



Kaitlyn A. Luck
 Phone (505) 954-7286
 KALuck@hollandhart.com

December 23, 2021

VIA ONLINE FILING

Adrienne Sandoval, Director
 Oil Conservation Division
 New Mexico Department of Energy,
 Minerals and Natural Resources
 1220 South Saint Francis Drive
 Santa Fe, New Mexico 87505

Re: Application of Tap Rock Operating, LLC, to authorize pool and lease commingling, off-lease storage, off lease measurement, and off-lease marketing at the Contest Tank Battery located in the N/2 SW/4 of Section 9, Township 24 South, Range 34 East, NMPM, Lea County, New Mexico.

Dear Ms. Sandoval:

Tap Rock Operating, LLC (OGRID No. 372043) seeks administrative approval, pursuant to 19.15.12.7 NMAC, for pool and lease commingling, off-lease storage, off-lease measurement, and off-lease marketing at the Contest Tank Battery of production from the Red Hills; Bone Spring, North Pool (96434); and the Antelope Ridge; Wolfcamp Pool (2220), from *all existing and future wells drilled in the following spacing units*:

(a) The 160-acre, more or less, spacing unit in the Antelope Ridge; Wolfcamp Pool (2220), underlying the W/2 W/2 of Section 9. The spacing unit is currently dedicated to **The Contest Fed Com #131H well** (API No. 30-025-46673);

(b) The 160-acre, more or less, spacing unit in the Antelope Ridge; Wolfcamp Pool (2220), underlying the E/2 W/2 of Section 9. The spacing unit is currently dedicated to **The Contest Fed Com #132H well** (API No. 30-025-46883) and **The Contest Fed Com #211H well** (API No. 30-025-46678);

(c) The 160-acre, more or less, spacing unit in the Red Hills; Bone Spring, North Pool (96434), underlying the W/2 W/2 of Section 9. The spacing unit is currently dedicated to **The Contest Fed Com #141H well** (API No. 30-025-46676);

(d) The 160-acre, more or less, spacing unit in the Red Hills; Bone Spring, North Pool (96434), underlying the E/2 W/2 of Section 9. The spacing unit is currently dedicated to **The Contest Fed Com #142H well** (API No. 30-025-46877); and

T 505.988.4421 F 505.983.6043
 110 North Guadalupe, Suite 1, Santa Fe, NM 87501-1849
 Mail to: P.O. Box 2208, Santa Fe, NM 87504-2208
www.hollandhart.com

Alaska	Montana	Utah
Colorado	Nevada	Washington, D.C.
Idaho	New Mexico	Wyoming

July 12, 2021

Page 2

(e) Pursuant to 19.15.12.10.C(4)(g), *future spacing units connected to this central tank battery* with notice provided only to the interest owners within these future spacing units.

Oil and gas production from these spacing units will be commingled and sold at the Contest Tank Battery located in the N/2 SW/4 of Section 9. Prior to commingling, gas production from each spacing unit will be separately metered using individual test separators with calibrated orifice meters that are manufactured to AGA specifications. Oil production from each spacing unit will also be separately metered using turbine meters.

Exhibit 1 is a C-102 for each of the wells currently permitted or drilled within the existing spacing units.

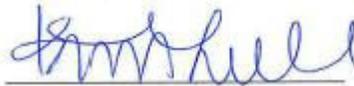
Exhibit 2 is a completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, that includes a statement from Jeff Trlica, Regulatory Analyst with Tap Rock, identifying the facilities and the measurement devices to be utilized, a detailed schematic of the surface facilities (attachment A to the statement), and a referenced gas sample (attachment B to the statement).

Exhibit 3 is a list of the interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest owners that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing. A copy of this application has been provided to the Bureau of Land Management, since federal lands are involved.

Finally, the communitization agreements for the acreage subject to this application are attached as **Exhibit 4**.

Thank you for your attention to this matter, and please feel free to call if you have any questions or require additional information.

Sincerely,



Kaitlyn A. Luck
ATTORNEY FOR TAP ROCK OPERATING, LLC

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

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

FORM C-102

Revised August 1, 2011

Submit one copy to appropriate

District Office

AMENDED REPORT
AS-DRILLED

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-46673		² Pool Code 2220		³ Pool Name ANTELOPE RIDGE; WOLFCAMP	
⁴ Property Code 326773		⁵ Property Name THE CONTEST FED COM			⁶ Well Number 131H
⁷ OGRID No. 372043		⁸ Operator Name TAP ROCK OPERATING, LLC.			⁹ Elevation 3563'

¹⁰Surface Location

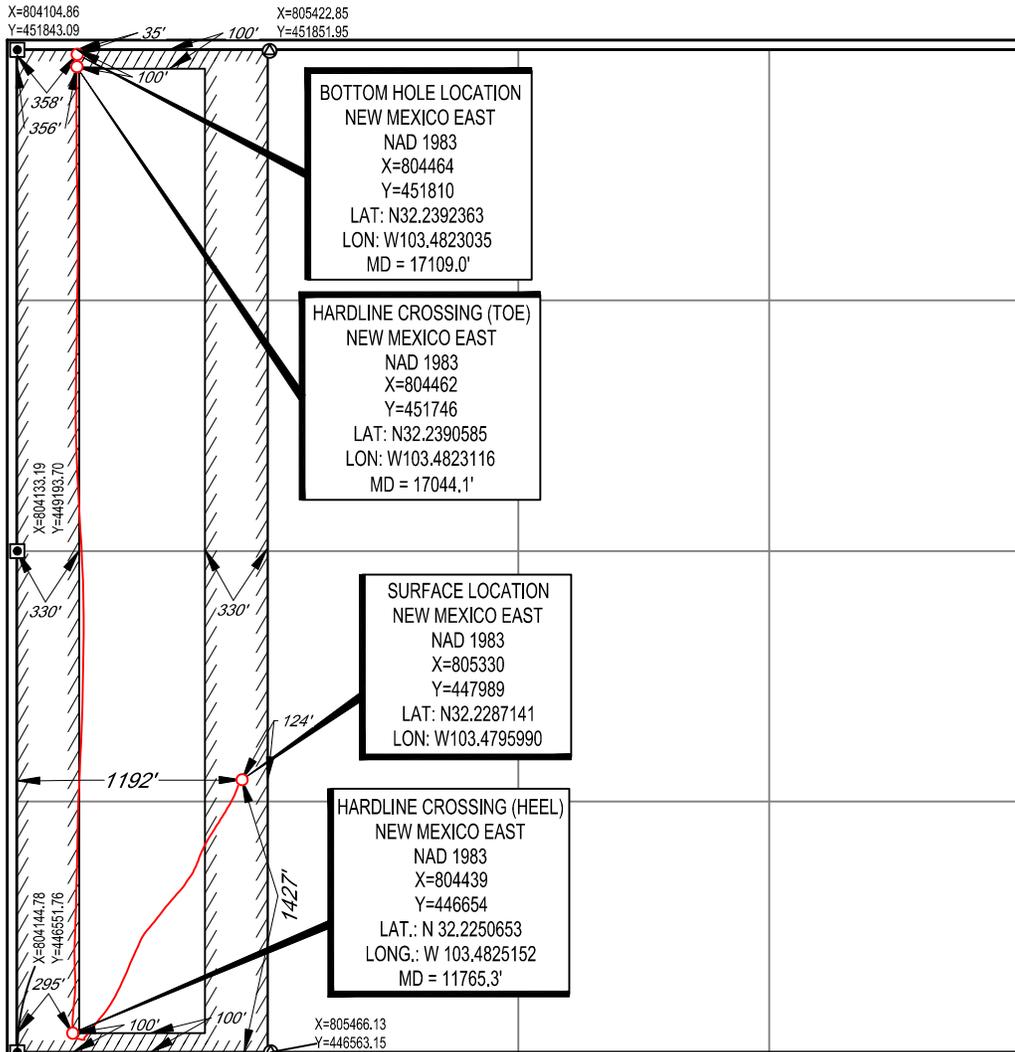
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	9	24-S	34-E	-	1427'	SOUTH	1192'	WEST	LEA

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
D	9	24-S	34-E	-	35'	NORTH	358'	WEST	LEA

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.

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



¹⁷OPERATOR CERTIFICATION

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

Bill Ramsey 6/1/2020
Signature Date

Bill Ramsey
Printed Name

bramsey@taprk.com
E-mail Address

¹⁸SURVEYOR CERTIFICATION

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

02/21/2020
Date of Survey

Angel M. Baeza
Signature and Seal of Professional Surveyor

ANGEL M. BAEZA
NEW MEXICO
25116
PROFESSIONAL SURVEYOR

Certificate Number

Rec'd 7/30/2020 - NMOCD

State of New Mexico
 Energy, Minerals & Natural Resources
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OIL CONSERVATION DIVISION
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FORM C-102

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

AMENDED REPORT
 AS-DRILLED

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-40675 46883		² Pool Code 2220		³ Pool Name ANTELOPE RIDGE; WOLFCAMP	
⁴ Property Code 326773		⁵ Property Name THE CONTEST FED COM			⁶ Well Number 132H
⁷ OGRID No. 372043		⁸ Operator Name TAP ROCK OPERATING, LLC.			⁹ Elevation 3563'

¹⁰Surface Location

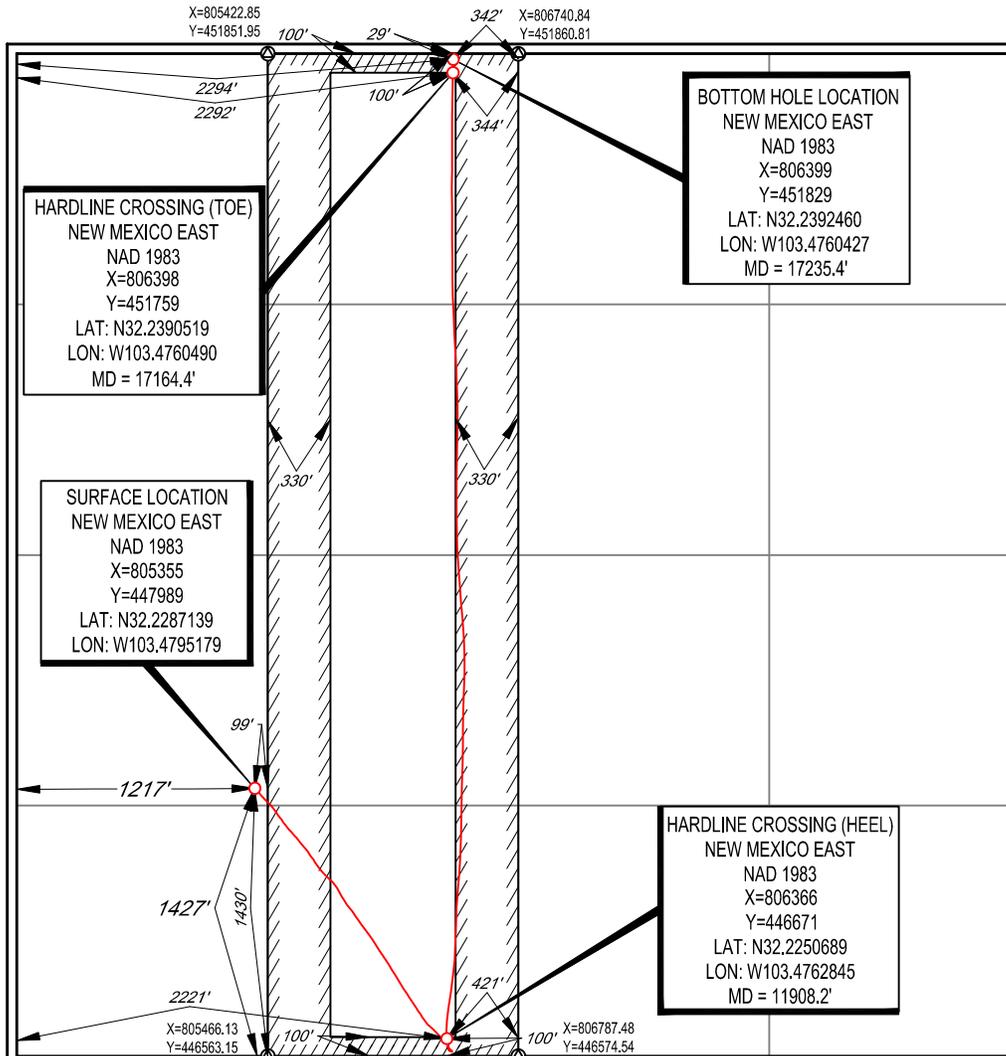
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	9	24-S	34-E	-	1427'	SOUTH	1217'	WEST	LEA

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
C	9	24-S	34-E	-	29'	NORTH	2294'	WEST	LEA

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.

