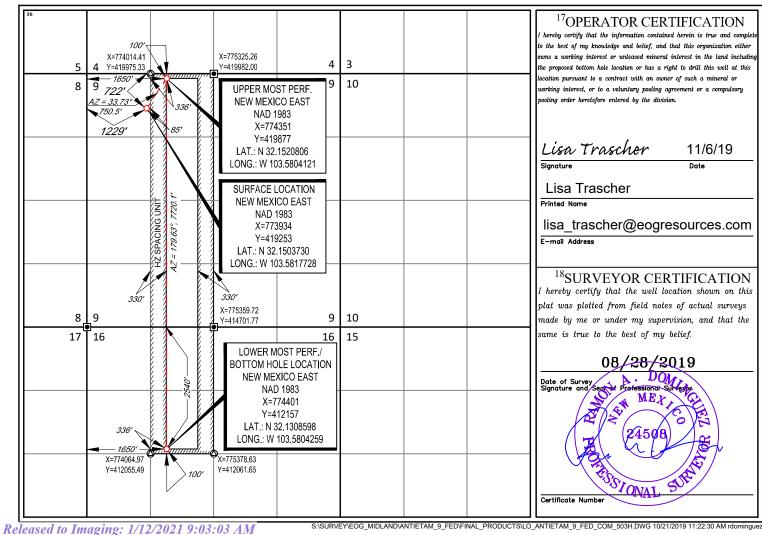
State of New Mexico Energy, Minerals & Natural Resources Department OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

**FORM C-102** Revised August 1, 2011 Submit one copy to appropriate OCD - HOBBS **District Office** 06/23/2020 RECEIVED AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbe	<sup>1</sup> API Number			<sup>3</sup> Pool Name					
30-025- 47372	96392		DRAPER MILL;BONE SPRING						
<sup>4</sup> Property Code		<sup>5</sup> Property Name							
317131		AN	NTIETA	M 9 FED COM	#503H				
<sup>7</sup> OGRID No.			8Op	perator Name	<sup>9</sup> Elevation				
7377 EOG RES				OURCES, INC.	3430'				
<sup>10</sup> Surface Location									

D D	9	25-S	33-E	—	722'	NORTH	1229'	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			
F	16	25-S	33-E	_	2540'	NORTH	1650'	WEST	LEA			
12Dedicated Acres	<sup>13</sup> Joint or l	Infill 14Co	nsolidation Co	de <sup>15</sup> Ord	er No.			•				
240.00												



Range

Lot Idn

<u>District I</u> 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 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

UL or lot no.

240.00

State of New Mexico Energy, Minerals & Natural Resources Department OCD - HOBBS

OIL CONSERVATION DIVISION 1220 South St. Francis Dr. Santa Fe, NM 87505

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County

06|23|2020

Feet from the

East/West line

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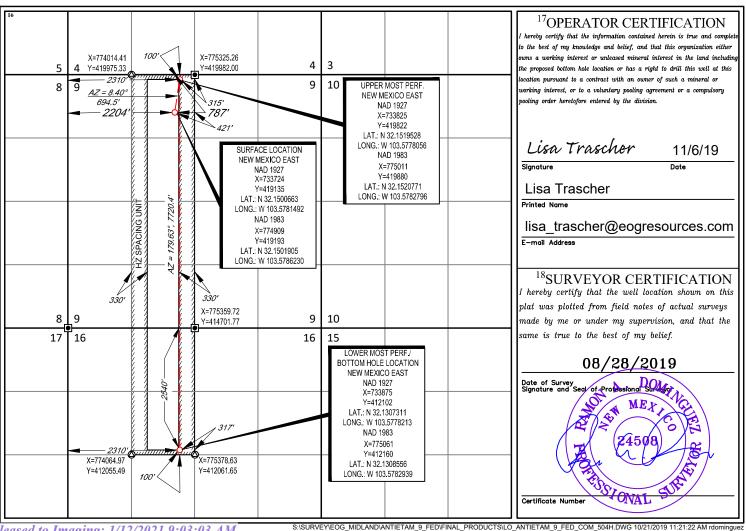
WELL LOCATION AND ACREAGE DEDICATION PLAT

	<sup>1</sup> API Number		<sup>3</sup> Pool Name							
30-025- <b>47373</b>		96392	DRAPER MILL;BONE SPRING							
<sup>4</sup> Property Code		<sup>5</sup> Pr	<sup>6</sup> Well Number							
317131		ANTIETA	M 9 FED COM	#504H						
<sup>7</sup> OGRID No.		<sup>8</sup> O <sub>l</sub>	perator Name	<sup>9</sup> Elevation						
7377		EOG RES	SOURCES, INC.	3433'						
10 Surface Location										

Feet from the

	C	9	25-S	33-E	-	787'	NORTH	2204'	WEST	LEA		
	<sup>11</sup> Bottom Hole Location If Different From Surface											
ſ	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	_	2540'	NORTH	2310'	WEST	LEA		
1	12 Dedicated Acres 13 Joint or Infill 14 Consolidation Code 15 Order No.											

North/South line



Range

Lot Idn

County

<u>District I</u> 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 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

UL or lot no.

240.00

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

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Feet from the

East/West line

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WELL LOCATION AND ACREAGE DEDICATION PLAT

Santa Fe, NM 87505

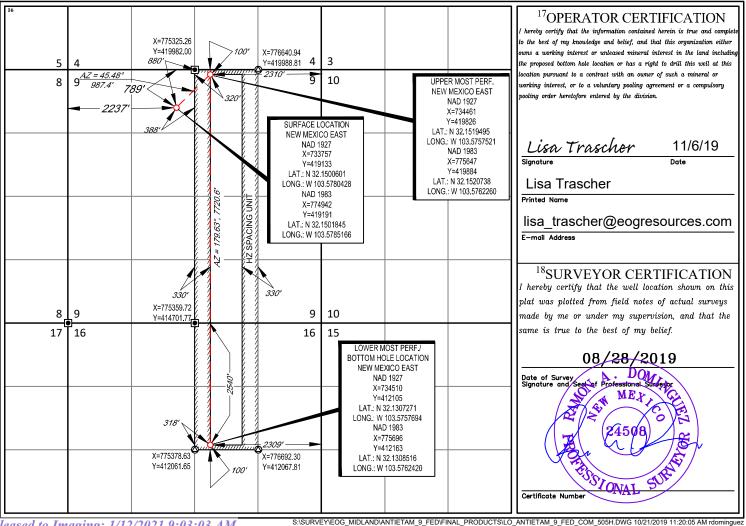
- 1	<sup>1</sup> API Numbe	r	<sup>2</sup> Pool Code		<sup>3</sup> Pool Name
١	30-025- <b>4737</b> 4	1	96392	DRAPER MILL;BONE S	PRING
1	<sup>4</sup> Property Code			<sup>6</sup> Well Number	
١	317131		AN	TIETAM 9 FED COM	#505H
-	<sup>7</sup> OGRID No.			<sup>8</sup> Operator Name	<sup>9</sup> Elevation
	7377		EO	G RESOURCES, INC.	3433'

<sup>10</sup>Surface Location

Feet from the

С	9	25-S	33-Е	-	789'	NORTH	2237'	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			
G	16	25-S	33-Е	_	2540'	NORTH	2309'	EAST	LEA			
<sup>12</sup> Dedicated Acres	<sup>12</sup> Dedicated Acres   <sup>13</sup> Joint or Infill   <sup>14</sup> Consolidation Code   <sup>15</sup> Order No.											

North/South line



Range

Lot Idn

County

<u>District I</u> 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 1220 S. St. Francis Dr., Santa Fe, NM 87505 Phone: (505) 476-3460 Fax: (505) 476-3462

UL or lot no.

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East/West line

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Numbe	<sup>1</sup> API Number		<sup>3</sup> Pool Name			
30-025- <b>47481</b>		96392	DRAPER MILL;BONE SPRING			
<sup>4</sup> Property Code		<sup>5</sup> P1	<sup>5</sup> Property Name			
317131		ANTIETA	M 9 FED COM	#507H		
<sup>7</sup> OGRID No.		<sup>8</sup> O <sub>1</sub>	perator Name	<sup>9</sup> Elevation		
7377		EOG RES	SOURCES, INC.	3425'		
		100	C T4'			

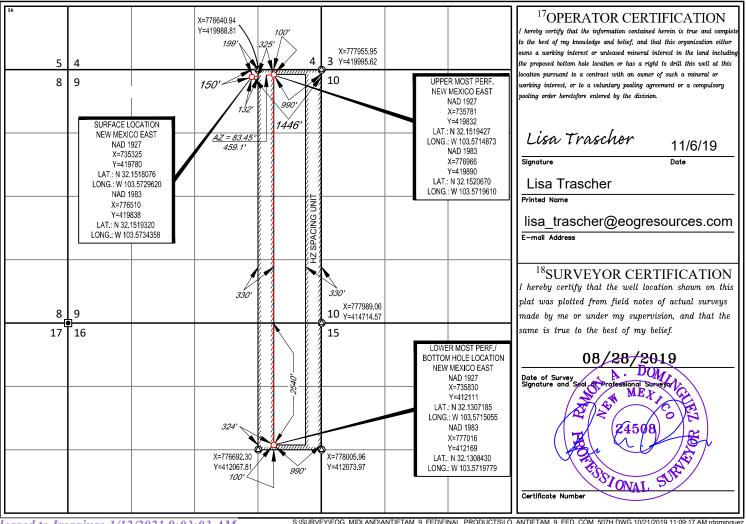
<sup>10</sup>Surface Location

North/South line

Feet from the

Feet from the

В	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		
12Dedicated Acres	<sup>13</sup> Joint or l	Infill 14Co	nsolidation Co	de <sup>15</sup> Ord	er No.						
240.00											



Range

Lot Idn

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UL or lot no.

240.00

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East/West line

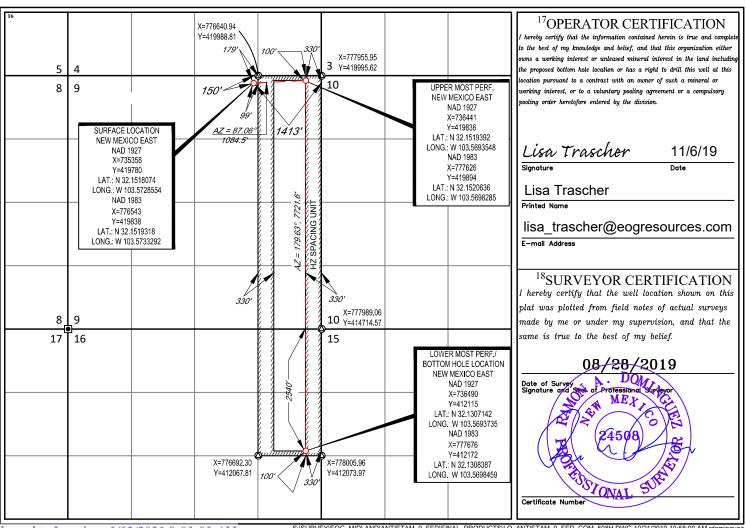
Feet from the

WELL LOCATION AND ACREAGE DEDICATION PLAT

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

Feet from the North/South line

В	9	25-S	33-E	1	150'	NORTH	1413'	EAST	LEA
	11Bottom 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	330'	EAST	LEA
<sup>12</sup> Dedicated Acres	<sup>13</sup> Joint or l	Infill 14Co	onsolidation Co	de <sup>15</sup> Ord	er No.				



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KEITH MANES, COUNTY CLERK
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BY KELLI HILLIAMS

#### 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 on 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 7th day of September, 2017.

COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

### Determination - Approval - Certification

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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 dermine 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

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NM State Land Office Oil, Gas, & Minerals Division

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

ONLINE Version

#### COMMUNITIZATION AGREEMENT

Contract No. NM 137576

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

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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.

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

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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:	Lessees of Record:
EOG Resources, Inc.	EOG Resources, Inc.
By: Name of person: Type of authority:  Ezra A acob Vice President & General Manager	Name of person: Ezra Yacob Type of authority: Vice President & General Manager
ı.Î	R & R Royalty Ltd., a Texas limited partnership
Operating Rights Owner	By: Magnum O&G, Inc. General Partner of R&R Royalty Royalty, Ltd.
Mickey Resources, LLC	By:
By: (=10%)	Name of person: Avinash C. Ahuja Type of authority: President
Name of person: Avinash C. Ahuja Type of authority: President Avinash C. Ahuja	Energen Resources Corporation
	By: Name of person: David W. Bolton
	Type of authority: Vice-President, Land
	11.5

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BY KELLI HILLIAMS

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.		Lessees of Record: EOG Resources, Inc.			
Name of person: Type of authority:	Ezra Yacob Vice President & General Manager	Name of person: Type of authority:	Ezra Yacob Vice President & General Manager		
		R & R Royalty	Ltd., a Texas limited partnership		
Operating Right	s Owner	By: Magnum C Royalty, L	D&G, Inc. General Partner of R&R Royalty td.		
Mickey Resour	ces, LLC	2			
By:		By: Name of person: Type of authority:	Avinash C. Ahuja President		
Name of person: Type of authority:	Avinash C. Ahuja President				
		Energen Resou	rces Corporation		
		Ву:	, , , , ,		
		Name of person: Type of authority:	David W. Bolton Vice-President, Land		
	8		15 15 111 5- 225 LIDI 4		
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8 of 12
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BY KELLI WILLIAMS

## Acknowledgment in a Representative Capacity

State of Texas)	
County of Midland ) ss)	
This instrument was acknowledged before me on Municipal Da	1. Aon
By Ezra Yacob, as Vice President and General Manager on corporation.  CARY ANN VAN DEGNA Notary ID # 125126923 My Commission Expires November 24, 2020	behalf of EOG Resources, Inc., a Delaware  Language Signature of Notarial Officer  My commission expires: 11/24/1070
State of Texas	
County of Nueces ) 881	
This instrument was acknowledged before me on	TE STATE OF THE ST
By Avinash Ahuja, as President of Mickey Resources, LLC  KATHRYN S MOLPUS Notary ID # 5156332 My Commission Expires April 29, 2020	Signature of Notarial Officer  My commission expires:
State of Texas)	
County of Nueces) ssi	
This instrument was acknowledged before me on	TE .
By Avinash Ahuja, as President of Magnum O&G, Inc., Ge of such limited partnership.	neral Partner of R & R Royalty Ltd., on behalf
KATHRYN S MOLPUS Notary ID # 5156332	Signature of Notarial Officer
My Commission Expires April 29, 2020	My commission expires:
MANAGER CONTRACTOR OF THE STATE	(5 % ii ⊆- w Lill 5

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9 of 12
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BY KELLI HILLIAMS

County of Laffances	
County of Jefferson	(58)
his instrument was ack	knowledged before me on 7.7.4. (2.4.7)
	DATE
David W. Dalton on	
y David w. Bolton, as	s Vice-President, Land on behalf of Energen Resources Corporation
y David w. Bolton, as	s Vice-President, Land on behalf of Energen Resources Corporation.
y David w. Bolton, as	s Vice-President, Land on behalf of Energen Resources Corporation.
	Jeann to Penley
(Seal)	Dennu T. Penley Signature of Notarial Officer
	Signature of Notarial Officer
	Dennu T. Penley Signature of Notarial Officer

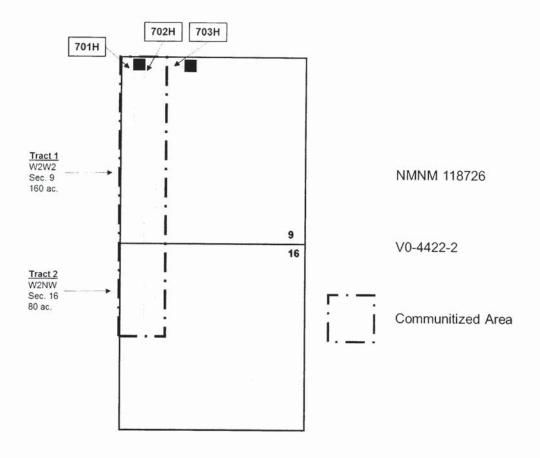
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BY KELLI WILLIAMS

#### 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



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BY KELLI HILLIAMS

#### Exhibit B

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

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

w	D .	non.	210	
ı	KA		NO	1

Lease Serial No.: NMNM 118726 Lease Date: September 1, 2007

Lease Term: 10 Years

Lessor: United States of America Original Lessee: R & R Royalty Ltd. Present Lessee: 

Description of Lands Committed: Insofar and only insofar as said lease covers W2W2 section 16 T25S.

R33E, N.M.P.M. Lea County, New Mexico

Number of Acres: 160 Royalty Rate:

12.5%

Name and Percent WI Owners: Mickey Resources, LLC ......1%\*\*

Name and Percent ORRI Owners: Avinash C. Ahuja, Trustee of the Ahuja Children 2012

Long Term Trust ......2.5% BPO/6.25% APO\*\* 

#### 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:

Royalty Rate: 1/6

Name and Percent WI Owners: Name and Percent ORRI Owners: 

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INLINE version February 2013

<sup>\*\*</sup> 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.

LEA COUNTY, NM
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BY KELLI HILLIAMS

## RECAPITULATION

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

Z5 45 177 S- 677 LUZ

ONLINE version February 2013

State Fed/Fee

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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).

 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.

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LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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BY MANDY MARTINEZ

- 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.

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- 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.

Antietam 9 Fed Com #708H

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.

		<u>Operator</u>	B
		Its:	Wendy Dalton Agent and Attorney in Fact September 21, 2018
	<u>LE</u>	SSEES OF RECORD	<u>):</u>
	EOG RESOURCES, INC.		R&R ROYALTY LTD., A TEXAS LIMITED PARTNERSHIP
By: Its: Date:	Wendy Dalton Agent and Attorney in Fact September 21, 2018	Its:	By: MAGNUM O&G, INC. GENERAL PARTNER OF R&R ROYALTY, LTD.
By: Its:	ENERGEN RESOURCES CORPORATION		
	OPERA	ATING RIGHTS OWN	IER
	MICKEY RESOURCES, LLC		

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.

		<b>Operator</b>		
				EOG RESOURCES, INC.
			By: Its: ate:	Wendy Dalton Agent and Attorney in Fact
	LES	SEES OF RECO	ORD	Ė
	EOG RESOURCES, INC.			R&R ROYALTY LTD., A TEXAS LIMITED PARTNERSHIP
				By: MAGNUM O&G, INC. GENERAL PARTNER OF R&R ROYALTY, LTD.
By: Its: Date:	Wendy Dalton Agent and Attorney in Fact		By: . Its: .	AVINASH C. AHUJA  President of Magnum O&G, Inc.  General Partner of R&R Royalty, LTD.
	ENERGEN RESOURCES CORPORATION			
By: Its:				
Date:				
	OPERAT	ING RIGHTS O	WNI	ER
	MICKEY RESOURCES, LLC			
By: Its: Date:	PRESIDENT - AVINASH 3-19-2019	C. AHUTA		
		*:		

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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.