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



¹⁷OPERATOR CERTIFICATION

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

Bill Ramsey 6/1/2020
 Signature Date

Bill Ramsey
 Printed Name

bramsey@taprk.com
 E-mail Address

¹⁸SURVEYOR CERTIFICATION

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

02/21/2020
 Date of Survey

Angel M. Baeza
 Signature and Seal of Professional Surveyor

ANGEL M. BAEZA
 NEW MEXICO
 25116
 PROFESSIONAL SURVEYOR

Certificate Number

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FORM C-102

Revised August 1, 2011

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-46676		² Pool Code 2220		³ Pool Name ANTELOPE RIDGE; WOLFCAMP	
⁴ Property Code 326773		⁵ Property Name THE CONTEST FED COM			⁶ Well Number 141H
⁷ OGRID No. 372043		⁸ Operator Name TAP ROCK OPERATING, LLC.			⁹ Elevation 3562'

¹⁰Surface Location

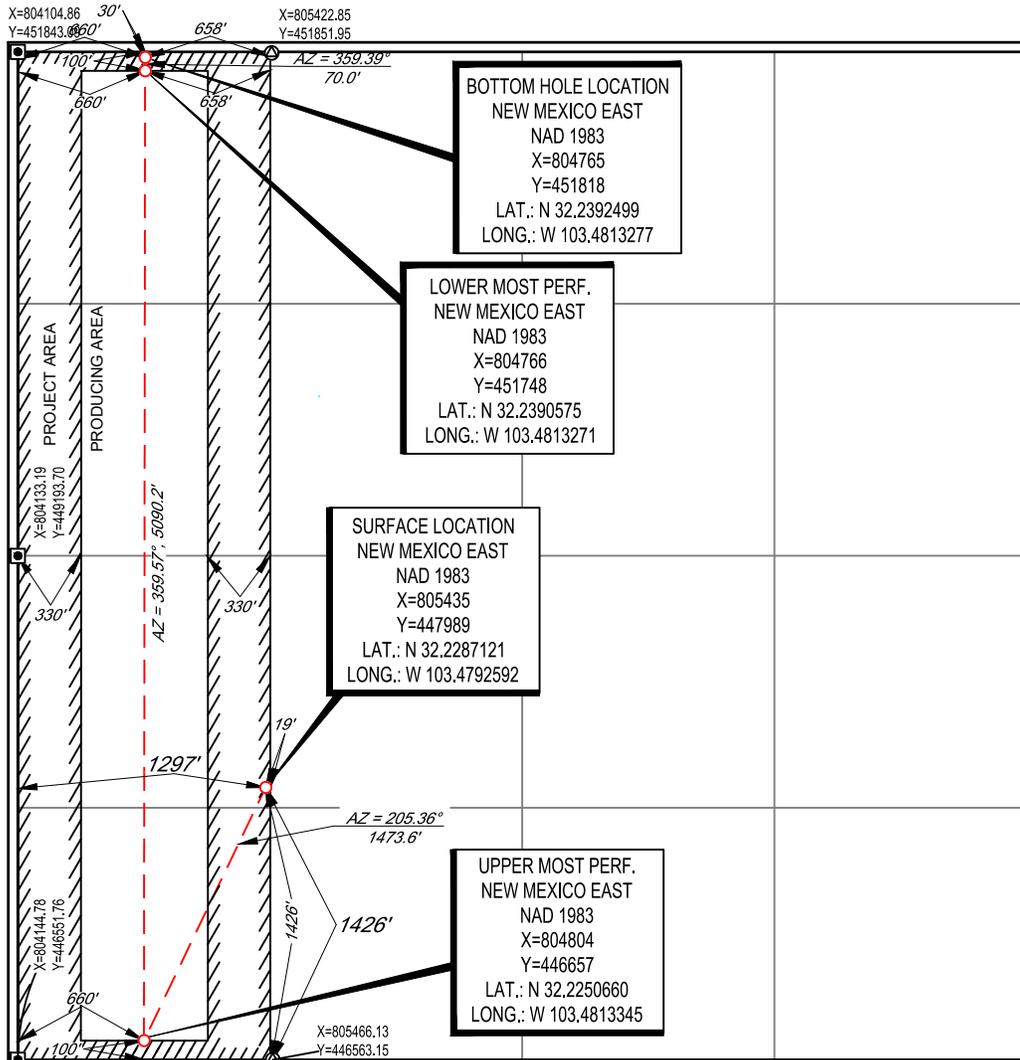
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	9	24-S	34-E	-	1426'	SOUTH	1297'	WEST	LEA

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
D	9	24-S	34-E	-	30'	NORTH	660'	WEST	LEA

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.

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



¹⁷OPERATOR CERTIFICATION

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

[Signature] 11/10/2021

Signature: Jeff Trlica Date: 11/10/2021

Printed Name: jtrlica@taprk.com

E-mail Address: jtrlica@taprk.com

¹⁸SURVEYOR CERTIFICATION

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

02/01/21

Date of Survey: 02/01/21

Signature and Seal of Professional Surveyor: *[Signature]* and Seal of ANGEL M. BAEZA, NEW MEXICO PROFESSIONAL SURVEYOR, No. 25116

Certificate Number: _____

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FORM C-102

Revised August 1, 2011

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AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-46677		² Pool Code 2220		³ Pool Name ANTELOPE RIDGE; WOLFCAMP	
⁴ Property Code 326773		⁵ Property Name THE CONTEST FED COM			⁶ Well Number 142H
⁷ OGRID No. #372043		⁸ Operator Name TAP ROCK OPERATING, LLC.			⁹ Elevation 3562'

¹⁰Surface Location

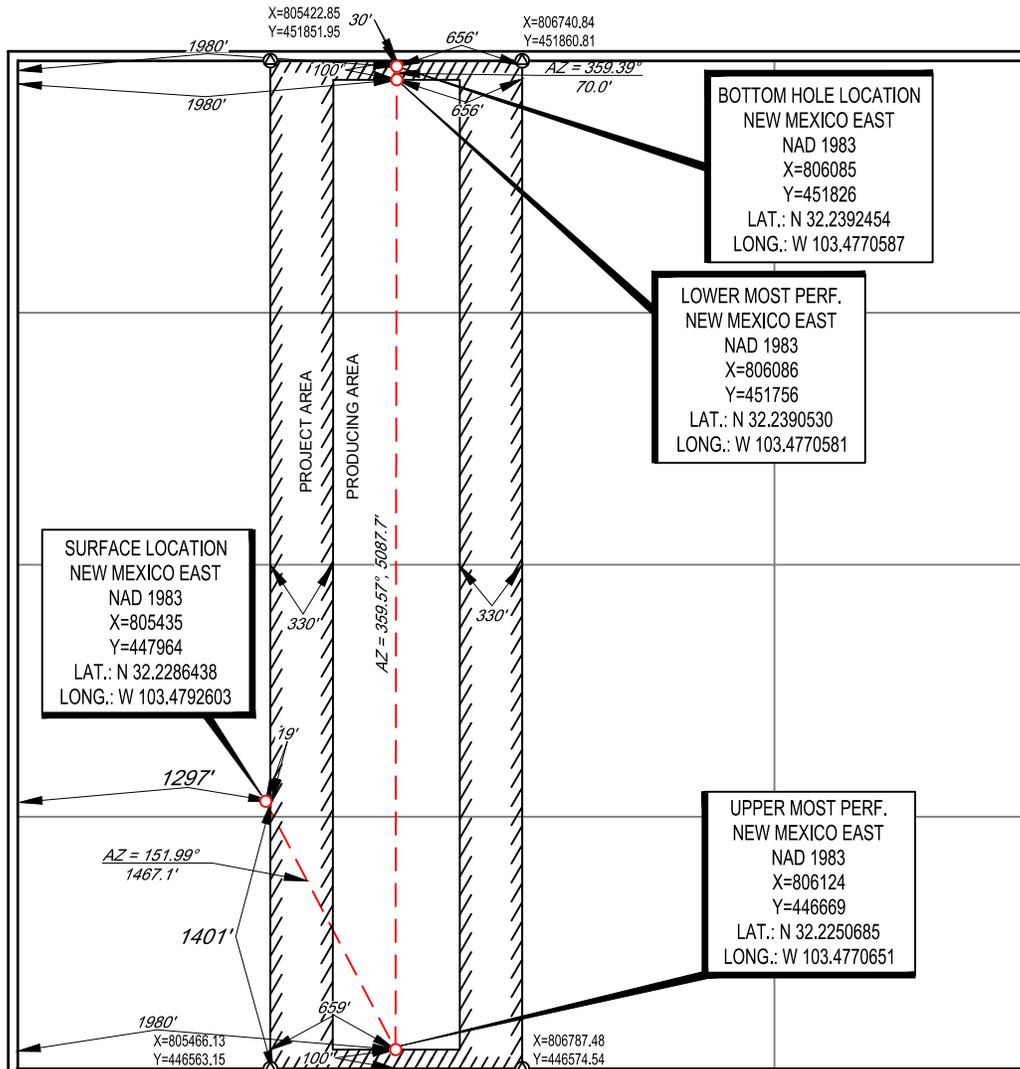
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
K	9	24-S	34-E	-	1401'	SOUTH	1297'	WEST	LEA

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
C	9	24-S	34-E	-	30'	NORTH	1980'	WEST	LEA

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.

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¹⁷OPERATOR CERTIFICATION

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

[Signature] 11/10/2021

Signature Date

Jeff Trlica

Printed Name

jtrlica@taprk.com

E-mail Address

¹⁸SURVEYOR CERTIFICATION

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

02/01/21

Date of Survey

[Signature] *[Seal]*

Signature and Seal of Professional Surveyor

ANGEL M. BAEZA
NEW MEXICO
25116
PROFESSIONAL SURVEYOR

Certificate Number

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Santa Fe, NM 87505

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

AMENDED REPORT
AS-DRILLED

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-025-46678		² Pool Code 2220		³ Pool Name ANTELOPE RIDGE; WOLFCAMP	
⁴ Property Code 326773	⁵ Property Name THE CONTEST FED COM			⁶ Well Number 211H	
⁷ OGRID No. 372043	⁸ Operator Name TAP ROCK OPERATING, LLC.			⁹ Elevation 3563'	

¹⁰Surface Location

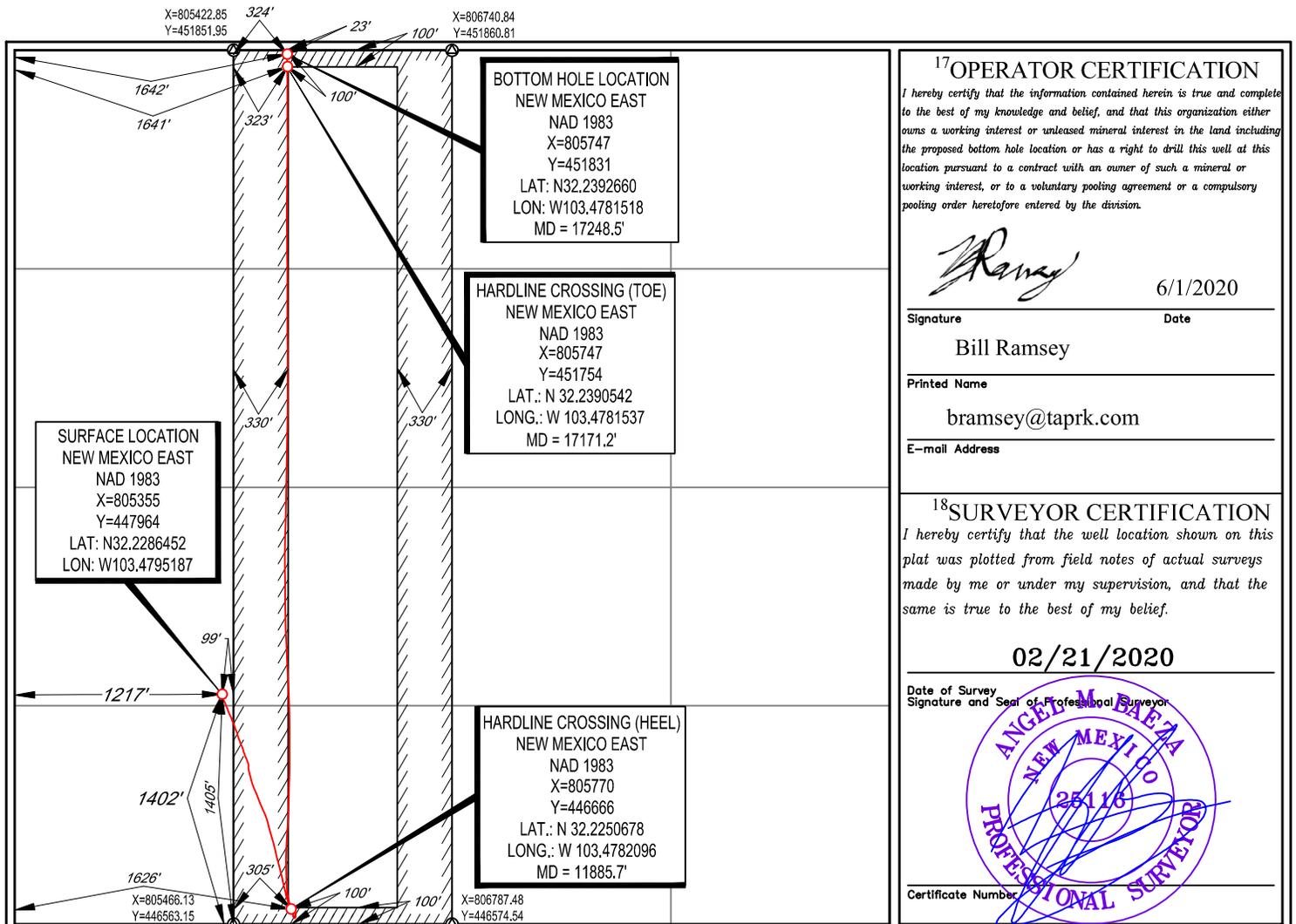
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	9	24-S	34-E	-	1402'	SOUTH	1217'	WEST	LEA

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
C	9	24-S	34-E	-	23'	NORTH	1642'	WEST	LEA

¹² Dedicated Acres	¹³ Joint or Infill	¹⁴ Consolidation Code	¹⁵ Order No.

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



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1220 S. St Francis Dr, Santa Fe, NM
87505

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Tap Rock Operating
OPERATOR ADDRESS: 523 Park Point Dr. Suite 200. Golden, CO 80401

APPLICATION TYPE:
[] Pool Commingling [] Lease Commingling [x] Pool and Lease Commingling [] Off-Lease Storage and Measurement (Only if not Surface Commingled)
LEASE TYPE: [x] Fee [] State [x] Federal

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

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

Table with 6 columns: (1) Pool Names and Codes, Gravities / BTU of Non-Commingled Production, Calculated Gravities / BTU of Commingled Production, Calculated Value of Commingled Production, Volumes. Row 1: See Attached.