	2	<u>Operator</u>	
		Its:	EOG RESOURCES, INC.  Wendy Dalton Agent and Attorney in Fact
	LESSEE	S OF RECORD	<u>:</u>
	EOG RESOURCES, INC.		R&R ROYALTY LTD., A TEXAS LIMITED PARTNERSHIP
			By: MAGNUM O&G, INC. GENERAL PARTNER OF R&R ROYALTY, LTD.
By: Its: Date:	Wendy Dalton Agent and Attorney in Fact	Its:	
By: Its: Date:	ENERGEN RESOURCES CORPORATION  Tom F. Hawkins Executive Vice President – Land	_ VEM _ DZL _ SW	
	OPERATING	RIGHTS OWN	ER
	MICKEY RESOURCES, LLC		
By: Its: Date:			

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LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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12/03/2019 10:07 AM
BY MANDY MARTINEZ

## **ACKNOWLEDGMENT**

STATE OF TEXAS §  S  COUNTY OF MIDLAND §	
This instrument was acknowledged before me on this _by Wendy Dalton, as its Agent and Attorney in Fact of <b>EOG</b> Rebehalf of said corporation.	day of <u>September</u> , 2018, esources, Inc., a Delaware corporation, on
My commission expires  Notary ID # 125126923  My Commission Expires  November 24, 2020	Notary Public for the State of Texas
STATE OF § COUNTY OF §	
This instrument was acknowledged before me on this _ by, as of R&R Royalty Ltd., on behalf of such limited partnership	day of, 2018, of <b>Magnum O&amp;G, Inc., General Partner</b>
My commission expires:	Notary Public for the State of Texas
STATE OF § COUNTY OF §	
This instrument was acknowledged before me on this, as comp	of Mickey Resources, LLC, a
My commission expires:	Notary Public for the State of

Antietam 9 Fed Com #708H

## **ACKNOWLEDGMENT**

COUNTY OF MIDLAND	§ §		
This instrument was by Wendy Dalton, as its Agbendle of said corporation.	s acknowledged before me on this ent and Attorney in Fact of <b>EOG Res</b>	day of, 2 sources, Inc., a Delaware corporation	2018, n, on
My commission expires:		Notary Public for the State of Texas	
STATE OF TEXAS  COUNTY OF NUECES	§ § §		
by AVINASH C. AHUJA	s acknowledged before me on this, as	day of MARCH , 2 of Magnum O&G, Inc., General Par	2018, <sup>9</sup> rtner
My commission expires:	KATHRYN S MOLPUS Notary ID # 5156332 My Commission Expires April 29, 2020	Notary Public for the State of Texas	^
COUNTY OF NUECES	§ § §		
This instrument was		day of MARCH , 2 of Mickey Resources, LLC ny, on behalf of said company.	2018, <sup>9</sup> ;, a
My commission expires:	KATHRYN S MOLPUS Notary ID # 5156332 My Commission Expires April 29, 2020	Notary Public for the State of TEX	<u>un</u> 45

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LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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12/03/2019 10:07 AM
BY MANDY MARTINEZ

STATE OF TEXAS

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**COUNTY OF MIDLAND** 

This instrument was acknowledged before me on this 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.

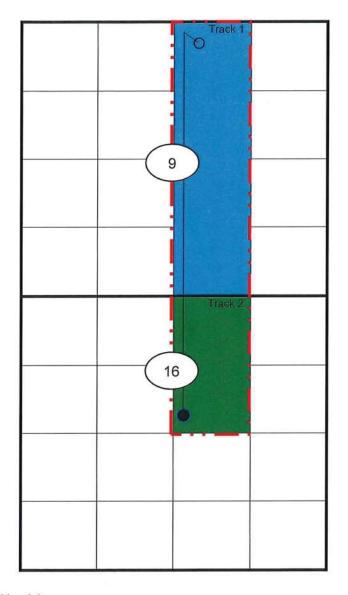
My commission expires:

MELANIE HAYS Notary Public, State of Texas Comm Expires 09-11-2022 Notary ID 131718621

## 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.:

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:

00.08

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%

#### Exhibit B

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%
Total	240	100.00%

# <u>Determination – Approval – Certification</u>

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 1 3 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 whiteouts were present at recording.

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
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12/03/2019 10:07 AM
BY MANDY MARTINEZ

APR:18:2019 9:14:10

#### 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.

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LEA COUNTY, NM KEITH MANES, COUNTY CLERK 000050406 Book2159 Page 1 of 14 12/03/2019 10:07 AM MANDY MARTINEZ

- 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.

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- 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.

		<u>Operator</u>	B
		Its:	Wendy Dalton Agent and Attorney in Fact September 21, 2018
	<u>LE</u>	SSEES OF RECORD	<u>):</u>
	EOG RESOURCES, INC.		R&R ROYALTY LTD., A TEXAS LIMITED PARTNERSHIP
By: Its: Date:	Wendy Dalton Agent and Attorney in Fact September 21, 2018	Its:	By: MAGNUM O&G, INC. GENERAL PARTNER OF R&R ROYALTY, LTD.
By: Its:	ENERGEN RESOURCES CORPORATION		
	OPERA	ATING RIGHTS OWN	IER
	MICKEY RESOURCES, LLC		

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

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

		<u>Operator</u>		
				EOG RESOURCES, INC.
			By: Its: Date:	Wendy Dalton Agent and Attorney in Fact
		LESSEES OF RE	CORD	<u>:</u>
	EOG RESOURCES, INC.			R&R ROYALTY LTD., A TEXAS LIMITED PARTNERSHIP
				By: MAGNUM O&G, INC. GENERAL PARTNER OF R&R ROYALTY, LTD.
By: Its: Date:	Wendy Dalton Agent and Attorney in Fact		By: Its: Date:	AVINASH C. AHUJA  President of Magnum O&G, Inc.  General Partner of R&R Royalty, LTD.
	ENERGEN RESOURCES CORPORATION			
By: Its:				
Date:				
		ERATING RIGHTS	OWN	ER
	MICKEY RESOURCES, LLC			
By: Its: Date:	PRESIDENT - AVINA 3-19-2019	SH C. AHUTA		
		*		

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MANDY MARTINEZ

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.

	9	<u>Operator</u>	
			EOG RESOURCES, INC.
		Its:	Wendy Dalton Agent and Attorney in Fact
	LESSEI	ES OF RECORD	<u>.</u>
	EOG RESOURCES, INC.		R&R ROYALTY LTD., A TEXAS LIMITED PARTNERSHIP
			By: MAGNUM O&G, INC. GENERAL PARTNER OF R&R ROYALTY, LTD.
By: Its: ate:	Wendy Dalton Agent and Attorney in Fact	Its:	
By: Its:	ENERGEN RESOURCES CORPORATION  Tom F. Hawkins Executive Vice President – Land	_ KEM _ RZLL _ <b>KW</b>	
	OPERATING	G RIGHTS OWN	ER
	MICKEY RESOURCES, LLC		
By: Its:		<u> </u>	

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BY MANDY MARTINEZ

### **ACKNOWLEDGMENT**

STATE OF TEXAS §  COUNTY OF MIDLAND §	
This instrument was acknowledged before me on this _ by Wendy Dalton, as its Agent and Attorney in Fact of <b>EOG Re</b> behalf of said corporation.	day of <u>September</u> , 2018, sources, Inc., a Delaware corporation, on
My commission expires  Notary ID # 125126923  My Commission Expires  November 24, 2020	Notary Public for the State of Texas
STATE OF	
COUNTY OF §	
This instrument was acknowledged before me on this by, as of R&R Royalty Ltd., on behalf of such limited partnership	day of, 2018, _ of <b>Magnum O&amp;G, Inc., General Partner</b>
My commission expires:	Notary Public for the State of Texas
Ti and the state of the state o	
STATE OF § COUNTY OF §	
This instrument was acknowledged before me on this	of Mickey Resources, LLC, a
My commission expires:	
	Notary Public for the State of

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# **ACKNOWLEDGMENT**

STATE OF TEXAS	§ §	
COUNTY OF MIDLAND	9 §	
This instrument was by Wendy Dalton, as its Ag behalf of said corporation.	s acknowledged before me on this ent and Attorney in Fact of <b>EOG Res</b>	day of, 2018, sources, Inc., a Delaware corporation, on
My commission expires:		Notary Public for the State of Texas
STATE OF TEXAS  COUNTY OF NUECES	9 9 9	
by AVINASH C. AHUJA	s acknowledged before me on this	day of MARCH , 2018, 9 of Magnum O&G, Inc., General Partner
My commission expires:	KATHRYN S MOLPUS Notary ID # 5156332 My Commission Expires April 29, 2020	Roching & Mulser  Notary Public for the State of Texas
STATE OF TEXAS  COUNTY OF NUECES	§ § §	
This instrument was AVINASH G. AHUTI		day of <u>MARCH</u> , 2018,9 of <b>Mickey Resources</b> , <b>LLC</b> , a my, on behalf of said company.
My commission expires: $4-39-3030$	KATHRYN S MOLPUS Notary ID # 5156332 My Commission Expires April 29, 2020	Notary Public for the State of TEXAS

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BY MANDY MARTINEZ

STATE OF TEXAS

9000

**COUNTY OF MIDLAND** 

This instrument was acknowledged before me on this 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.

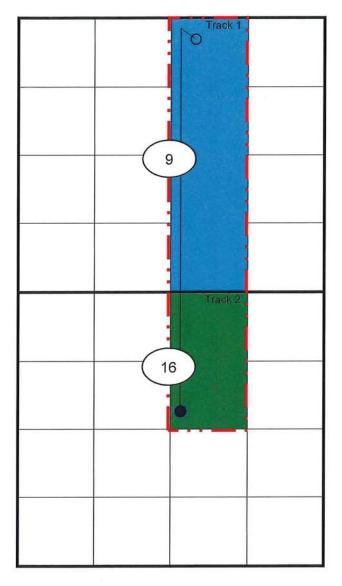
My commission expires:

MELANIE HAYS Notary Public, State of Texas Comm Expires 09-11-2022 Notary ID 131718621

#### 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.:

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: Present Lessee: PG&E Resources Company **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:

00.08

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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Exhibit B Page 1 of 2

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#### Exhibit B

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%
Total	240	100.00%

## <u>Determination – Approval – Certification</u>

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 wellspacing 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 1 3 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 whiteouts were present at recording.

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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.	

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 <u>240.00 acres</u>, more or less, and this agreement shall include only the <u>Wolfcamp</u>

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

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

1

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

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

States of America is lessor, and in the applicable oil and gas operating regulations of the Department of the Interior. It is further agreed between the parties hereto that the Commissioner shall have the right of supervision over all operations to the same extent and degree as provided in the oil and gas leases under which the State of New Mexico is lessor and in the applicable oil and gas statutes and regulations of the State of New Mexico.

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

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

Operator	EOG Resources, Inc.	Lesse	of Record:	EOG Resources, Inc.	- 00 -
By:	Wendy Dalta	700	Lease #:	USA NMNM-118726	
	Wendy Dalton Printed name of person		By:	*	_ RCD
	Agent and Attorney-In-Fact			Wendy Dalton	
	Type of authority			Printed name of person	
				Agent and Attorney-In-Fact	

Acknowledgments are on following page.