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

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

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

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

(1) Complete Sections A and E.

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

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

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

(1) A schematic diagram of facility, including legal location.
(2) A plat with lease boundaries showing all well and facility locations. Include lease numbers if Federal or State lands are involved.
(3) Lease Names, Lease and Well Numbers, and API Numbers.

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

SIGNATURE: [Signature] TITLE: Regulatory Analyst DATE: 11/17/2021
TYPE OR PRINT NAME: Jeff Trlica TELEPHONE NO.: 720-772-5910
E-MAIL ADDRESS: jtrlica@taprk.com

EXHIBIT 2

TAP ROCK RESOURCES, LLC

523 PARK POINT DRIVE, SUITE 200 - GOLDEN, COLORADO 80401



November 17, 2021

New Mexico Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

Re: Application of Tap Rock Operating, LLC for administrative approval for approval to surface commingle (pool commingle) oil and gas production from the spacing units comprised of Section 9, Township 24S, Range 34E Lea County, New Mexico (the "Lands")

To Whom This May Concern,

Tap Rock Operating, LLC ("Tap Rock"), OGRID No. 372043, requests to commingle current oil and gas production from five (5) distinct wells located on the Lands and future production from the Lands as described herein. The wells will be metered through individual liquid coriolis flow meters for oil and orifice meters for gas. The gas commingling will occur after individual measurement at each well. Gas exiting each well test flows into one gathering line, as depicted on **Exhibit A**, the gas gathering line. Each well on the Lands will have its own test separator with a coriolis flow meter for oil and orifice meter for gas manufactured and assembled in accordance with the American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third-party measurement company in accordance with industry specifications.

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

The oil is measured via the coriolis flow meter in accordance with API Chapter 5.6 on each individual well and is calibrated periodically by a third-party measurement company for accuracy. After the oil is individually metered by coriolis flow meters at each well it can be comingled into a heater treater then into the stock tanks or, each well can be isolated into its own individual tank for testing purposes. The gas is measured on a volume and MMBTU basis by an orifice meter on each individual well and supporting EFM equipment in accordance with API Chapter 21.1. The gas is then sent into a gathering line where it is comingled with each of the other well's metered gas. The gathering line is then metered by another orifice meter at the tank battery check meter to show the total volume of gas leaving the tank battery. The tank battery meter is tested and calibrated in accordance with industry specifications and volume and energy and determined on an hourly, daily and monthly basis. Once the gas exits the final tank battery sales check it travels directly into a third-party sales connect meter. The third-party gas gatherer has its

own meter that measures the gas for custody transfer and that meter is also calibrated periodically to ensure measurement accuracy.

In conclusion, all the oil and gas produced on the Lands is and will be metered separately at each wellhead and allocated using accurate measurement equipment according to API specifications.

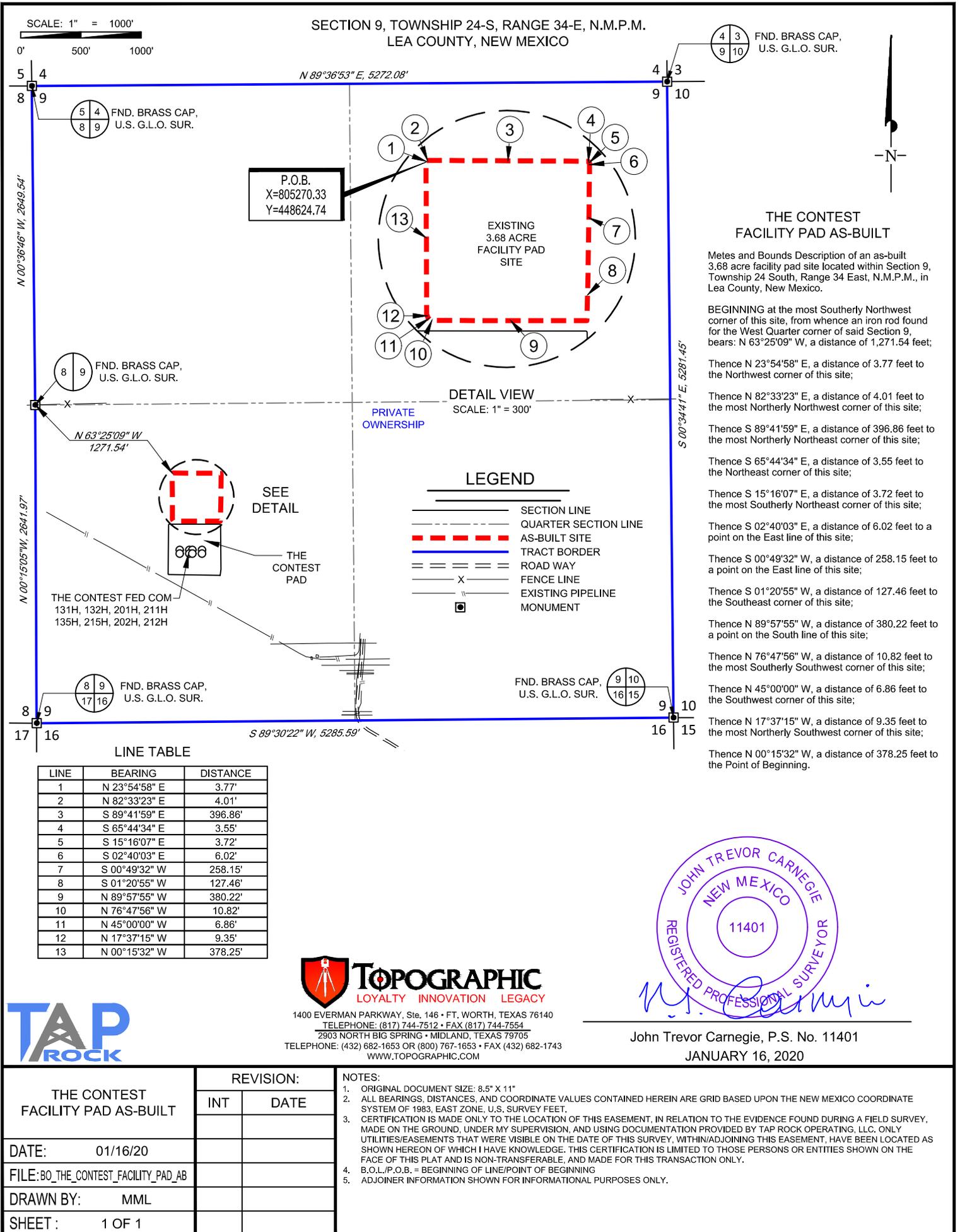
Regards,

TAP ROCK OPERATING, LLC

Jeff Trlica
Regulatory Analyst

**APPLICATION TO POOL COMMINGLE, STORAGE AND SALES FOR OIL AND GAS
PRODUCTION AT THE CONTEST CTB**

Pool	Unit Size	API	Well Name	Well Number	Status	OCD Unit Letter	Section	Township	Range	Date Online	Oil (MBOJ)	GAS (MCFD)	Gravity	BTU/d
(2220) ANTELOPE RIDGE: WOJECAMP	W/2W/2 Section 9	30-025-46673	THE CONTEST FEDERAL.COM	#131H	Active	L	9245	34E	9/5/2020	330	880		49	1300
(2220) ANTELOPE RIDGE: WOJECAMP	E/2W/2 Section 9	30-025-46883	THE CONTEST FEDERAL.COM	#132H	Active	L	9245	34E	9/5/2020	260	550		49	1300
(2220) ANTELOPE RIDGE: WOJECAMP	E/2W/2 Section 9	30-025-46678	THE CONTEST FEDERAL.COM	#211H	Active	L	9245	34E	9/5/2020	175	400		49	1300
(96434) RED HILLS: BONE SPRING, NORTH	W/2W/2 Section 9	30-025-46676	THE CONTEST FEDERAL.COM	#141H	New	K	9245	34E	11/4/2021	770	950		49	1300
(96434) RED HILLS: BONE SPRING, NORTH	E/2W/2 Section 9	30-025-46877	THE CONTEST FEDERAL.COM	#142H	New	L	9245	34E	11/4/2020	940	1100		49	1300



V-102F/G/H
3 PHASE TEST SEPARATORS
4' OD x 20' S/S
250 PSIG @ 150°F
12 VESSELS

V-201
HEATER TREATER
6' OD x 20' S/S
125 PSIG @ 180° F
1 MMBH BURNER

TK-401
GUNBARREL TANK
1200 BBL
16 OZ

TK-412/413
PRODUCED WATER TANKS
1,000 BBL API 12F
125 PSIG @ 180° F
16 OZ PRES.

P-431/432
PW TRANSFER PUMPS
3 x 2-10/75 H.P.

P-301
RECIRC. PUMP
1 x 1.5-8, 3,600 RPM
10 H.P./3 PHASE/480V
4,000 BBL/DAY @ 160 PSIG

TK-301/302/311/312
OIL TANKS
1,000 BBL API 12F
16 OZ

X-311
LACT SKIDS

C-711
VAPOR RECOVERY UNITS

FL-802
HIGH PRESSURE FLARE/
LOW PRESSURE FLARE

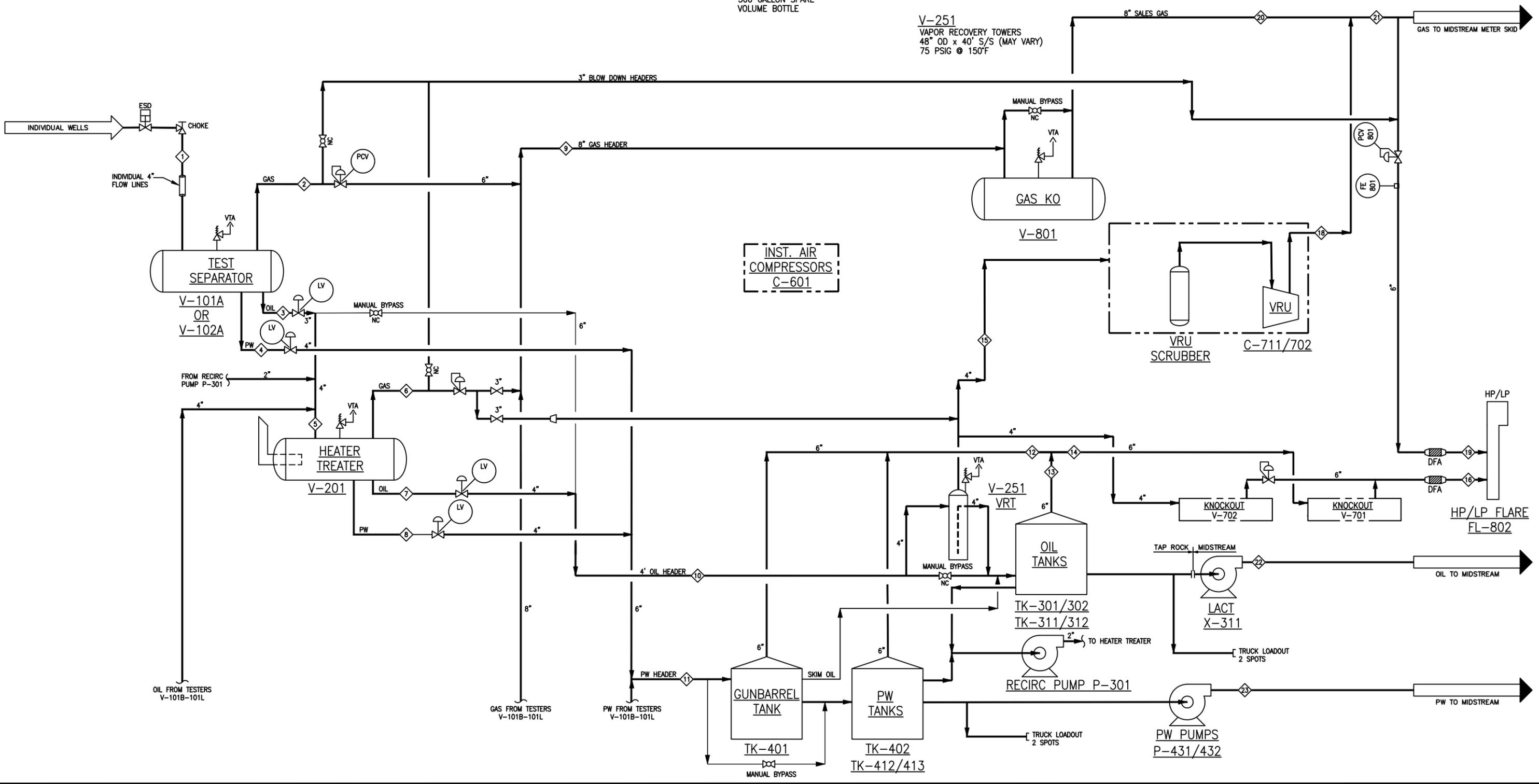
TK-402
PRODUCED WATER TANKS
1,000 BBL API 12F
16 OZ PRES.