## Acknowledgment in a Representative Capacity

State of Texas				
County of Midland	) s s )			
This instrument was acknowledged before me on		21	12	20

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: May 21, 2022

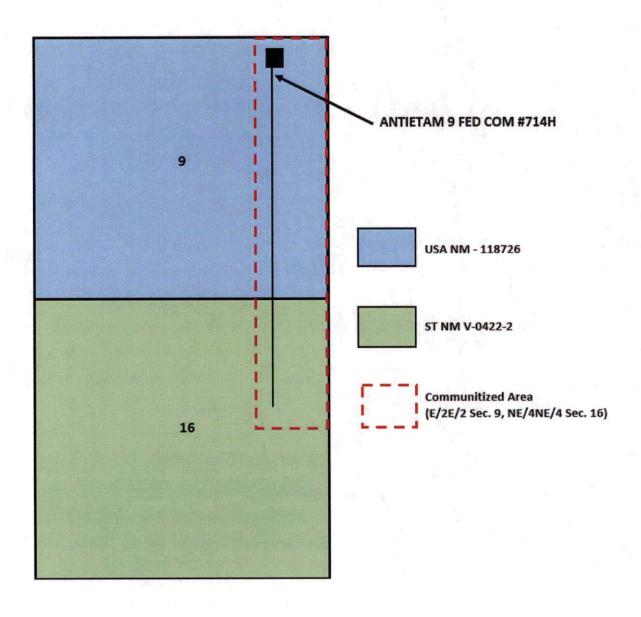
Lessee of Record:	Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.	-
Lease #:	USA NMNM-118726	
Ву:	· · · · · ·	•
	Printed name of person	
	Type of authority	- •
· ·		
	Acknowledgment in a R	Representative Capacity
	<i>e.</i>	
State of		
County of	) ss)	
This instrument was	acknowledged before me on	DATE ,
·		
Ву	, as	on behalf of
		, aa
on behalf of said co	rporation.	
	,	
(Seal)	,	Signature of Notarial Officer
•		My commission expires:
	•	,

Lessee of Record: Energen Resources Corporation

Lease #:	ST NM V0-4422-2	, F	<u>.</u>
Ву:	-		
	10 TV	1	
	Printed name of person	•	
£	Type of authority	j.	
	Acknowledg	ment in a Rep	resentative Capacity
		•	
State of	)		4
County of			
This instrument was	s acknowledged before me	e on	
	_	· DAT	TE .
Bv	, as		on behalf of Energen Resources
Corporation, a			on behalf of said corporation.
		g	1
(Seal)		8	Signature of Notarial Officer
			My commission expires:
This instrument was  By Corporation, a	) ss) sacknowledged before me	e on	on behalf of Energen Resources on behalf of said corporation.  Signature of Notarial Officer

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%

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>

### 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%

9

ONLINE version February 2013

State/Fed/Fee

# 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 <u>240.00 acres</u>, more or less, and this agreement shall include only the <u>Bone Spring</u> 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 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the

grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

	Operator/Working Interest Owner
	By: Wendy Dalton as Agent & Attorney-In-Fact
Date	Operator/Attorney-in-Fact

# **ACKNOWLEDGEMENT**

STATE OF TEXAS )	
COUNTY OF MIDLAND ) ss	S.
Texas, personally appeared Wendy Dalto	, before me, a Notary Public for the State of m, known to me to be the Agent & Attorney-Ine corporation, the corporation that executed the o 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 <u>TEXAS</u> COUNTY OF <u>MIDLAN</u>	) ss.
personally appeared, Wend EOG Resources, Inc., a De	, 20, before me, a Notary Public for the State of Texas, ly Dalton, known to me to be the Agent & Attorney-In-Fact of laware corporation, the corporation that executed the foregoing ged to me such corporation executed the same.
(SEAL)	

**Notary Public** 

My Commission Expires

# RECORD TITLE OWNER

Notary Public

	R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.
Date	By:
Succ	Title:
ACK	NOWLEDGEMENT
STATE OF)	) ss.
COUNTY OF)	) 55.
, personally appeare	20, before me, a Notary Public for the State of d, known to me to be the
	of R & R Royalty LTD, a
	corporation, the corporation that executed the dged to me such corporation executed the same.
(SEAL)	

My Commission Expires

# RECORD TITLE OWNER

	Energen Resources Corporation
Date	By: Name: Title:
ACK	NOWLEDGEMENT
STATE OF)  COUNTY OF)	) ss.
, personally appear	, 20, before me, a Notary Public for the State of ed, known to me to be the of Energen Resources Corporation, a corporation, the corporation that executed the edged to me such corporation executed the same.
(SEAL)	
My Commission Expires	Notary Public

# WORKING INTEREST OWNER

Date	Mickey Resources, LLC  By: Name: Title:
A	CKNOWLEDGEMENT
STATE OF	) ss.
, personally app	
(SEAL)	
My Commission Expires	Notary Public

## WORKING INTEREST OWNER

Date	Unified Assets, Ltd.  By: Name: Title:
ACI	KNOWLEDGEMENT
STATE OF)  COUNTY OF)	) ss.
, personally appea	
(SEAL)	leaged to the sach corporation executed the same.
My Commission Expires	Notary Public

# SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEM	ENT:
------------------------	------

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.

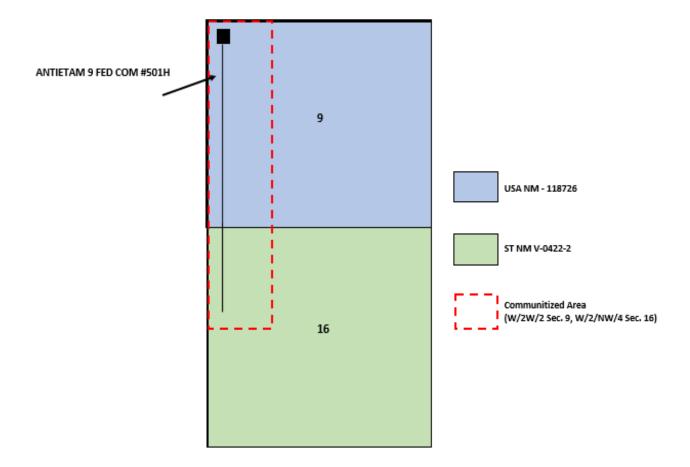
NAME:		(s	signature of officer)
Printed:	Wendy Dalton		

TITLE: <u>Agent & Attorney-In-Fact</u>

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 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\*\*

#### 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%

<sup>\*\*</sup>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.

# 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: E/2W/2 Section 16: E/2NW/4

Containing <u>240.00 acres</u>, more or less, and this agreement shall include only the <u>Bone Spring</u> 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 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the

grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

	Operator/Working Interest Owner
	By: Wendy Dalton as Agent & Attorney-In-Fact
Date	Operator/Attorney-in-Fact

# **ACKNOWLEDGEMENT**

STATE OF TEXAS )	
COUNTY OF MIDLAND ) ss.	
On this day of, 20, book Texas, personally appeared Wendy Dalton, known Fact of EOG Resources, Inc., a Delaware conforegoing instrument and acknowledged to me	own to me to be the Agent & Attorney-In- poration, the corporation that executed the
(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.
	By:
Date	Name: Wendy Dalton
	Title: Agent & Attorney-In-Fact
	ACKNOWLEDGEMENT
STATE OF TEXAS	) ) ss.
COUNTY OF MIDLAND	,
personally appeared, Wendy EOG Resources, Inc., a Dela	, 20, before me, a Notary Public for the State of Texas, a Dalton, known to me to be the Agent & Attorney-In-Fact of aware corporation, the corporation that executed the foregoing and to me such corporation executed the same.
(SEAL)	

**Notary Public** 

My Commission Expires

# RECORD TITLE OWNER

Notary Public

Date	R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.  By: Name: Title:
	NOWLEDGEMENT
STATE OF)  COUNTY OF)	) ss.
, personally appeare	corporation, the corporation that executed the
(SEAL)	edged to me such corporation executed the same.

My Commission Expires

## RECORD TITLE OWNER

	Energen Resources Corporation
Date	By: Name: Title:
ACK	NOWLEDGEMENT
STATE OF)  COUNTY OF)	) ss.
, personally appeare	20, before me, a Notary Public for the State of d, known to me to be the of Energen Resources Corporation, a corporation, the corporation that executed the dged to me such corporation executed the same.
(SEAL)	
My Commission Expires	Notary Public

## WORKING INTEREST OWNER

Date	Mickey Resources, LLC  By: Name: Title:
AC	KNOWLEDGEMENT
STATE OF)  COUNTY OF)	) ss.
, personally appea	
(SEAL)	
My Commission Expires	Notary Public

## WORKING INTEREST OWNER

	Unified Assets, Ltd.
Date	By: Name: Title:
ACK	NOWLEDGEMENT
STATE OF)  COUNTY OF)	) ss.
, personally appear	, 20, before me, a Notary Public for the State of ed, known to me to be the of <u>Unified Assets, Ltd.</u> , a corporation, the corporation that executed the edged to me such corporation executed the same.
(SEAL)	edged to the such corporation executed the same.
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.

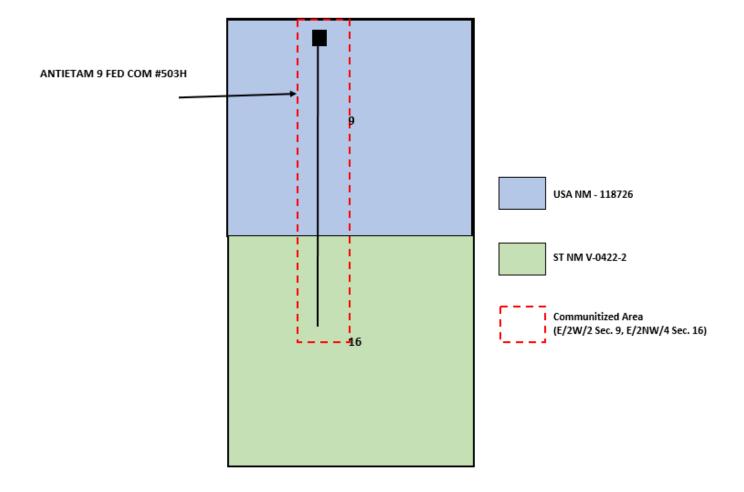
NAME:		 (signature of officer)
Printed:	_Wendy Dalton_	

TITLE: <u>Agent & Attorney-In-Fact</u>

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%\*\*

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\*\*

#### TRACT NO 2

Lease Serial No.: ST NM V0-4422-2 Lease Date: August 1, 1994 Lease Term: 5 Years

Lessor:State of New MexicoOriginal Lessee:PG&E Resources CompanyPresent 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>

<sup>\*\*</sup>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.

# 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/2E/2 Section 16: W/2NE/4

Containing <u>240.00 acres</u>, more or less, and this agreement shall include only the <u>Bone Spring</u> 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 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the

grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

	Operator/Working Interest Owner
	By: Wendy Dalton as Agent & Attorney-In-Fact
Date	Operator/Attorney-in-Fact

# ACKNOWLEDGEMENT

STATE OFTEXAS)	
COUNTY OF MIDLAND ) ss.	
On this day of, 20, 1 Texas, personally appeared Wendy Dalton, k Fact of EOG Resources, Inc., a Delaware co foregoing instrument and acknowledged to m	nown to me to be the Agent & Attorney-In- orporation, the corporation that executed the
(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.
	By:
Date	Name: Wendy Dalton
	Title: Agent & Attorney-In-Fact
	ACKNOWLEDGEMENT
STATE OF TEXAS	) ) ss.
COUNTY OF <u>MIDLAN</u>	
personally appeared, Wen- EOG Resources, Inc., a De	, 20, before me, a Notary Public for the State of Texas, dy Dalton, known to me to be the Agent & Attorney-In-Fact of elaware corporation, the corporation that executed the foregoing ged to me such corporation executed the same.
(SEAL)	

**Notary Public** 

My Commission Expires

# RECORD TITLE OWNER

Notary Public

Date	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.
, persona	
(SEAL)	a deknowledged to the sach corporation executed the same.

My Commission Expires

## RECORD TITLE OWNER

	Energen Resources Corporation
Date	By: Name: Title:
ACK	NOWLEDGEMENT
STATE OF)  COUNTY OF)	) ss.
, personally appeare	20, before me, a Notary Public for the State of d, known to me to be the of Energen Resources Corporation, a corporation, the corporation that executed the dged to me such corporation executed the same.
(SEAL)	
My Commission Expires	Notary Public

## WORKING INTEREST OWNER

Date	Mickey Resources, LLC  By: Name: Title:
AC	KNOWLEDGEMENT
STATE OF	) ss.
, personally appe	
(SEAL)	
My Commission Expires	Notary Public

## WORKING INTEREST OWNER

	Unified Assets, Ltd.
Date	By: Name: Title:
ACF	KNOWLEDGEMENT
STATE OF)  COUNTY OF)	) ss.
, personally appear	, 20, before me, a Notary Public for the State of red, known to me to be the of <u>Unified Assets, Ltd.</u> , a corporation, the corporation that executed the ledged to me such corporation executed the same.
(SEAL)	reaged to the sach corporation executed the same.
My Commission Expires	Notary Public

# SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEM	ENT:
------------------------	------

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.

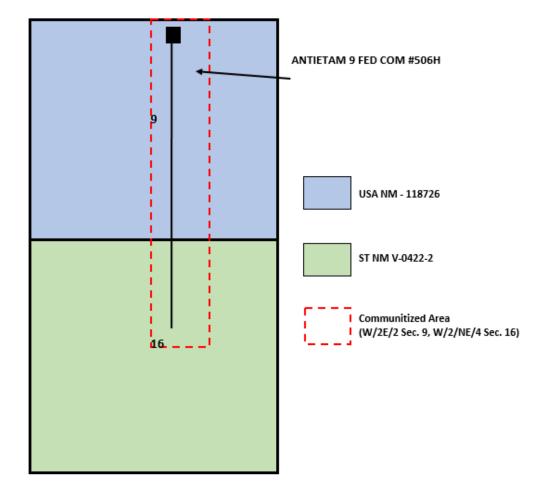
NAME: .		(signature of officer)
Printed: _	Wendy Dalton	

TITLE: <u>Agent & Attorney-In-Fact</u>

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%\*\*

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\*\*

#### 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>

<sup>\*\*</sup>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.

# RECAPITULATION

<b>Tract numbers</b>	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: E/2E/2 Section 16: E/2NE/4

Containing <u>240.00 acres</u>, more or less, and this agreement shall include only the <u>Bone Spring</u> 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 2year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
- 11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the

grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.

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

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

	Operator/Working Interest Owner
	By: Wendy Dalton as Agent & Attorney-In-Fact
Date	Operator/Attorney-in-Fact

## **ACKNOWLEDGEMENT**

STATE OF TEXAS )	
COUNTY OF MIDLAND ) ss.	
Texas, personally appeared Wendy Dalton,	before me, a Notary Public for the State of known to me to be the Agent & Attorney-In-orporation, the corporation that executed the ne 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.
	By:
Date	Name: Wendy Dalton
	Title: Agent & Attorney-In-Fact
	ACKNOWLEDGEMENT
STATE OF TEXAS	) ) ss.
COUNTY OF MIDLAND	,
personally appeared, Wendy EOG Resources, Inc., a Dela	, 20, before me, a Notary Public for the State of Texas, a Dalton, known to me to be the Agent & Attorney-In-Fact of aware corporation, the corporation that executed the foregoing and to me such corporation executed the same.
(SEAL)	

**Notary Public** 

My Commission Expires

## RECORD TITLE OWNER

Notary Public

	R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.
Date	By:
	Title:
A 0777	
ACK	NOWLEDGEMENT
STATE OF)	) ss.
COUNTY OF)	) 55.
, personally appeare	20, before me, a Notary Public for the State of d, known to me to be the
	of <u>R &amp; R Royalty LTD</u> , a
	corporation, the corporation that executed the dged to me such corporation executed the same.
(SEAL)	

My Commission Expires

## RECORD TITLE OWNER

	Energen Resources Corporation
Date	By: Name: Title:
ACK	NOWLEDGEMENT
STATE OF)  COUNTY OF)	) ss.
, personally appeare	corporation, the corporation that executed the
foregoing instrument and acknowle (SEAL)	dged to me such corporation executed the same.
My Commission Expires	Notary Public

## WORKING INTEREST OWNER

Date	Mickey Resources, LLC  By: Name: Title:
A	CKNOWLEDGEMENT
STATE OF	) ss.
, personally app	
(SEAL)	
My Commission Expires	Notary Public

## WORKING INTEREST OWNER

	Unified Assets, Ltd.
Date	By: Name: Title:
ACI	KNOWLEDGEMENT
STATE OF)  COUNTY OF)	) ss.
, personally appea	
(SEAL)	leaged to the sach corporation executed the same.
My Commission Expires	Notary Public

# SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEM	ENT:
------------------------	------

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.

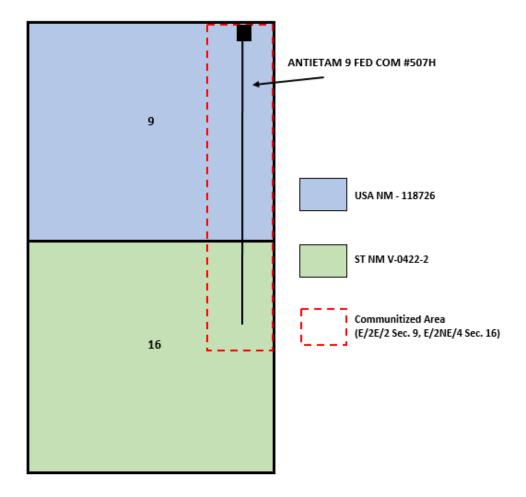
NAME:		(signature of officer)
Printed:	Wendy Dalton	

TITLE: <u>Agent & Attorney-In-Fact</u>

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 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\*\*

### 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>

<sup>\*\*</sup>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.

## **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%		

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 <u>240.00 acres</u>, more or less, and this agreement shall include only the <u>Bone Spring</u>

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

 $(herein after\ referred\ to\ as\ "communitized\ substances")\ producible\ from\ such\ formation$ 

1

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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.

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

State/Fed/Fee

ONLINE version February 2013

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.	Lesse of Record:	EOG Resources, Inc.		
By:	Wendy Dalton Printed name of person	Lease #:	USA NMNM-118726	_	
	Wendy Dalton Agent and Attorney-In- Fact	By:	Wendy Dalton	•	Formatted Table
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	Agent and Attorney-In-Fact Type of authority		Wendy DaltonAgent and Attorney-In-Fact Printed name of personType of authority	_	Formatted Table
	<del>-,,,</del>		Agent and Attorney-In-Fact		

Acknowledgments are on following page.

ONLINE version February 2013

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State of Texas	nt in a Representative Capacity
County of Midland	<u>)</u> ss)
This instrument was acknowledged before me or	DATE
By Wendy Dalton, as Agent and Attorney-In-Fac corporation on behalf of said corporation.	ct on behalf of EOG Resources, Inc., a Delaware
(Seal)	Signature of Notarial Officer
	My commission expires:

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ONLINE version State/Fed/Fee February 2013

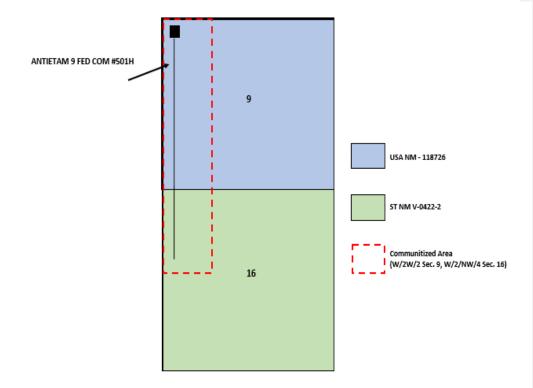
Lease #: USA NMNM-118726  By:   Deland aumous of persons   Agent and Attorney-la-Fact	Lessee of Record:	R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.	-	
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This instrument was acknowledged before me on	County of	) ss)		
By, as on behalf of, a, on behalf of said corporation.  (Seal) Signature of Notarial Officer  My commission expires:	-			
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February 2013		n State/Fed/		O .
	February 2013			

Lessee of Record:	Energen Resources Corpor	ation
Lease #:	ST NM V0-4422-2	
By:		
,	Printed name of person	
	Agent and Attorney-In-Face	<u>ŧ</u>
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	Type of authority	
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County of	) ss)	
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	C	DATE
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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



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#### 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\*\*

#### 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:  $1/6^{th}$ 

 Name and Percent WI Owners:
 EOG Resources, Inc.
 100.00%

 Name and Percent ORRI Owners:
 Energen Resources Corporation.
 2.50%

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ONLINE version February 2013

<sup>\*\*</sup>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.

### 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%

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

 $(herein after\ referred\ to\ as\ "communitized\ substances")\ producible\ from\ such\ formation$ 

1

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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.

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

ONLINE version February 2013

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.



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Acknowledgments are on following page.