C-601
INSTRUMENT AIR COMPRESSORS
120 GALLON
10 H.P.
500 GALLON SPARE
VOLUME BOTTLE

V-801
GAS KO
6' OD x 20' S/S (MAY VARY)
250 PSIG @ 150°F

V-701/702
VAPOR KNOCKOUTS
24" OD x 6'-0" S/S
75 PSIG @ 120° F

V-251
VAPOR RECOVERY TOWERS
48" OD x 40' S/S (MAY VARY)
75 PSIG @ 150°F



NOTES:

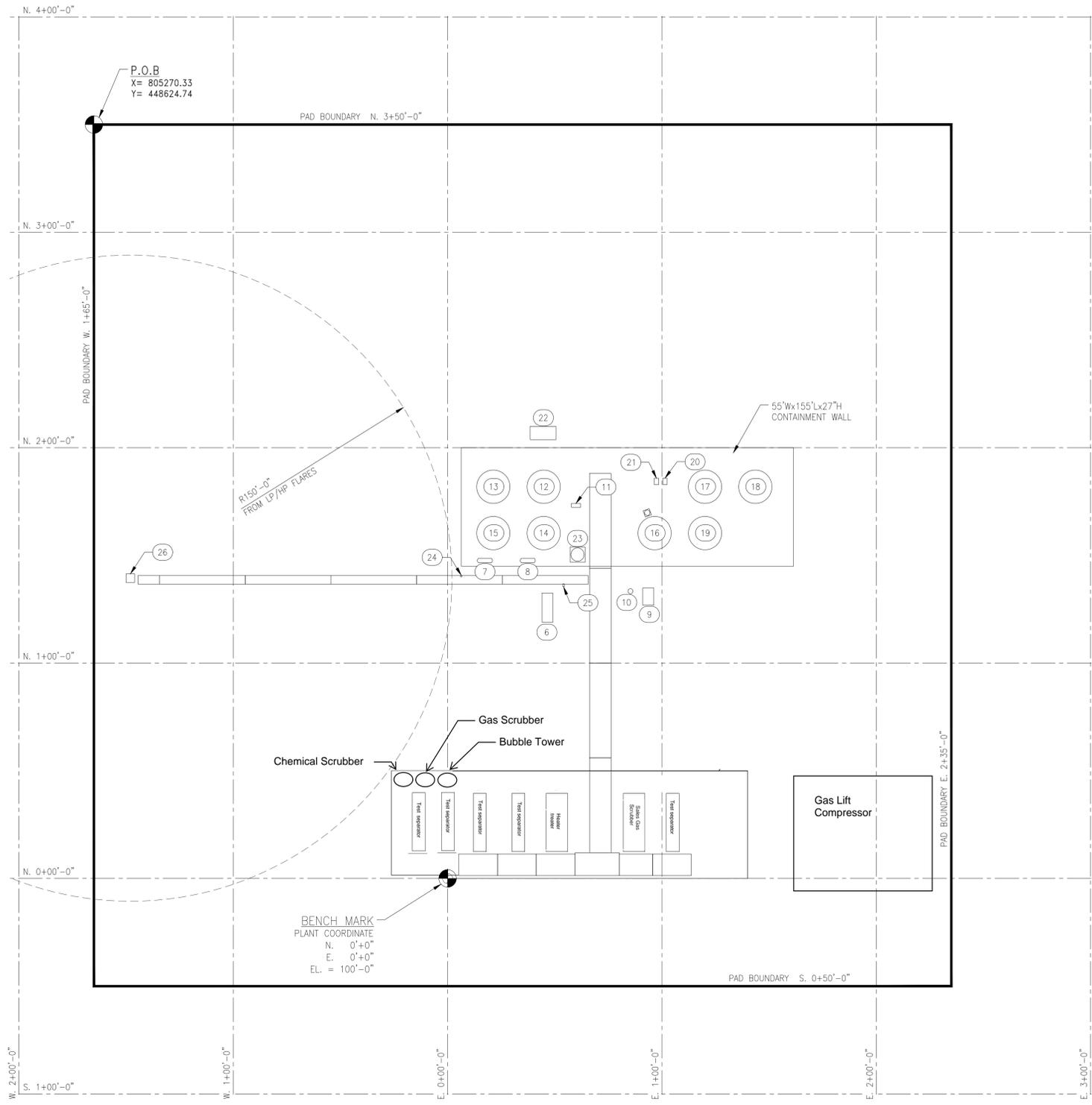
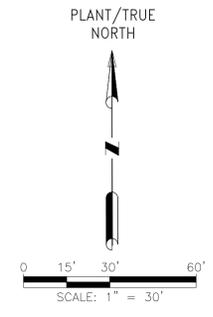


REVISIONS					
▲					
▲					
▲					
▲	UPDATED TEST SEP. TAG NUMBERS	7/1/20	SM	EST	ZM
▲	ISSUED FOR CONSTRUCTION	6/18/20	SM	EST	ZM



PROCESS FLOW DIAGRAM
TAP ROCK RESOURCES
2020 THE CONTEST TANK BATTERY

DRAWN BY: S. MINJAREZ	REVIEWED BY: EST	SCALE: NONE
CHECKED BY: EST	APPROVED BY: ZM	DRAWING NUMBER TAP-TCN-PF-001



FACILITY EQUIPMENT LIST	
1 TEST SEPARATOR V-101A (48"x20')	14 REJECT OIL TANK TK-301 (1000 BBL)
2 TEST SEPARATOR V-101B (48"x20')	15 OIL TANK TK-302 (1000 BBL)
3 TEST SEPARATOR V-101C (48"x20')	16 GUN BARREL WATER TANK TK-401
4 HEATER TREATER V-201 (72"x20')	17 PRODUCED WATER TANK TK-412 (1000 BBL)
5 GAS KNOCKOUT V-801 (72"x20')	18 PRODUCED WATER TANK TK-413 (1000 BBL)
6 VAPOR RECOVERY UNIT C-711	19 PRODUCED WATER TANK TK-402 (1000 BBL)
7 TANK VAPOR KNOCKOUT V-701	20 WATER TRANSFER PUMP 1 P-431
8 VRT VAPOR KNOCKOUT V-702	21 WATER TRANSFER PUMP 2 P-432
9 AIR COMPRESSOR (2) C-601	22 PIPELINE LACT SKID X-321
10 AIR RECEIVER V-601	23 VAPOR RECOVERY TOWER V-251 (48" O.D. x 40')
11 RECIRCULATION PUMP P-301	24 LP/HP FLARE FUEL GAS SCRUBBER V-761
12 OIL TANK TK-311 (1000 BBL)	25 DRIP LEG BLOWCASE BC-701
13 OIL TANK TK-312 (1000 BBL)	26 LP / HP FLARE FL-802

NOTES:



REVISIONS				
△				
△				
△				
△	RE-ISSUED FOR REVIEW	06/18/2020	FR	EB EST
△	ISSUED FOR REVIEW	02/19/2020	FR	EB -



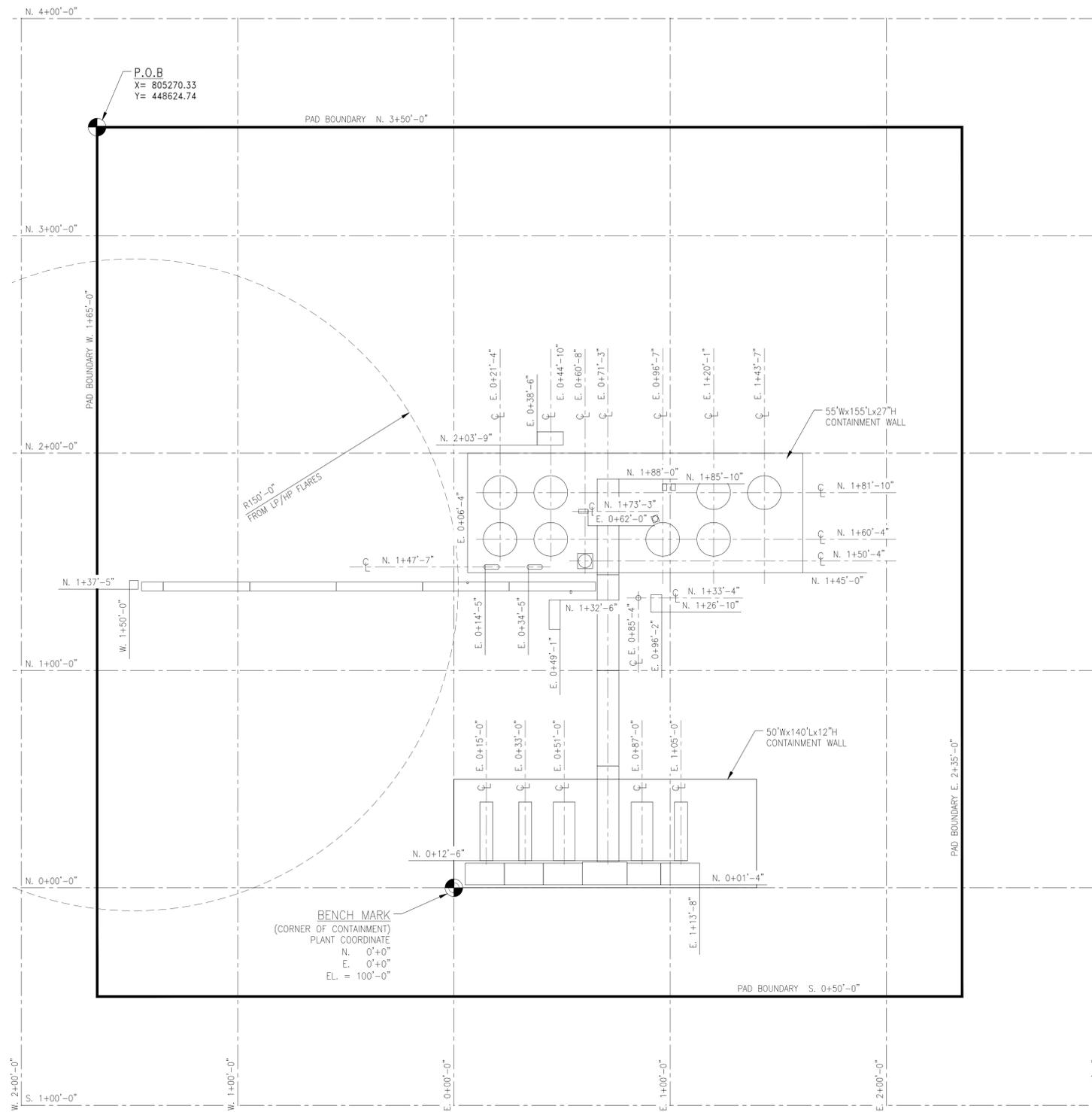
PLOT PLAN
TAP ROCK RESOURCES
THE CONTEST PRODUCTION PAD

DRAWN BY: FR	REVIEWED BY: EST	SCALE: 1"=30'-0"
CHECKED BY: EB	APPROVED BY: -	DRAWING NUMBER TC-PP-1001

PLANT/TRUE NORTH



0 15' 30' 60'
SCALE: 1" = 30'



NOTES:



REVISIONS				
NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR REVIEW	06/18/2020	FR	EB

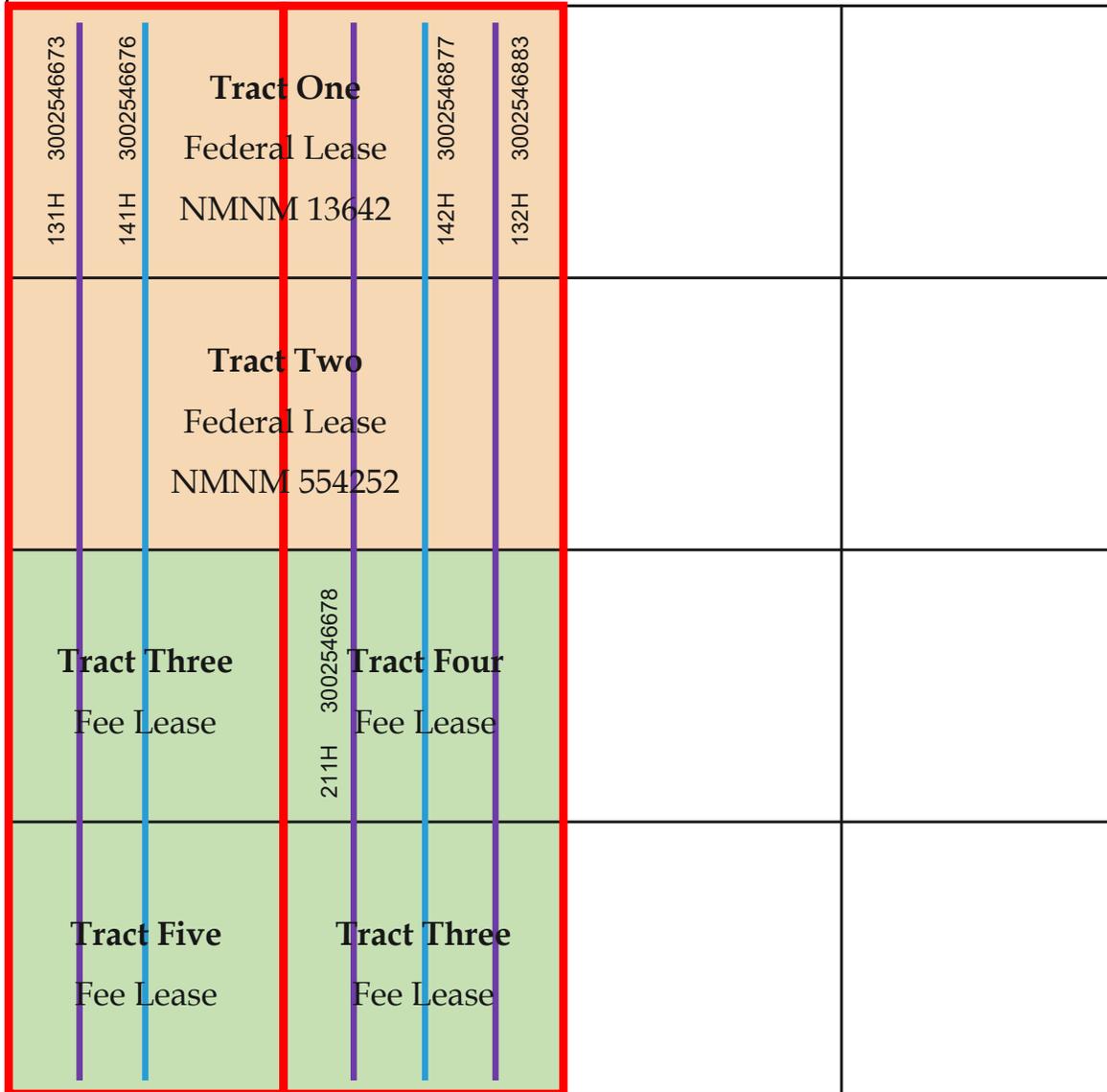


GENERAL ARRANGEMENT
TAP ROCK RESOURCES
THE CONTEST PRODUCTION PAD

DRAWN BY: FR	REVIEWED BY: EST	SCALE: 1"=30'-0"
CHECKED BY: EB	APPROVED BY: -	DRAWING NUMBER TC-PP-1002

The Contest

Section 9, Township 24 South, Range 34 East, Lea County New Mexico



Federal Lease



Fee Acreage



The Contest Project Area



Wolfcamp Wellbores



2nd Bone Spring Wellbores



Kaitlyn A. Luck
Phone (505) 954-7286
KALuck@hollandhart.com

December 14, 2021

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO AFFECTED PARTIES:

Re: Application of Tap Rock Operating, LLC, to authorize pool and lease commingling, off-lease storage, off lease measurement, and off-lease marketing at the Contest Tank Battery located in the N/2 SW/4 of Section 9, Township 24 South, Range 34 East, NMPM, Lea County, New Mexico.