ONLINE version February 2013

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:		

5

ONLINE version State/Fed/Fee February 2013

Type of authority  Acknowledgment in a Representative Capacity  State of		R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.  USA NMNM-118726  Printed name of person Agent and Attorney-In-Fact		
State of		Printed name of personType of authority		
County of		Acknowledgment in a Ro	epresentative Capacity	
This instrument was acknowledged before me on	State of	)		
DATE	County of	) ss)		
on behalf of said corporation.  (Seal)  Signature of Notarial Officer  My commission expires:   ONLINE version  State/Fed/Fee	This instrument was	acknowledged before me on	DATE	
on behalf of said corporation.  (Seal)  Signature of Notarial Officer  My commission expires:   ONLINE version  State/Fed/Fee				
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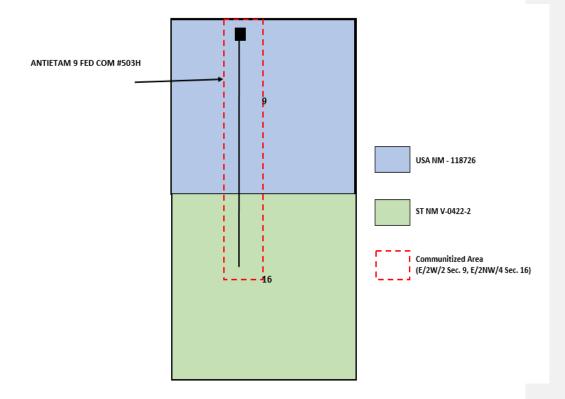
Lessee of Record:	Energen Resources Corpor	ation
Lease #:	ST NM V0-4422-2	
By:	Printed name of person	
	Printed name of person  Agent and Attorney-In-Fac	<b>‡</b>
	Printed name of person Type of author	<del>onity</del>
	Type of authority	
	Acknowledgme	ent in a Representative Capacity
State of	)	
County of	) ss)	
This instrument was	acknowledged before me or	n
		DATE
		on behalf of Energen Resources, on behalf of said corporation.
(Seal)		Signature of Notarial Officer
		My commission expires:
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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



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ONLINE version February 2013

#### 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\*\*

#### 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:  $1/6^{th}$ 

 Name and Percent WI Owners:
 EOG Resources, Inc.
 100.00%

 Name and Percent ORRI Owners:
 Energen Resources Corporation.
 2.50%

9

ONLINE version February 2013

<sup>\*\*</sup>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.

### **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%

1

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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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:

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

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.

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

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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.	Lesse of Record:	EOG Resources, Inc.	_	
By:	Wendy Dalton Printed name of person	Lease #:	USA NMNM-118726	_	
	Wendy Dalton Agent and Attorney-In-	By:	Wendy Dalton		
	Fact			4	Formatted Table
	Printed name of person Type of authority		Printed name of person		
			Wendy Dalton Agent and	+	Formatted Table
	Agent and Attorney-In-Fact		Attorney-In-Fact		
	Type of authority		Printed name of personType of authority		
			Agent and Attorney-In-Fact		

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Acknowledgments are on fol	llowing page.
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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	
	Printed name of person Agent and Attorney-In-Fact	
	Printed name of personType of authority	
	Type of authority	
	Acknowledgment in a Re	presentative Capacity
State of	)	
	) ss)	
Inis instrument was	acknowledged before me on	ATE
Зу	, as	on behalf of
		, a,
on behalf of said cor		
ni benan oi said coi	poration.	
(Seal)		Signature of Notarial Officer
(Seal)		
(Seal)		Signature of Notarial Officer  My commission expires:
(Seal)		
ONLINE version	n State/Fed/I	My commission expires:
	n State/Fed/I	My commission expires:

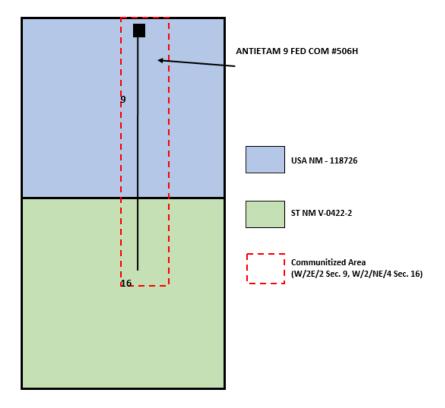
Lessee of Record:	Energen Resources Corpor	ration
Lease #:	ST NM V0-4422-2	
By:		
By.	Printed name of person	
	Agent and Attorney-In-Fac Printed name of personType of auth	e <del>t</del> <u>oority</u>
	Type of authority	
	Acknowledgm	ent in a Representative Capacity
State of	)	
County of	) ss)	
This instrument was	acknowledged before me o	n
		DATE
By	, as	on behalf of Energen Resources
Corporation, a		, on behalf of said corporation.
(Seal)		Signature of Notarial Officer
		My commission expires:
		, commission expires:
ONLINE version February 2013	n Sta	te/Fed/Fee

. Released to Imaging: 1/12/2021 9:03:03 AM

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Exhibit A

 $\label{eq:weights} To\ Communitization\ Agreement\ dated\ August\ 1,\ 2020,\ embracing\ the\ W/2E/2\ Section\ 9\ and\ W/2NE/4\ Section\ 16,\ T25S,\ R33E,\ N.M.P.M.,\ Lea\ County,\ New\ Mexico$ 



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### 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\*\*

### 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:  $1/6^{th}$ 

 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%

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<sup>\*\*</sup>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.

## $\underline{\textbf{RECAPITULATION}}$

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%		

ONLINE version State/Fed/Fee February 2013

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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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:

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

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

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

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

 $(herein after\ referred\ to\ as\ "communitized\ substances")\ producible\ from\ such\ formation$ 

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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.

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

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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.	Lesse of Record:	EOG Resources, Inc.		
By:	Wendy Dalton Printed name of person	Lease #:	USA NMNM-118726	_	
	Wendy Dalton Agent and Attorney-In-	By:	Wendy Dalton		
	Fact			-	Formatted Table
	Printed name of personType of authority		Printed name of person		(
			Wendy Dalton Agent and	+	Formatted Table
	Agent and Attorney-In-Fact		Attorney-In-Fact		
	Type of authority		Printed name of person Type of authority		
			Agent and Attorney-In-Fact Type of authority		

ONLINE version February 2013

Acknowledgment	ts are on following page.
Acknowledgmen	nt 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-Factorporation on behalf of said corporation.	t on behalf of EOG Resources, Inc., a Delaware

Signature of Notarial Officer

My commission expires: \_\_\_

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(Seal)

Lease #:	R & R Royalty LTD., A Texas Limited Partnership By: Magnum O&G, Inc. General Partner of R&R Royalty, LTD.  USA NMNM-118726  Printed name of person Agent and Attorney-In-Fact Printed name of personType of authority  Type of authority			
	Acknowledgment in a Re	epresentative Capacity		
County of	) ss) sacknowledged before me on			
	D	DATE		
	, as		,	
on behalf of said con	rporation.			
(Seal)		Signature of Notarial Officer		
		My commission expires:		
ONLINE version	n State/Fed/	Fee	6	
February 2013	1 State/Fed/	ree		

Lessee of Record:	<b>Energen Resources Corporation</b>	_
Lease #:	ST NM V0-4422-2	_
By:	Printed name of person	_
	Agent and Attorney-In-Fact Printed name of personType of authority	<u> </u>
	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
(Sear)		Signature of Notarial Officer
		My commission expires:

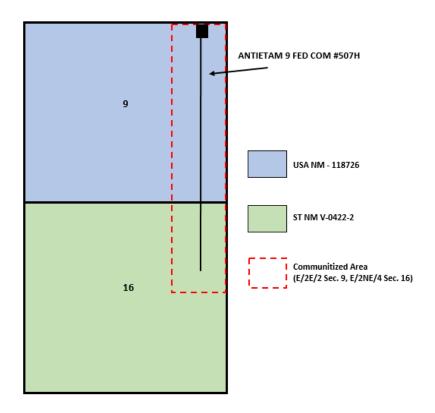
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ONLINE version State/Fed/Fee February 2013

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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



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### 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\*\*

### 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:  $1/6^{th}$ 

 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%

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<sup>\*\*</sup>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.

## 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%

1

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (375) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone: (375) 748-1283 Fax: (575) 748-9720
District III
1000 Rio Brazos Road, Aziec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

\_\_\_ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

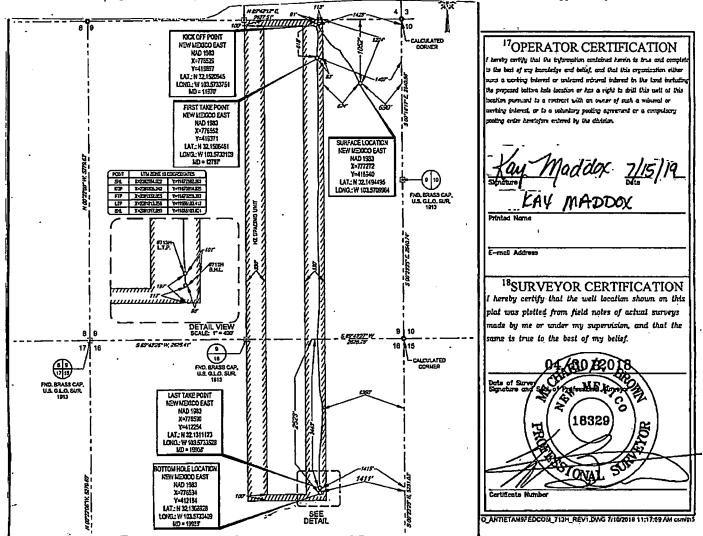
API Numb		<sup>2</sup> Pool Code	Pool Name					
30-025- 45	5476	98180	WC <del>0</del> 925 G-09	S25330 <b>9 P;</b>	Upper Wol	fcamp		
*Property Code		<sup>5</sup> P <sub>1</sub>	operty Name			"Well Number		
987131	ANTIETAM 9 FED COM #713H							
OGRID No.		<sup>8</sup> O <sub>1</sub>	perator Name			Elevation		
7377		EOG RES	OURCES, INC.		İ	3416'		

<sup>10</sup>Surface Location

			11	Bottom Ho	le Location If D	ifferent From Su	rface	-		J
A	9	25-S	33-E	-	1052'	NORTH	690'	EAST	LEA	l
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County	i

UL or lat no.	Section 16	Township 25-S	33-E	Lot Ida	Feet from the 2523	North/South line NORTH	Feet from the	East/West line EAST	County LEA
240.00	<sup>D</sup> Joint or 1	infill it C	ousalidation 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.



Run Date/Time: 12/24/2020 9:20 AM

Total Acres:

Serial Number

01 02-25-1920;041STAT0437;30USC181 Case Type318310: O&G COMMUNITZATION AGRMT

240.000

NMNM 137577

Page 1 Of 2

Commodity 459: OIL & GAS

Case Disposition: AUTHORIZED

**Case File Juris:** 

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 Nu	ımber: NMNM 137577
Mer	Twp Rng	Sec SType	Nr Suff S	Subdivision	District/ Field Office	County	Mgmt Agency
23	0250S 0330E	009 ALIQ	E	2W2;	CARLSBAD FIELD OFFICE I	LEA	BUREAU OF LAND MGMT
23	0250S 0330E	016 ALIQ	E	2NW;	CARLSBAD FIELD OFFICE I	LEA	BUREAU OF LAND MGMT

Relinquished/Withdrawn Lands Serial Number: NMNM-- - 137577

Serial Number: NMNM-- - 137577

Act Date	Act Co	ode 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	Rema	ark Text				Serial Number: NMNM 137577
0001	/A/R	RECAPITULATION EFFEC	TIVE	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	

Run Date/Time: 12/24/2020 9:20 AM (MASS) Serial Register Page Page 2 Of 2

Run Date/Time: 12/24/2020 9:20 AM 01 02-25-1920;041STAT0437;30USC181

(IVIASS) Serial Reg

Total Acres: 240.000

Serial Number NMNM 137576

Page 1 Of 2

Case Type318310: O&G COMMUNITZATION AGRMT

Commodity 459: OIL & GAS

**Case Disposition: AUTHORIZED** 

**Case File Juris:** 

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

					Seriai Nui	mber: MiviMivi 13/5/6
Mer	Twp Rng	Sec SType	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 Co	ode 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;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			

Line Number	Rema	rk Text				Serial Number: NMNM 137576
0001	/A/	RECAPITULATION EF	FECTIVE 04	/19/2017		
0002	TR#	LEASE SERIAL NO	AC COM	MITTED %	INTEREST	
0003	1	NMNM118726	16	0.00	66.666667	
0004	2	STATE	8	0.00	33.333333	
0005		TC	TAL 24	0.00 1	00.00000	

Run Date/Time: 12/24/2020 9:20 AM (MASS) Serial Register Page Page 2 Of 2

Page 1 Of 2

**Serial Number** 

NMNM 139983

**DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CASE RECORDATION** 

Run Date/Time: 12/24/2020 9:20 AM 01 02-25-1920;041STAT0437;30USC181 (MASS) Serial Register Page

Case Type318310: O&G COMMUNITZATION AGRMT

Commodity 459: OIL & GAS

**Case Disposition: AUTHORIZED** 

**Case File Juris:** 

**Total Acres:** 

240.000

Serial Number: NMNM-- - 139983

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

					Serial Nun	nber: NMNM 139983
Mer	Twp Rng	Sec SType	Nr Suff Subdivision	on 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

Serial Number: NMNM-- - 139983 Relinquished/Withdrawn Lands

Serial Number: NMNM-- - 139983

Act Date	Act Co	ode 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	Rema	rk Text				Serial Number: NMNM 139983
0001						
0002	/A/R	ECAPITULATION	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	

Run Date/Time: 12/24/2020 9:20 AM (MASS) Serial Register Page Page 2 Of 2

From: <u>Lisa Trascher</u>

To: McClure, Dean, EMNRD

Subject: [EXT] RE: surface commingling application (PLC-720) for the Antietam 9 Fed Com CTB

Date: Tuesday, January 5, 2021 6:12:14 AM

Attachments: image001.gif

713H New.pdf

## Good Morning Mr. McClure,

After further looking into the Antietam 9 Fed Com 713H well I noticed that there was mistakenly a plat that was amended, the plat that I attached to the original commingle application, that shows an acreage dedication of 480. The actual acreage dedication is 240, as shown on the completed plat which is attached.

Please let me know if you have further questions.

I hope you had a good time over the Holidays.

Thank you,

## Lisa Trascher

Regulatory Specialist



5509 Champions Drive | Midland, TX 79706

Building 1, Room 3003

Direct Line (432) 247-6331 Cell Phone (432) 241-1259

Lisa\_trascher@eogresources.com

From: McClure, Dean, EMNRD < Dean. McClure@state.nm.us>

Sent: Thursday, December 24, 2020 12:23 PM

To: Lisa Trascher < Lisa\_Trascher@eogresources.com>

Subject: surface commingling application (PLC-720) for the Antietam 9 Fed Com CTB

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Trascher,

I am reviewing the surface commingling application (PLC-720) for the commingling project which involves the Antietam 9 Fed Com Central Tank Battery operated by EOG Resources, Inc. (7377).

Please confirm the acreage dedicated to the following well:

30-025-45476 Antietam 9 Fed Com #713H

A-09-25S-33E

98180

Dean McClure

Petroleum Engineer, Oil Conservation Division New Mexico Energy, Minerals and Natural Resources Department (505) 469-8211 From: Engineer, OCD, EMNRD

To: <u>Lisa Trascher</u>

Cc: McClure, Dean, EMNRD; Bratcher, Mike, EMNRD; Kautz, Paul, EMNRD; lisa@rwbyram.com; Glover, James;

kparadis@blm.gov; Walls, Christopher; Holm, Anchor E.; Dawson, Scott

Subject: Approved Administrative Order PLC-720

Date: Tuesday, January 12, 2021 8:44:54 AM

Attachments: PLC720 Order.pdf

NMOCD has issued Administrative Order PLC-720 which authorizes EOG Resources, Inc. (7377) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	Location (NMPM)	Pool Code
30-025-43477	Antietam 9 Fed Com #701H	D-09-25S-33E	98180
30-025-43478	Antietam 9 Fed Com #702H	D-09-25S-33E	98180
30-025-43479	Antietam 9 Fed Com #703H	C-09-25S-33E	98180
30-025-43480	Antietam 9 Fed Com #704H	C-09-25S-33E	98180
30-025-44347	Antietam 9 Fed Com #705H	C-09-25S-33E	98180
30-025-44348	Antietam 9 Fed Com #706H	C-09-25S-33E	98180
30-025-44349	Antietam 9 Fed Com #707H	C-09-25S-33E	98180
30-025-44351	Antietam 9 Fed Com #708H	B-09-25S-33E	98180
30-025-44352	Antietam 9 Fed Com #709H	B-09-25S-33E	98180
30-025-44353	Antietam 9 Fed Com #710H	B-09-25S-33E	98180
30-025-45476	Antietam 9 Fed Com #713H	A-09-25S-33E	98180
30-025-45477	Antietam 9 Fed Com #714H	A-09-25S-33E	98180
30-025-45478	Antietam 9 Fed Com #715H	A-09-25S-33E	98180
30-025-47370	Antietam 9 Fed Com #501H	D-09-25S-33E	96392
30-025-47786	Antietam 9 Fed Com #502Y	D-09-25S-33E	96392
30-025-47372	Antietam 9 Fed Com #503H	D-09-25S-33E	96392
30-025-47373	Antietam 9 Fed Com #504H	C-09-25S-33E	96392
30-025-47374	Antietam 9 Fed Com #505H	C-09-25S-33E	96392
30-025-47375	Antietam 9 Fed Com #506H	B-09-25S-33E	96392
30-025-47481	Antietam 9 Fed Com #507H	B-09-25S-33E	96392
30-025-47482	Antietam 9 Fed Com #508H	B-09-25S-33E	96392
30-025-47359	Antietam 9 Fed Com #754H	A-09-25S-33E	98180
30-025-47382	Antietam 9 Fed Com #755H	A-09-25S-33E	98180
30-025-47360	Antietam 9 Fed Com #756H	A-09-25S-33E	98180

The administrative order is attached to this email and can also be found online at OCD Imaging.

Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.

Dean McClure Petroleum Engineer, Oil Conservation Division New Mexico Energy, Minerals and Natural Resources Department (505) 469-8211

## State of New Mexico Energy, Minerals and Natural Resources Department

# **Notice**

Order: PLC-720

**Operator: EOG Resources, Inc. (7377)** 

**Publication Date:** 

Date Sent: 11/24/2020

	Date Sent: 11/24/2020			
	Noticed Persons			
Date	Person	Certified Tracking Number	Status	
	New Mexico Oil Conservation Division	7019 1640 0001 1667 5631	Delivered	
12/11/2020	Highland Texas Energy Company	7018 1130 0001 3044 3574	Delivered	
11/28/2020	Pioneer Natural Resources Inc.	7018 1130 0001 3044 3581	Delivered	
11/30/2020	Ahuja Children 2012 Long Term Trust	7018 1130 0001 3044 3598	Delivered	
11/27/2020	<b>Energen Resources Corporation</b>	7019 1640 0001 1667 5570	Delivered	
11/30/2020	Mickey Resources, LLC	7019 1640 0001 1667 5587	Delivered	
11/30/2020	Unified Assets Ltd	7019 1640 0001 1667 5594	Delivered	
12/7/2020	Magnum Hunter Production Inc	7019 1640 0001 1667 5600	Delivered	
	BLM	BLM WIS		
	NMSLO			
-				
-				
-				

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

# APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY EOG RESOURCES, INC.

ORDER NO. PLC-720

## **ORDER**

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

## **FINDINGS OF FACT**

- 1. EOG Resources, Inc. ("Operator") submitted a complete application to surface commingle and off-lease measure the oil and gas production ("Application") from the pools, leases, and wells identified in Exhibit A.
- 2. To the extent that ownership is identical, Operator submitted a certification by a licensed attorney or qualified petroleum landman that the ownership in the pools, leases, and wells to be commingled is identical as defined in 19.15.12.7(B) NMAC.
- 3. Operator proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
- 4. To the extent that ownership is diverse, Operator provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
- 5. Operator provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.
- 6. Operator certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
- 7. Operator in the notice for the Application stated that it sought authorization to add additional pools, leases, and wells and identified the parameters to make such additions.
- 8. Operator stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from an infill well which produces from a pool and spacing unit dedicated to a well identified in Exhibit A.
- 9. Operator submitted or intends to submit one or more proposed communitization agreement(s) ("Proposed Agreement(s)") to the BLM or NMSLO, as applicable, identifying

Order No. PLC-720 Page 1 of 4

the leases to be consolidated into a single pooled area ("Pooled Area"), as described in Exhibit B.