Ladies and Gentlemen:

Enclosed is a copy of the above-referenced application, which was filed with the New Mexico Oil Conservation Division on this date by Tap Rock Operating, LLC (“Tap Rock”) (OGRID No. 372043). Any objection to this application must be filed in writing within twenty days from this date at the Division’s Santa Fe office located at 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division.

This notice is to advise you that the enclosed application for pool and surface commingling is for the wells referenced in the enclosed application. In accordance with Rule 19.15.12.10(C)(4)(g) NMAC, Tap Rock requests the option to include additional pools or spacing units, within the defined parameters set forth in the Order for future additions.

For questions regarding this application, please contact Dana Arnold, General Counsel for Tap Rock Operating, LLC, at (720)-460-3497.

Sincerely,

Kaitlyn A. Luck
ATTORNEY FOR TAP ROCK OPERATING, LLC

EXHIBIT 3

T 505.988.4421 F 505.983.6043
110 North Guadalupe, Suite 1, Santa Fe, NM 87501-1849
Mail to: P.O. Box 2208, Santa Fe, NM 87504-2208
www.hollandhart.com

Alaska	Montana	Utah
Colorado	Nevada	Washington, D.C.
Idaho	New Mexico	Wyoming

Parent ID	Mail Date	Company	Address 1	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/16/2021	Tap Rock Resources LLC, U/T/A/D April 30, 1993	523 Park Point Dr	Golden	CO	80401-9362	Certified with Return Receipt (Signature)	940281189876 5845269871	71508 - Tap Rock - Contest PLC C107B notice list rev - 1
31309	12/16/2021	Tap Rock Minerals LP	523 Park Point Dr Ste 200	Golden	CO	80401-9387	Certified with Return Receipt (Signature)	940281189876 5845269710	71508 - Tap Rock - Contest PLC C107B notice list rev - 2
31309	12/16/2021	Office Of Natural Resources Revenue	PO Box 25627	Denver	CO	80225-0627	Certified with Return Receipt (Signature)	940281189876 5845269758	71508 - Tap Rock - Contest PLC C107B notice list rev - 3
31309	12/16/2021	C/O Texas Bank And Trust Company	PO Box 2749	Longview	TX	75606-2749	Certified with Return Receipt (Signature)	940281189876 5845269765	71508 - Tap Rock - Contest PLC C107B notice list rev - 4
31309	12/16/2021	J-Brex Company	619 S Tyler St Ste 100	Amarillo	TX	79101-2345	Certified with Return Receipt (Signature)	940281189876 5845269727	71508 - Tap Rock - Contest PLC C107B notice list rev - 5
31309	12/16/2021	Jeannette Singleton Cloyd	PO Box 717	Waxahachie	TX	75168-0717	Certified with Return Receipt (Signature)	940281189876 5845269703	71508 - Tap Rock - Contest PLC C107B notice list rev - 6
31309	12/16/2021	Annis Singleton Buell C/O Deborah Coonts	PO Box 3105	Crested Butte	CO	81224-3105	Certified with Return Receipt (Signature)	940281189876 5845269741	71508 - Tap Rock - Contest PLC C107B notice list rev - 7
31309	12/16/2021	TD Minerals LLC	8111 Westchester Dr Ste 900	Dallas	TX	75225-6146	Certified with Return Receipt (Signature)	940281189876 5845269789	71508 - Tap Rock - Contest PLC C107B notice list rev - 8
31309	12/16/2021	Ranchito Ad4, LLP	2100 Ross Ave Ste 1870	Dallas	TX	75201-6773	Certified with Return Receipt (Signature)	940281189876 5845269734	71508 - Tap Rock - Contest PLC C107B notice list rev - 9
31309	12/16/2021	ACRVS LLC, James E Mitschke	9838 N Cadbury Ridge St	Owasso	OK	74055-7730	Certified with Return Receipt (Signature)	940281189876 5845269772	71508 - Tap Rock - Contest PLC C107B notice list rev - 10

Parent ID	Mail Date	Company	Address 1	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/16/2021	Michael Harrison Moore	PO Box 205576	Dallas	TX	75320-5576	Certified with Return Receipt (Signature)	940281189876 5845269918	71508 - Tap Rock - Contest PLC C107B notice list rev - 11
31309	12/16/2021	University Of The Southwest Foundation	6610 N Lovington Hwy	Hobbs	NM	88240-9120	Certified with Return Receipt (Signature)	940281189876 5845269956	71508 - Tap Rock - Contest PLC C107B notice list rev - 12
31309	12/16/2021	Meridian 102 LP, Providence Energy Ltd As AIF	16400 Dallas Pkwy Ste 400	Dallas	TX	75248-2643	Certified with Return Receipt (Signature)	940281189876 5845269963	71508 - Tap Rock - Contest PLC C107B notice list rev - 13
31309	12/16/2021	Roy G Barton Jr	1919 N Turner St	Hobbs	NM	88240-2712	Certified with Return Receipt (Signature)	940281189876 5845269901	71508 - Tap Rock - Contest PLC C107B notice list rev - 14
31309	12/16/2021	Trustees Of The Jal Public Library Fund	PO Box 178	Jal	NM	88252-0178	Certified with Return Receipt (Signature)	940281189876 5845269949	71508 - Tap Rock - Contest PLC C107B notice list rev - 15
31309	12/16/2021	Casper College Foundation	125 College Dr	Casper	WY	82601-4612	Certified with Return Receipt (Signature)	940281189876 5845269987	71508 - Tap Rock - Contest PLC C107B notice list rev - 16
31309	12/16/2021	Prize Energy Resources Inc, Suite 1000	202 S Cheyenne Ave	Tulsa	OK	74103-3000	Certified with Return Receipt (Signature)	940281189876 5845269932	71508 - Tap Rock - Contest PLC C107B notice list rev - 17
31309	12/16/2021	Henson-Crockett Equity Partnership	8225 Douglas Ave Ste 100 Lb 72	Dallas	TX	75225	Certified with Return Receipt (Signature)	940281189876 5845269970	71508 - Tap Rock - Contest PLC C107B notice list rev - 18
31309	12/16/2021	Bole Resources LLC	PO Box 1116	Williston	ND	58802-1116	Certified with Return Receipt (Signature)	940281189876 5845269611	71508 - Tap Rock - Contest PLC C107B notice list rev - 19
31309	12/16/2021	KT Energy Inc	PO Box 727	Spearfish	SD	57783-0727	Certified with Return Receipt (Signature)	940281189876 5845269659	71508 - Tap Rock - Contest PLC C107B notice list rev - 20

Parent ID	Mail Date	Company	Address 1	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/16/2021	Outdoor Entourage Inc	912 Alberta Ave	Bismarck	ND	58503-5500	Certified with Return Receipt (Signature)	940281189876 5845269666	71508 - Tap Rock - Contest PLC C107B notice list rev - 21
31309	12/16/2021	Mel Energy Inc	4721 Kites Ln	Bismarck	ND	58503-8537	Certified with Return Receipt (Signature)	940281189876 5845269628	71508 - Tap Rock - Contest PLC C107B notice list rev - 22
31309	12/16/2021	Pinecrest Partners LP	711 Louisiana St Ste 1660	Houston	TX	77002-2291	Certified with Return Receipt (Signature)	940281189876 5845269604	71508 - Tap Rock - Contest PLC C107B notice list rev - 23
31309	12/16/2021	Pheasant Energy LLC	PO Box 471458	Fort Worth	TX	76147-1458	Certified with Return Receipt (Signature)	940281189876 5845269642	71508 - Tap Rock - Contest PLC C107B notice list rev - 24
31309	12/16/2021	COG Operating LLC	600 W Illinois Ave	Midland	TX	79701-4882	Certified with Return Receipt (Signature)	940281189876 5845269680	71508 - Tap Rock - Contest PLC C107B notice list rev - 25
31309	12/16/2021	Candy Christmas	PO Box 16775	Fernandina Beach	FL	32035-3130	Certified with Return Receipt (Signature)	940281189876 5845269635	71508 - Tap Rock - Contest PLC C107B notice list rev - 26
31309	12/16/2021	Trustee Helen Jane Christmas	PO Box 425	Okarche	OK	73762-0425	Certified with Return Receipt (Signature)	940281189876 5845269673	71508 - Tap Rock - Contest PLC C107B notice list rev - 27
31309	12/16/2021	Christmas Mineral Interests LLC	PO Box 309	Raton	NM	87740-0309	Certified with Return Receipt (Signature)	940281189876 5845269116	71508 - Tap Rock - Contest PLC C107B notice list rev - 28
31309	12/16/2021	Bradford A Christmas	PO Box 173	Wagon Mound	NM	87752-0173	Certified with Return Receipt (Signature)	940281189876 5845269154	71508 - Tap Rock - Contest PLC C107B notice list rev - 29
31309	12/16/2021	Trustee Helen Jane Christmas,	PO Box 72	Watrous	NM	87753-0072	Certified with Return Receipt (Signature)	940281189876 5845269161	71508 - Tap Rock - Contest PLC C107B notice list rev - 30

Parent ID	Mail Date	Company	Address 1	City	ST	Zip	MailClass	TrackingNo	Well
31309	12/16/2021	Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	Certified with Return Receipt (Signature)	940281189876 5845269123	71508 - Tap Rock - Contest PLC C107B notice list rev - 31
31309	12/16/2021	Bureau of Land Management	620 E Greene St	Carlsbad	NM	88220-6292	Certified with Return Receipt (Signature)	940281189876 5845269109	71508 - Tap Rock - Contest PLC C107B notice list rev - 32
31309	12/16/2021	Metrocare Services	1345 River Bend Dr Ste 200	Dallas	TX	75247-6945	Certified with Return Receipt (Signature)	940281189876 5845269192	71508 - Tap Rock - Contest PLC C107B notice list rev - 33
31309	12/16/2021	Bevi Childress	4409 Winding Creek Ct	Arlington	TX	76016-3419	Certified with Return Receipt (Signature)	940281189876 5845269147	71508 - Tap Rock - Contest PLC C107B notice list rev - 34
31309	12/16/2021	Darrell Jones	100 S Main St Ste 221	Duncanville	TX	75116-4770	Certified with Return Receipt (Signature)	940281189876 5845269130	71508 - Tap Rock - Contest PLC C107B notice list rev - 35

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of June 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 24 South, Range 34 East, N.M.P.M.
Section 9: E/2W/2
Lea County, New Mexico

Containing 160.00 acres, and this agreement shall include only the **Wolfcamp Formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

EXHIBIT 4

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 Tap Rock Operating, LLC, 523 Park Point Drive Suite 200, Golden, Colorado 80401. 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 June 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

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

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

<<Remainder of page intentionally left blank, signature page to follow>>

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:

TAP ROCK OPERATING, LLC

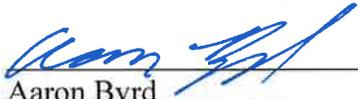
Date: 8-10-2020

By: 
Name: Aaron Byrd
Title: Executive Vice President of Operations

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

TAP ROCK RESOURCES, LLC

Date: 9/15/2020

By: 
Name: Aaron Byrd
Title: Executive Vice President of Operations

MRC PERMIAN COMPANY

Date: _____

By: _____
Name: _____
Title: _____

FR ENERGY, LLC

Date: _____

By: _____
Name: _____
Title: _____

COG OPERATING, LLC

Date: _____

By: _____
Name: _____
Title: _____

DUNNAVANT L N

Date: _____

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

TAP ROCK RESOURCES, LLC

Date: _____

By: _____

Name: Aaron Byrd

Title: Executive Vice President of Operations

MRC PERMIAN COMPANY

Date: _____

By: _____

Name: _____

Title: _____

Date: 8/25/2020

FR ENERGY, LLC

By: _____

Name: TRAVIS M. PACE

Title: VP LAND & BD

COG OPERATING, LLC

Date: _____

By: _____

Name: _____

Title: _____

DUNNAVANT L N

Date: _____

By: _____

Name: _____

Title: _____

ABERCROMBIE MINERALS

Date: _____

By: _____

Name: _____

Title: _____

OVERRIDING ROYALTY INTEREST OWNERS:

TD Minerals, LLC

Pinecrest Partners, LP

Henson-Crockett Equity Partnership

ACRVS, LLC

Annis Singleton Buell

Jeannette Singleton Cloyd

Casper College Foundation

Ranchito AD4, LP

Bole Resources, LLC

KT Energy, Inc.

Outdoor Entourage, Inc.

MEL Energy, Inc.

J-Brex Company

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

This instrument was acknowledged before me on August 10, 2020,
by Aaron Byrd as Executive Vice President of Operations of Tap Rock Operating, LLC, a
Delaware limited liability company, on behalf of same.

(SEAL)

ERICA ROCHELLE HIXSON
Notary Public
State of Colorado
Notary ID # 20174044145
My Commission Expires 10-24-2021

10-24-2021

My Commission Expires

Erica Hixson

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

This instrument was acknowledged before me on September 15, 2020,
by Aaron Byrd as Executive Vice President of Operations of Tap Rock Resources, LLC,
a Delaware limited liability company, on behalf of same.

(SEAL)

RACHELLE REESE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124064461
MY COMMISSION EXPIRES SEPTEMBER 28, 2024

9/28/2024
My Commission Expires

Rachelle Reese
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020,
by _____ as _____ of
MRC Permian Company, a _____ on behalf of
same.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020,
by _____ as _____ of FR
Energy, LLC, a _____ on behalf of same.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020,
by _____ as _____ of
MRC Permian Company, a _____ on behalf of
same.

(SEAL)

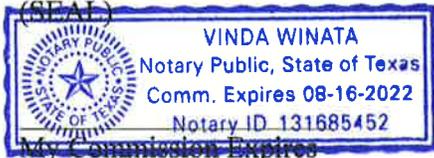
My Commission Expires

Notary Public

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on August 25th, 2020,
by Travis M. Pace as VP Land & Business Development of FR
Energy, LLC, a _____ on behalf of same.

(SEAL)



My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020,
by _____ as _____ of
COG Operating, LLC, a _____ on behalf of
same.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020,
by _____ as _____ of
Dunnavant L N, a _____ on behalf of same.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020,
by _____ as _____ of
Abercrombie Minerals, a _____ on behalf of
same.

(SEAL)

My Commission Expires

Notary Public

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING
INTEREST

COMMUNITIZATION AGREEMENT: _____

I, the undersigned, hereby certify, on behalf of Tap Rock Operating, LLC, 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: 

PRINTED: Aaron Byrd

TITLE: Executive Vice President of Operations

PHONE: (720) 772-3065

EMAIL: Abyrd@taprk.com

EXHIBIT "A"

Plat of communitized area covering 160.00 acres in Township 24 South, Range 34 East,
N.M.P.M. Section 9: E/2W/2, Lea County, New Mexico

Well Name/No.

The Contest Fed Com #132H

Section 9, Township 24 South, Range 34 East, Lea County New Mexico			
	Tract One Federal Lease NMNM 13642		
	Tract Two Federal Lease NMNM 554252		
	Tract Three Fee Lease		
	Tract Four Fee Lease		

-  Federal Lease
-  Fee Acreage
-  The Contest Project Area

EXHIBIT "B"

To Communitization Agreement Dated June 1, 2020, embracing the following described land in Township 24 South, Range 34 East, N.M.P.M. Section 9: E/2W/2, Lea County, New Mexico.

Operator of Communitized Area: Tap Rock Operating, LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Federal Lease No.:	NMNM 013642
Lessor:	United States of America
Date:	May 1, 1971
Recording Information:	Public Record
Legal Description:	Township 24 South, Range 34 East Section 9: NE/4NW/4
Number of Acres:	40 gross acres
Royalty Rate:	12.5%
Current Lessee of Record:	Tap Rock Resources, LLC
Overriding Royalty Interest:	Casper College Foundation; Ranchito AD4, LP; Henson-Crockett Equity Partnership; Bole Resources, LLC; KT Energy, Inc.; Outdoor Entourage, Inc.; MEL Energy, Inc.; J-Brex Company; ACRVS, LLC; Annis Singleton Buell; Jeannette Singleton Cloyd
Record Title:	Dunnivant L N; J B Abercrombie Minerals; COG Operating LLC
Working Interest:	Tap Rock Resources, LLC

Tract No. 2

Federal Lease No.:	NMNM 0554252
Lessor:	United States of America
Date:	July 1, 1964
Recording Information:	Public Record
Legal Description:	Township 24 South, Range 34 East Section 9: SE/4NW4
Number of Acres:	40 gross acres
Royalty Rate:	12.5%
Current Lessee of Record:	Tap Rock Resources, LLC

Overriding Royalty Interest: TD Minerals, LLC; Pinecrest Partners, LP; Henson-Crockett Equity Partnership; ACRVS, LLC; Annis Singleton Buell; Jeannette Singleton Cloyd

Record Title: Dunnivant L N; J B Abercrombie Minerals; COG Operating LLC

Working Interest: Tap Rock Resources, LLC

Tract No. 3

Lessor: Jal Public Library Fund

Date: May 10, 2017

Recording Information: Book 2120, Page 993

Legal Description: Township 24 South, Range 34 East
Section 9: NE/4SW/4

Number of Acres: 40 gross acres

Royalty Rate: 25%

Current Lessee of Record: Tap Rock Resources, LLC

Pooling Authority: Yes

Overriding Royalty Interest: N/A

Working Interest: Tap Rock Resources, LLC

Lessor: Texas Bank & Trust, Trustee of the Dr. & Mrs. J.E. Watkins Scholarship Trust

Date: November 17, 2017

Recording Information: Book 2126, Page 665

Legal Description: Township 24 South, Range 34 East
Section 9: NE/4SW/4

Number of Acres: 40 gross acres

Royalty Rate: 25%

Current Lessee of Record: Tap Rock Resources, LLC

Pooling Authority: Yes

Overriding Royalty Interest: N/A

Working Interest: Tap Rock Resources, LLC

Lessor:	Nathan K. Griffin, Administrator of the Estate of Clara Jane Miller, deceased
Date:	February 16, 2019
Recording Information:	Book 2148, Page 330
Legal Description:	Township 24 South, Range 34 East Section 9: NE/4SW/4
Number of Acres:	40 gross acres
Royalty Rate:	25%
Current Lessee of Record:	Tap Rock Resources, LLC
Pooling Authority:	Yes
Overriding Royalty Interest:	N/A
Working Interest:	Tap Rock Resources, LLC

Tract No. 4

Lessor:	Michael Harrison Moore
Date:	November 10, 2014
Recording Information:	Book 1930, Page 971
Legal Description:	Township 24 South, Range 34 East Section 9: SE/4SW/4
Number of Acres:	40 gross acres
Royalty Rate:	25%
Current Lessee of Record:	Tap Rock Resources, LLC
Pooling Authority:	Yes
Overriding Royalty Interest:	N/A
Working Interest:	Tap Rock Resources, LLC

Lessor:	Meridian 102, LP
Date:	April 24, 2017
Recording Information:	Book 2103, Page 536
Legal Description:	Township 24 South, Range 34 East Section 9: SE/4SW/4
Number of Acres:	40 gross acres
Royalty Rate:	25%
Current Lessee of Record:	FR Energy, LLC
Pooling Authority:	Yes
Overriding Royalty Interest:	N/A
Working Interest:	FR Energy, LLC

Lessor: Ryan Moore, Trustee of the Ryan Moore
SSMTT GST Non-Exempt Trust
Date: December 5, 2017
Recording Information: Book 2126, Page 335
Legal Description: Township 24 South, Range 34 East
Section 9: SE/4SW/4
Number of Acres: 40 gross acres
Royalty Rate: 25%
Current Lessee of Record: Tap Rock Resources, LLC
Pooling Authority: Yes
Overriding Royalty: N/A
Interest:
Working Interest: Tap Rock Resources, LLC

Lessor: Ryan Moore SSMTT GST Exempt Trust,
Ryan Moore as Trustee
Date: December 5, 2017
Recording Information: Book 2126, Page 337
Legal Description: Township 24 South, Range 34 East
Section 9: SE/4SW/4
Number of Acres: 40 gross acres
Royalty Rate: 25%
Current Lessee of Record: Tap Rock Resources, LLC
Pooling Authority: Yes
Overriding Royalty: N/A
Interest:
Working Interest: Tap Rock Resources, LLC

Lessor: University of the Southwest Foundation
Date: March 12, 2019
Recording Information: Book 2147, Page 713
Legal Description: Township 24 South, Range 34 East
Section 9: SE/4SW/4
Number of Acres: 40 gross acres
Royalty Rate: 25%
Current Lessee of Record: Tap Rock Resources, LLC
Pooling Authority: Yes
Overriding Royalty: N/A
Interest:
Working Interest: Tap Rock Resources, LLC

Lessor: Roy G. Barton, Jr.
Date: May 24, 2019
Recording Information: Book 2151, Page 704
Legal Description: Township 24 South, Range 34 East
Section 9: SE/4SW/4
Number of Acres: 40 gross acres
Royalty Rate: 25%
Current Lessee of Record: Tap Rock Resources, LLC
Pooling Authority: Yes
Overriding Royalty: N/A
Interest:
Working Interest: Tap Rock Resources, LLC

Lessor: COG Operating, LLC
Date: Unleased
Recording Information: N/A
Legal Description: Township 24 South, Range 34 East
Section 9: SE/4SW/4
Number of Acres: 40 gross acres
Royalty Rate: N/A
Current Lessee of Record: N/A
Pooling Authority: N/A
Overriding Royalty: N/A
Interest:
Working Interest: COG Operating, LLC

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40	25.000000%
2	40	25.000000%
3	40	25.000000%
4	40	25.000000%
Total	160	100.0000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of June 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 24 South, Range 34 East, N.M.P.M.
Section 9: W/2W/2
Lea County, New Mexico

Containing 160.00 acres, and this agreement shall include only the **Wolfcamp Formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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 Tap Rock Operating, LLC, 523 Park Point Drive Suite 200, Golden, Colorado 80401. 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 June 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

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

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

<<Remainder of page intentionally left blank, signature page to follow>>

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:

TAP ROCK OPERATING, LLC

Date: 8/10/20

By: 
Name: Aaron Byrd
Title: Executive Vice President of Operations

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

TAP ROCK RESOURCES, LLC

Date: 1/15/2020

By: 
Name: Aaron Byrd
Title: Executive Vice President of Operations

MRC PERMIAN COMPANY

Date: _____

By: _____
Name: _____
Title: _____

FR ENERGY, LLC

Date: _____

By: _____
Name: _____
Title: _____

COG OPERATING, LLC

Date: _____

By: _____
Name: _____
Title: _____

DUNNAVANT L N

Date: _____

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

TAP ROCK RESOURCES, LLC

Date: _____

By: _____

Name: Aaron Byrd

Title: Executive Vice President of Operations

MRC PERMIAN COMPANY

Date: _____

By: _____

Name: _____

Title: _____

FR ENERGY, LLC

Date: 8/25/2022

By: 

Name: DAVIS M. PACE

Title: VP Land & BD

COG OPERATING, LLC

Date: _____

By: _____

Name: _____

Title: _____

DUNNAVANT L N

Date: _____

By: _____

Name: _____

Title: _____

ABERCROMBIE MINERALS

Date: _____

By: _____

Name: _____

Title: _____

OVERRIDING ROYALTY INTEREST OWNERS:

TD Minerals, LLC

Pinecrest Partners, LP

Henson-Crockett Equity Partnership

ACRVS, LLC

Annis Singleton Buell

Jeannette Singleton Cloyd

Casper College Foundation

Ranchito AD4, LP

Bole Resources, LLC

KT Energy, Inc.

Outdoor Entourage, Inc.

MEL Energy, Inc.

J-Brex Company

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

This instrument was acknowledged before me on August 10, 2020,
by Aaron Byrd as Executive Vice President of Operations of Tap Rock Operating, LLC, a
Delaware limited liability company, on behalf of same.

(SEAL)

10-24-2021
My Commission Expires

ERICA ROCHELLE HIXSON
Notary Public
State of Colorado
Notary ID # 20174044145
My Commission Expires 10-24-2021

Erica Hixson
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

This instrument was acknowledged before me on September 15, 2020,
by Aaron Byrd as Executive Vice President of Operations of Tap Rock Resources, LLC,
a Delaware limited liability company, on behalf of same.

(SEAL)

9/28/2024
My Commission Expires

RACHELLE REESE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124064461
MY COMMISSION EXPIRES SEPTEMBER 28, 2024

Rachelle Reese
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020,
by _____ as _____ of
MRC Permian Company, a _____ on behalf of
same.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020,
by _____ as _____ of FR
Energy, LLC, a _____ on behalf of same.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020,
by _____ as _____ of
MRC Permian Company, a _____ on behalf of
same.

(SEAL)

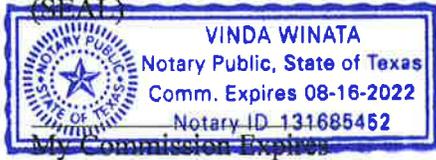
My Commission Expires

Notary Public

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on August 25th, 2020,
by Travis M. Pace as VP Land & Business Development of FR
Energy, LLC, a _____ on behalf of same.

(SEAL)



Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020,
by _____ as _____ of
COG Operating, LLC, a _____ on behalf of
same.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020,
by _____ as _____ of
Dunnavant L N, a _____ on behalf of same.

(SEAL)

My Commission Expires

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020,
by _____ as _____ of
Abercrombie Minerals, a _____ on behalf of
same.

(SEAL)

My Commission Expires

Notary Public

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT: _____

I, the undersigned, hereby certify, on behalf of Tap Rock Operating, LLC, 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: 

PRINTED: Aaron Byrd

TITLE: Executive Vice President of Operations

PHONE: (720) 772-3065

EMAIL: Abyrd@taprk.com

EXHIBIT "A"

Plat of communitized area covering 160.00 acres in Township 24 South, Range 34 East,
N.M.P.M. Section 9: W/2W/2, Lea County, New Mexico

Well Name/No.

The Contest Fed Com #131H

Section 9, Township 24 South, Range 34 East, Lea County New Mexico			
Tract One Federal Lease NMNM 13642			
Tract Two Federal Lease NMNM 554252			
Tract Three Fee Lease			
Tract Four Fee Lease			

-  Federal Lease
-  Fee Acreage
-  The Contest Project Area

EXHIBIT "B"

To Communitization Agreement Dated June 1, 2020, embracing the following described land in Township 24 South, Range 34 East, N.M.P.M. Section 9: W/2W/2, Lea County, New Mexico.

Operator of Communitized Area: Tap Rock Operating, LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Federal Lease No.:	NMNM 013642
Lessor:	United States of America
Date:	May 1, 1971
Recording Information:	Public Record
Legal Description:	Township 24 South, Range 34 East Section 9: NW/4NW/4
Number of Acres:	40 gross acres
Royalty Rate:	12.5%
Current Lessee of Record:	Tap Rock Resources, LLC
Overriding Royalty Interest:	Casper College Foundation; Ranchito AD4, LP; Henson-Crockett Equity Partnership; Bole Resources, LLC; KT Energy, Inc.; Outdoor Entourage, Inc.; MEL Energy, Inc.; J-Brex Company; ACRVS, LLC; Annis Singleton Buell; Jeannette Singleton Cloyd
Record Title:	Dunnivant L N; J B Abercrombie Minerals; COG Operating LLC
Working Interest:	Tap Rock Resources, LLC

Tract No. 2

Federal Lease No.:	NMNM 0554252
Lessor:	United States of America
Date:	July 1, 1964
Recording Information:	Public Record
Legal Description:	Township 24 South, Range 34 East Section 9: SW/4NW4
Number of Acres:	40 gross acres
Royalty Rate:	12.5%
Current Lessee of Record:	Tap Rock Resources, LLC

Overriding Royalty Interest: TD Minerals, LLC; Pinecrest Partners, LP; Henson-Crockett Equity Partnership; ACRVS, LLC; Annis Singleton Buell; Jeannette Singleton Cloyd

Record Title: Dunnivant L N; J B Abercrombie Minerals; COG Operating LLC

Working Interest: Tap Rock Resources, LLC

Tract No. 3

Lessor: Michael Harrison Moore
 Date: November 10, 2014
 Recording Information: Book 1930, Page 971
 Legal Description: Township 24 South, Range 34 East
 Section 9: NW/4SW/4

Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty Interest: N/A
 Working Interest: Tap Rock Resources, LLC

Lessor: Meridian 102, LP
 Date: April 24, 2017
 Recording Information: Book 2103, Page 536
 Legal Description: Township 24 South, Range 34 East
 Section 9: NW/4SW/4

Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: FR Energy, LLC
 Pooling Authority: Yes
 Overriding Royalty Interest: N/A
 Working Interest: FR Energy, LLC

Lessor: Ryan Moore, Trustee of the Ryan Moore SSMTT GST Non-Exempt Trust
 Date: December 5, 2017
 Recording Information: Book 2126, Page 335
 Legal Description: Township 24 South, Range 34 East
 Section 9: NW/4SW/4

Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty Interest: N/A
 Working Interest: Tap Rock Resources, LLC

Lessor: Ryan Moore SSMTT GST Exempt Trust,
 Ryan Moore as Trustee
 Date: December 5, 2017
 Recording Information: Book 2126, Page 337
 Legal Description: Township 24 South, Range 34 East
 Section 9: NW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty Interest: N/A
 Working Interest: Tap Rock Resources, LLC

Lessor: University of the Southwest Foundation
 Date: March 12, 2019
 Recording Information: Book 2147, Page 713
 Legal Description: Township 24 South, Range 34 East
 Section 9: NW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty Interest: N/A
 Working Interest: Tap Rock Resources, LLC

Lessor: Roy G. Barton, Jr.
 Date: May 24, 2019
 Recording Information: Book 2151, Page 704
 Legal Description: Township 24 South, Range 34 East
 Section 9: NW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty Interest: N/A

Interest:
Working Interest: Tap Rock Resources, LLC

Lessor: COG Operating, LLC
Date: Unleased
Recording Information: N/A
Legal Description: Township 24 South, Range 34 East
Section 9: NW/4SW/4
Number of Acres: 40 gross acres
Royalty Rate: N/A
Current Lessee of Record: N/A
Pooling Authority: N/A
Overriding Royalty: N/A
Interest:
Working Interest: COG Operating, LLC

Tract No. 4

Lessor: Joyce A. Brown
Date: July 31, 2017
Recording Information: Book 2121, Page 986
Legal Description: Township 24 South, Range 34 East
Section 9: SW/4SW/4
Number of Acres: 40 gross acres
Royalty Rate: 25%
Current Lessee of Record: Tap Rock Resources, LLC
Pooling Authority: Yes
Overriding Royalty: N/A
Interest:
Working Interest: Tap Rock Resources, LLC

Lessor: Candy Christmas
Date: July 31, 2017
Recording Information: Book 2121, Page 987
Legal Description: Township 24 South, Range 34 East
Section 9: SW/4SW/4
Number of Acres: 40 gross acres
Royalty Rate: 25%
Current Lessee of Record: Tap Rock Resources, LLC
Pooling Authority: Yes
Overriding Royalty: N/A
Interest:
Working Interest: Tap Rock Resources, LLC

Lessor: Helen Jane Christmas Barby, Trustee of the
Helen Jane Christmas Barby Trust Under
Trust Agreement dated 2/14/92

Date: August 4, 2017

Recording Information: Book 2121, Page 985

Legal Description: Township 24 South, Range 34 East
Section 9: SW/4SW/4

Number of Acres: 40 gross acres

Royalty Rate: 25%

Current Lessee of Record: Tap Rock Resources, LLC

Pooling Authority: Yes

Overriding Royalty Interest: N/A

Working Interest: Tap Rock Resources, LLC

Lessor: Christmas Mineral Interests, LLC

Date: November 20, 2017

Recording Information: Book 2127, Page 874

Legal Description: Township 24 South, Range 34 East
Section 9: SW/4SW/4

Number of Acres: 40 gross acres

Royalty Rate: 25%

Current Lessee of Record: Tap Rock Resources, LLC

Pooling Authority: Yes

Overriding Royalty Interest: N/A

Working Interest: Tap Rock Resources, LLC

Lessor: Bradford A. Christmas

Date: November 20, 2017

Recording Information: Book 2127, Page 875

Legal Description: Township 24 South, Range 34 East
Section 9: SW/4SW/4

Number of Acres: 40 gross acres

Royalty Rate: 25%

Current Lessee of Record: Tap Rock Resources, LLC

Pooling Authority: Yes

Overriding Royalty Interest: N/A

Working Interest: Tap Rock Resources, LLC

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40	25.000000%
2	40	25.000000%
3	40	25.000000%
4	40	25.000000%
Total	160	100.0000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of August 2021, 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 24 South, Range 34 East, N.M.P.M.
Section 9: W/2W/2
Lea County, New Mexico

Containing 160.00 acres, and this agreement shall include only the **Bone Spring Formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the

operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be Tap Rock Operating, LLC, 523 Park Point Drive Suite 200, Golden, Colorado 80401. 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 June 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

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

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

<<Remainder of page intentionally left blank, signature page to follow>>

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:

TAP ROCK OPERATING, LLC

Date: 9/1/2024

By: 
Name: Clayton Sporich
Title: EVP – Land & Legal

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

TAP ROCK RESOURCES, LLC

Date: 9/1/2021

By: 
Name: Clayton Sporich
Title: EVP – Land & Legal

FR ENERGY, LLC

Date: _____

By: _____
Name: _____
Title: _____

PRIZE ENERGY RESOURCES, INC.

Date: _____

By: _____
Name: _____
Title: _____

COG OPERATING, LLC

Date: _____

By: _____
Name: _____
Title: _____

DUNNAVANT, L N

Date: _____

By: _____
Name: _____
Title: _____

ABERCROMBIE MINERALS

Date: _____

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

TAP ROCK RESOURCES, LLC

Date: _____

By: _____

Name: Clayton Sporich

Title: EVP – Land & Legal

FR ENERGY, LLC

Date: _____

By: _____

Name: *Ernie W. Pasco*

Title: *CEO*

PRIZE ENERGY RESOURCES, INC.

Date: _____

By: _____

Name: _____

Title: _____

COG OPERATING, LLC

Date: _____

By: _____

Name: _____

Title: _____

DUNNAVANT, L N

Date: _____

By: _____

Name: _____

Title: _____

ABERCROMBIE MINERALS

Date: _____

By: _____

Name: _____

Title: _____

OVERRIDING ROYALTY INTEREST OWNERS:

TD Minerals, LLC

Pinecrest Partners, LP

Henson-Crockett Equity Partnership

ACRVS, LLC

Annis Singleton Buell

Jeannette Singleton Cloyd

Casper College Foundation

Ranchito AD4, LP

Bole Resources, LLC

KT Energy, Inc.

Outdoor Entourage, Inc.

MEL Energy, Inc.

J-Brex Company

Tap Rock Minerals, LLC

Prize Energy Resources, Inc.

ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

This instrument was acknowledged before me on September 1, 2021,
by Clayton Sporich as Executive Vice President of Land & Legal of Tap Rock Operating,
LLC, a Delaware limited liability company, on behalf of same.

(SEAL)

RACHELLE REESE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124064461
MY COMMISSION EXPIRES SEPTEMBER 28, 2024

9/28/2024
My Commission Expires

Rachelle Reese
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

This instrument was acknowledged before me on September 1, 2021,
by Clayton Sporich as Executive Vice President of Land & Legal of Tap Rock
Resources, LLC, a Delaware limited liability company, on behalf of same.

(SEAL)

RACHELLE REESE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124064461
MY COMMISSION EXPIRES SEPTEMBER 28, 2024

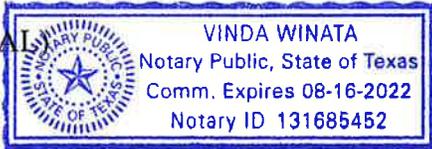
9/28/2024
My Commission Expires

Rachelle Reese
Notary Public

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on August 24th, 2021,
by Travis M. Pace as CEO of FR
Energy, LLC, a _____ on behalf of same.

(SEAL)



My Commission Expires _____

A handwritten signature in black ink, appearing to read "Vinda Winata".

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021,
by _____ as _____ of
COG Operating, LLC, a _____ on behalf of
same.

(SEAL)

My Commission Expires _____

Notary Public

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT: _____

I, the undersigned, hereby certify, on behalf of Tap Rock Operating, LLC, 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: 
PRINTED: Clayton Sporich
TITLE: EVP - Land & Legal
PHONE: (720) 772-5093
EMAIL: csporich@taprk.com

EXHIBIT "A"

Plat of communitized area covering 160.00 acres in Township 24 South, Range 34 East,
N.M.P.M. Section 9: W/2W/2, Lea County, New Mexico

Well Name/No.

The Contest Fed Com #141H

Section 9, Township 24 South, Range 34 East, Lea County New Mexico			
Tract One Federal Lease NMNM 13642			
Tract Two Federal Lease NMNM 554252			
Tract Three Fee Lease			
Tract Four Fee Lease			

-  Federal Lease
-  Fee Acreage
-  The Contest Project Area

EXHIBIT "B"

To Communitization Agreement Dated August 1, 2021, embracing the following described land in Township 24 South, Range 34 East, N.M.P.M. Section 9: W/2W/2, Lea County, New Mexico.

Operator of Communitized Area: Tap Rock Operating, LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Federal Lease No.:	NMNM 013642
Lessor:	United States of America
Date:	May 1, 1971
Recording Information:	Public Record
Legal Description:	Township 24 South, Range 34 East Section 9: NW/4NW/4
Number of Acres:	40 gross acres
Royalty Rate:	12.5%
Current Lessee of Record:	Tap Rock Resources, LLC
Overriding Royalty Interest:	Casper College Foundation; Ranchito AD4, LP; Henson-Crockett Equity Partnership; Bole Resources, LLC; KT Energy, Inc.; Outdoor Entourage, Inc.; MEL Energy, Inc.; J-Brex Company; ACRVS, LLC; Annis Singleton Buell; Jeannette Singleton Cloyd; Tap Rock Minerals, LLC; Prize Energy Resources, Inc.
Record Title:	Dunnivant L N; J B Abercrombie Minerals; COG Operating, LLC
Working Interest:	Tap Rock Resources, LLC Prize Energy Resources, Inc.

Tract No. 2

Federal Lease No.:	NMNM 0554252
Lessor:	United States of America
Date:	July 1, 1964
Recording Information:	Public Record
Legal Description:	Township 24 South, Range 34 East Section 9: SW/4NW4
Number of Acres:	40 gross acres

Royalty Rate:	12.5%
Current Lessee of Record:	Tap Rock Resources, LLC
Overriding Royalty Interest:	TD Minerals, LLC; Pinecrest Partners, LP; Henson-Crockett Equity Partnership; ACRVS, LLC; Annis Singleton Buell; Jeannette Singleton Cloyd; COG Operating, LLC; Tap Rock Minerals, LLC; Prize Energy Resources, Inc.
Record Title:	Dunnivant L N; J B Abercrombie Minerals; COG Operating, LLC
Working Interest:	Tap Rock Resources, LLC Prize Energy Resources, Inc.

Tract No. 3

Lessor:	Michael Harrison Moore
Date:	November 10, 2014
Recording Information:	Book 1930, Page 971
Legal Description:	Township 24 South, Range 34 East Section 9: NW/4SW/4
Number of Acres:	40 gross acres
Royalty Rate:	25%
Current Lessee of Record:	Tap Rock Resources, LLC
Pooling Authority:	Yes
Overriding Royalty Interest:	N/A
Working Interest:	Tap Rock Resources, LLC

Lessor:	Meridian 102, LP
Date:	April 24, 2017
Recording Information:	Book 2103, Page 536
Legal Description:	Township 24 South, Range 34 East Section 9: NW/4SW/4
Number of Acres:	40 gross acres
Royalty Rate:	25%
Current Lessee of Record:	FR Energy, LLC
Pooling Authority:	Yes
Overriding Royalty Interest:	N/A
Working Interest:	FR Energy, LLC

Lessor: Ryan Moore, Trustee of the Ryan Moore
 SSMTT GST Non-Exempt Trust
 Date: December 5, 2017
 Recording Information: Book 2126, Page 335
 Legal Description: Township 24 South, Range 34 East
 Section 9: NW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty: N/A
 Interest:
 Working Interest: Tap Rock Resources, LLC

Lessor: Ryan Moore SSMTT GST Exempt Trust,
 Ryan Moore as Trustee
 Date: December 5, 2017
 Recording Information: Book 2126, Page 337
 Legal Description: Township 24 South, Range 34 East
 Section 9: NW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty: N/A
 Interest:
 Working Interest: Tap Rock Resources, LLC

Lessor: University of the Southwest Foundation
 Date: March 12, 2019
 Recording Information: Book 2147, Page 713
 Legal Description: Township 24 South, Range 34 East
 Section 9: NW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty: N/A
 Interest:
 Working Interest: Tap Rock Resources, LLC

Lessor: Roy G. Barton, Jr.
 Date: May 24, 2019
 Recording Information: Book 2151, Page 704
 Legal Description: Township 24 South, Range 34 East

Section 9: NW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty Interest: N/A
 Working Interest: Tap Rock Resources, LLC

Lessor: COG Operating, LLC
 Date: Unleased
 Recording Information: N/A
 Legal Description: Township 24 South, Range 34 East
 Section 9: NW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: N/A
 Current Lessee of Record: N/A
 Pooling Authority: N/A
 Overriding Royalty Interest: N/A
 Working Interest: COG Operating, LLC

Tract No. 4

Lessor: Joyce A. Brown
 Date: July 31, 2017
 Recording Information: Book 2121, Page 986
 Legal Description: Township 24 South, Range 34 East
 Section 9: SW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty Interest: N/A
 Working Interest: Tap Rock Resources, LLC

Lessor: Candy Christmas
 Date: July 31, 2017
 Recording Information: Book 2121, Page 987
 Legal Description: Township 24 South, Range 34 East
 Section 9: SW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC

Pooling Authority: Yes
 Overriding Royalty: N/A
 Interest:
 Working Interest: Tap Rock Resources, LLC

Lessor: Helen Jane Christmas Barby, Trustee of the
 Helen Jane Christmas Barby Trust Under
 Trust Agreement dated 2/14/92
 Date: August 4, 2017
 Recording Information: Book 2121, Page 985
 Legal Description: Township 24 South, Range 34 East
 Section 9: SW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty: N/A
 Interest:
 Working Interest: Tap Rock Resources, LLC

Lessor: Christmas Mineral Interests, LLC
 Date: November 20, 2017
 Recording Information: Book 2127, Page 874
 Legal Description: Township 24 South, Range 34 East
 Section 9: SW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty: N/A
 Interest:
 Working Interest: Tap Rock Resources, LLC

Lessor: Bradford A. Christmas
 Date: November 20, 2017
 Recording Information: Book 2127, Page 875
 Legal Description: Township 24 South, Range 34 East
 Section 9: SW/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty: N/A
 Interest:
 Working Interest: Tap Rock Resources, LLC

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40	25.000000%
2	40	25.000000%
3	40	25.000000%
4	40	25.000000%
Total	160	100.0000%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of August 2021, 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 24 South, Range 34 East, N.M.P.M.
Section 9: E/2W/2
Lea County, New Mexico

Containing 160.00 acres, and this agreement shall include only the **Bone Spring Formation** underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the

operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. The Operator of the communitized area shall be Tap Rock Operating, LLC, 523 Park Point Drive Suite 200, Golden, Colorado 80401. 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 June 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations

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

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

<<Remainder of page intentionally left blank, signature page to follow>>

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:

TAP ROCK OPERATING, LLC

Date: 9/1/2024

By: 
Name: Clayton Sporich
Title: EVP – Land & Legal

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

TAP ROCK RESOURCES, LLC

Date: 9/1/2021

By: 
Name: Clayton Sporich
Title: EVP – Land & Legal

FR ENERGY, LLC

Date: _____

By: _____
Name: _____
Title: _____

PRIZE ENERGY RESOURCES, INC.

Date: _____

By: _____
Name: _____
Title: _____

COG OPERATING, LLC

Date: _____

By: _____
Name: _____
Title: _____

DUNNAVANT, L N

Date: _____

By: _____
Name: _____
Title: _____

ABERCROMBIE MINERALS

Date: _____

By: _____
Name: _____
Title: _____

WORKING INTEREST OWNERS AND/OR LESSEES OF RECORD:

TAP ROCK RESOURCES, LLC

Date: _____

By: _____

Name: Clayton Sporich

Title: EVP – Land & Legal

FR ENERGY, LLC

Date: _____

By:  _____

Name: TRAVIS M. PACE

Title: COO

PRIZE ENERGY RESOURCES, INC.

Date: _____

By: _____

Name: _____

Title: _____

COG OPERATING, LLC

Date: _____

By: _____

Name: _____

Title: _____

DUNNAVANT, L N

Date: _____

By: _____

Name: _____

Title: _____

ABERCROMBIE MINERALS

Date: _____

By: _____

Name: _____

Title: _____

OVERRIDING ROYALTY INTEREST OWNERS:

TD Minerals, LLC

Pinecrest Partners, LP

Henson-Crockett Equity Partnership

ACRVS, LLC

Annis Singleton Buell

Jeannette Singleton Cloyd

Casper College Foundation

Ranchito AD4, LP

Bole Resources, LLC

KT Energy, Inc.

Outdoor Entourage, Inc.

MEL Energy, Inc.

J-Brex Company

Tap Rock Minerals, LLC

Prize Energy Resources, Inc.

ACKNOWLEDGEMENT

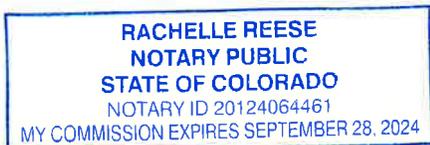
STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

This instrument was acknowledged before me on September 1, 2021,
by Clayton Sporich as Executive Vice President of Land & Legal of Tap Rock Operating,
LLC, a Delaware limited liability company, on behalf of same.

(SEAL)

9/23/2024
My Commission Expires

Rachelle Reese
Notary Public



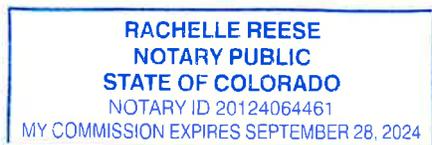
STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

This instrument was acknowledged before me on September 1, 2021,
by Clayton Sporich as Executive Vice President of Land & Legal of Tap Rock
Resources, LLC, a Delaware limited liability company, on behalf of same.

(SEAL)

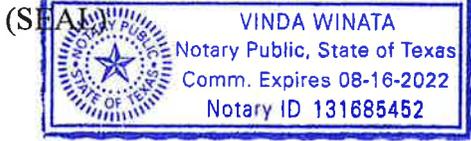
9/23/2024
My Commission Expires

Rachelle Reese
Notary Public



STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on August 24th, 2021,
by Travis M. Pace as CEO of FR
Energy, LLC, a _____ on behalf of same.



My Commission Expires _____



Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021,
by _____ as _____ of
COG Operating, LLC, a _____ on behalf of
same.

(SEAL)

My Commission Expires

Notary Public

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING INTEREST

COMMUNITIZATION AGREEMENT: _____

I, the undersigned, hereby certify, on behalf of Tap Rock Operating, LLC, 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.

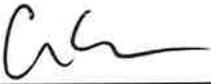
NAME:  _____
PRINTED: Clayton Sporich
TITLE: EVP - Land & Legal
PHONE: (720) 772-5093
EMAIL: csporich@taprk.com

EXHIBIT "A"

Plat of communitized area covering 160.00 acres in Township 24 South, Range 34 East,
N.M.P.M. Section 9: E/2W/2, Lea County, New Mexico

Well Name/No.

The Contest Fed Com #142H

Section 9, Township 24 South, Range 34 East, Lea County New Mexico			
	Tract One Federal Lease NMNM 13642		
	Tract Two Federal Lease NMNM 554252		
	Tract Three Fee Lease		
	Tract Four Fee Lease		

-  Federal Lease
-  Fee Acreage
-  The Contest Project Area

EXHIBIT "B"

To Communitization Agreement Dated August 1, 2021, embracing the following described land in Township 24 South, Range 34 East, N.M.P.M. Section 9: E/2W/2, Lea County, New Mexico.

Operator of Communitized Area: Tap Rock Operating, LLC

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Federal Lease No.:	NMNM 013642
Lessor:	United States of America
Date:	May 1, 1971
Recording Information:	Public Record
Legal Description:	Township 24 South, Range 34 East Section 9: NE/4NW/4
Number of Acres:	40 gross acres
Royalty Rate:	12.5%
Current Lessee of Record:	Tap Rock Resources, LLC
Overriding Royalty Interest:	Casper College Foundation; Ranchito AD4, LP; Henson-Crockett Equity Partnership; Bole Resources, LLC; KT Energy, Inc.; Outdoor Entourage, Inc.; MEL Energy, Inc.; J-Brex Company; ACRVS, LLC; Annis Singleton Buell; Jeannette Singleton Cloyd; Tap Rock Minerals, LLC; Prize Energy Resources, Inc.
Record Title:	Dunnavant L N; J B Abercrombie Minerals; COG Operating, LLC
Working Interest:	Tap Rock Resources, LLC Prize Energy Resources, Inc.

Tract No. 2

Federal Lease No.:	NMNM 0554252
Lessor:	United States of America
Date:	July 1, 1964
Recording Information:	Public Record
Legal Description:	Township 24 South, Range 34 East Section 9: SE/4NW4

Number of Acres: 40 gross acres
 Royalty Rate: 12.5%
 Current Lessee of Record: Tap Rock Resources, LLC
 Overriding Royalty Interest: TD Minerals, LLC; Pinecrest Partners, LP; Henson-Crockett Equity Partnership; ACRVS, LLC; Annis Singleton Buell; Jeannette Singleton Cloyd; COG Operating, LLC; Tap Rock Minerals, LLC; Prize Energy Resources, Inc.
 Record Title: Dunnivant L N; J B Abercrombie Minerals; COG Operating, LLC
 Working Interest: Tap Rock Resources, LLC; Prize Energy Resources, Inc.

Tract No. 3

Lessor: Jal Public Library Fund
 Date: May 10, 2017
 Recording Information: Book 2120, Page 993
 Legal Description: Township 24 South, Range 34 East Section 9: NE/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty Interest: N/A
 Working Interest: Tap Rock Resources, LLC

Lessor: Texas Bank & Trust, Trustee of the Dr. & Mrs. J.E. Watkins Scholarship Trust
 Date: November 17, 2017
 Recording Information: Book 2126, Page 665
 Legal Description: Township 24 South, Range 34 East Section 9: NE/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty Interest: N/A
 Working Interest: Tap Rock Resources, LLC

Lessor: Nathan K. Griffin, Administrator of the
 Estate of Clara Jane Miller, deceased
 Date: February 16, 2019
 Recording Information: Book 2148, Page 330
 Legal Description: Township 24 South, Range 34 East
 Section 9: NE/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty: N/A
 Interest:
 Working Interest: Tap Rock Resources, LLC

Tract No. 4

Lessor: Michael Harrison Moore
 Date: November 10, 2014
 Recording Information: Book 1930, Page 971
 Legal Description: Township 24 South, Range 34 East
 Section 9: SE/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: Tap Rock Resources, LLC
 Pooling Authority: Yes
 Overriding Royalty: N/A
 Interest:
 Working Interest: Tap Rock Resources, LLC

Lessor: Meridian 102, LP
 Date: April 24, 2017
 Recording Information: Book 2103, Page 536
 Legal Description: Township 24 South, Range 34 East
 Section 9: SE/4SW/4
 Number of Acres: 40 gross acres
 Royalty Rate: 25%
 Current Lessee of Record: FR Energy, LLC
 Pooling Authority: Yes

Overriding Royalty Interest:	N/A
Working Interest:	FR Energy, LLC
Lessor:	Ryan Moore, Trustee of the Ryan Moore SSMTT GST Non-Exempt Trust
Date:	December 5, 2017
Recording Information:	Book 2126, Page 335
Legal Description:	Township 24 South, Range 34 East Section 9: SE/4SW/4
Number of Acres:	40 gross acres
Royalty Rate:	25%
Current Lessee of Record:	Tap Rock Resources, LLC
Pooling Authority:	Yes
Overriding Royalty Interest:	N/A
Working Interest:	Tap Rock Resources, LLC
Lessor:	Ryan Moore SSMTT GST Exempt Trust, Ryan Moore as Trustee
Date:	December 5, 2017
Recording Information:	Book 2126, Page 337
Legal Description:	Township 24 South, Range 34 East Section