## **CONCLUSIONS OF LAW**

- 10. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, and 19.15.12 NMAC.
- 11. Operator satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2), (C)(4)(c), and (C)(4)(e) NMAC, as applicable.
- 12. Operator's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) or (C)(1) NMAC, as applicable.
- 13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) and (C)(4)(h) NMAC.
- 14. Operator satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10(C)(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Operator's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
- 15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

## **ORDER**

- 1. Operator is authorized to surface commingle and off-lease measure oil and gas production from the pools, leases, and wells identified in Exhibit A.
  - Operator is authorized to surface commingle and off-lease measure, as applicable, oil and gas production from an infill well producing from the same pool and spacing unit dedicated to a well identified in Exhibit A.
- 2. For each Pooled Area described in Exhibit B, Operator shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Operator fails to submit the Proposed Agreement, this Order shall terminate on the following day.
- 3. No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Operator shall submit Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Operator withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Operator shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Operator shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Operator shall submit a new surface commingle application to OCD to conform this Order with the

Order No. PLC-720 Page 2 of 4

- approved Agreement(s). If OCD denies the new surface commingle application, this Order shall terminate on the date of such action.
- 4. Operator shall allocate the oil and gas production to each lease within a Pooled Area in proportion to the acreage that each lease bears to the entire acreage of the Pooled Area described in Exhibit B.
- 5. The allocation of oil and gas production to an infill well shall be determined in the same manner as oil and gas production to the well dedicated to the pool and spacing unit.
- 6. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
- 7. Operator shall measure the commingled oil at a central tank battery described in Exhibit A in accordance with 19.15.18.15 NMAC or 19.15.23.8 NMAC.
- 8. Operator shall measure the commingled gas at a central delivery point or central tank battery described in Exhibit A in accordance with 19.15.19.9 NMAC, provided however that if the gas is flared, and regardless of whether OCD has granted an exception pursuant to 19.15.18.12(B) NMAC, Operator shall report the gas in accordance with 19.15.18.12(F) NMAC.
- 9. Operator shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
- 10. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Operator shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Operator fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
- 11. Operator may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B via the OCD Fee Portal in accordance with 19.15.12.10(C)(4)(g) NMAC.
- 12. Operator shall submit Forms C-102 and C-103 to the OCD Engineering Bureau identifying an infill well prior to commingling and off-lease measuring, as applicable, oil and gas production from an infill well with the production from another well.
- 13. Operator shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
- 14. OCD retains jurisdiction and reserves the right to modify or revoke this Order as it deems necessary to prevent waste or protect correlative rights, public health, or the environment.

Order No. PLC-720 Page 3 of 4

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

ADRIENNE SANDOVAL DIRECTOR AS/dm

**DATE:** \_\_\_\_\_1/11/2021

Order No. PLC-720 Page 4 of 4

# State of New Mexico Energy, Minerals and Natural Resources Department

## **Exhibit A**

Order: PLC-720

**Operator: EOG Resources, Inc. (7377)** 

Central Tank Battery: Antietam 9 Fed Com Central Tank Battery

Central Tank Battery Location (NMPM): SW/4 Section 9, Township 25 South, Range 33 East Gas Custody Transfer Meter Location (NMPM): SW/4 Section 9, Township 25 South, Range 33 East

## **Pools**

Pool Name	Pool Code	
WC-025 G-09 S253309P; UPR WOLFCAMP	98180	
DRAPER MILL; BONE SPRING	96392	

## Leases as defined in 19.15.12.7(C) NMAC

Leases	Leases as defined in 15.15.12.7(C) WINAC				
Lease	Lease Location (NMPM)				
<b>CA WC NMNM 137576</b>	W/2 W/2 Sec 9, W/2 NW/4 Sec 16	T25S-R33E			
CA WC NMNM 137577	E/2 W/2 Sec 9, E/2 NW/4 Sec 16	T25S-R33E			
CA WC NMNM 139983	W/2 E/2 Sec 9, W/2 NE/4 Sec 16	T25S-R33E			
NMNM 118726	E/2 E/2	Sec 9-T25S-R33E			
VO 44222	E/2 NE/4	Sec 16-T25S-R33E			
NMNM 118726	W/2 W/2	Sec 9-T25S-R33E			
VO 44222	W/2 NW/4	Sec 16-T25S-R33E			
NMNM 118726	E/2 W/2	Sec 9-T25S-R33E			
VO 44222	E/2 NW/4	Sec 16-T25S-R33E			
NMNM 118726	W/2 E/2	Sec 9-T25S-R33E			
VO 44222	W/2 NE/4	Sec 16-T25S-R33E			

## Wells

Well API	Well Name	Location (NMPM)	<b>Pool Code</b>	Train
30-025-43477	Antietam 9 Fed Com #701H	D-09-25S-33E	98180	
30-025-43478	Antietam 9 Fed Com #702H	D-09-25S-33E	98180	
30-025-43479	Antietam 9 Fed Com #703H	C-09-25S-33E	98180	
30-025-43480	Antietam 9 Fed Com #704H	C-09-25S-33E	98180	
30-025-44347	Antietam 9 Fed Com #705H	C-09-25S-33E	98180	
30-025-44348	Antietam 9 Fed Com #706H	C-09-25S-33E	98180	
30-025-44349	Antietam 9 Fed Com #707H	C-09-25S-33E	98180	
30-025-44351	Antietam 9 Fed Com #708H	B-09-25S-33E	98180	
30-025-44352	Antietam 9 Fed Com #709H	B-09-25S-33E	98180	
30-025-44353	Antietam 9 Fed Com #710H	B-09-25S-33E	98180	
30-025-45476	Antietam 9 Fed Com #713H	A-09-25S-33E	98180	
30-025-45477	Antietam 9 Fed Com #714H	A-09-25S-33E	98180	
30-025-45478	Antietam 9 Fed Com #715H	A-09-25S-33E	98180	
30-025-47370	Antietam 9 Fed Com #501H	D-09-25S-33E	96392	
30-025-47786	Antietam 9 Fed Com #502Y	D-09-25S-33E	96392	
30-025-47372	Antietam 9 Fed Com #503H	D-09-25S-33E	96392	

30-025-47373	Antietam 9 Fed Com #504H	C-09-25S-33E	96392	
30-025-47374	Antietam 9 Fed Com #505H	C-09-25S-33E	96392	
30-025-47375	Antietam 9 Fed Com #506H	B-09-25S-33E	96392	
30-025-47481	Antietam 9 Fed Com #507H	B-09-25S-33E	96392	
30-025-47482	Antietam 9 Fed Com #508H	B-09-25S-33E	96392	
30-025-47359	Antietam 9 Fed Com #754H	A-09-25S-33E	98180	
30-025-47382	Antietam 9 Fed Com #755H	A-09-25S-33E	98180	
30-025-47360	Antietam 9 Fed Com #756H	A-09-25S-33E	98180	

Lease

Acres Pooled Area ID

## State of New Mexico Energy, Minerals and Natural Resources Department

# **Exhibit B**

Order: PLC-720

**Operator: EOG Resources, Inc. (7377)** 

## **Pooled Areas**

Pooled Area	Location (NMPM)		Acres	Pooled Area ID
CA WC BLM	E/2 E/2 Sec 9, E/2 NE/4 Sec 16	T25S-R33E	240	Α
CA BS BLM	W/2 W/2 Sec 9, W/2 NW/4 Sec 16	T25S-R33E	240	В
CA BS BLM	E/2 W/2 Sec 9, E/2 NW/4 Sec 16	T25S-R33E	240	С
CA BS BLM	W/2 E/2 Sec 9. W/2 NE/4 Sec 16	T25S-R33E	240	D
CA BS BLM	E/2 E/2 Sec 9, E/2 NE/4 Sec 16	T25S-R33E	240	E

## **Leases Comprising Pooled Areas**

**Location (NMPM)** 

E/2 E/2	Sec 9-T25S-R33E	160	Α
E/2 NE/4	Sec 16-T25S-R33E	80	Α
W/2 W/2	Sec 9-T25S-R33E	160	В
W/2 NW/4	Sec 16-T25S-R33E	80	В
E/2 W/2	Sec 9-T25S-R33E	160	С
E/2 NW/4	Sec 16-T25S-R33E	80	С
W/2 E/2	Sec 9-T25S-R33E	160	D
W/2 NE/4	Sec 16-T25S-R33E	80	D
E/2 E/2	Sec 9-T25S-R33E	160	E
E/2 NE/4	Sec 16-T25S-R33E	80	E
	E/2 NE/4 W/2 W/2 W/2 NW/4 E/2 W/2 E/2 NW/4 W/2 E/2 W/2 NE/4 E/2 E/2	E/2 NE/4       Sec 16-T25S-R33E         W/2 W/2       Sec 9-T25S-R33E         W/2 NW/4       Sec 16-T25S-R33E         E/2 W/2       Sec 9-T25S-R33E         E/2 NW/4       Sec 16-T25S-R33E         W/2 E/2       Sec 9-T25S-R33E         W/2 NE/4       Sec 16-T25S-R33E         E/2 E/2       Sec 9-T25S-R33E	E/2 NE/4       Sec 16-T25S-R33E       80         W/2 W/2       Sec 9-T25S-R33E       160         W/2 NW/4       Sec 16-T25S-R33E       80         E/2 W/2       Sec 9-T25S-R33E       160         E/2 NW/4       Sec 16-T25S-R33E       80         W/2 E/2       Sec 9-T25S-R33E       160         W/2 NE/4       Sec 16-T25S-R33E       80         E/2 E/2       Sec 9-T25S-R33E       160

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

811 S. First St., Artesia, NM 88210 Phone:(575) 748-1283 Fax:(575) 748-9720 District III
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**State of New Mexico Energy, Minerals and Natural Resources Oil Conservation Division** 1220 S. St Francis Dr. **Santa Fe, NM 87505** 

CONDITIONS

Action 11334

## **CONDITIONS OF APPROVAL**

Operator:			OGRID:	Action Number:	Action Type:
EOG RESOURCES INC	P.O. Box 2267	Midland, TX79702	7377	11334	C-107B

OCD Reviewer	Condition
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval.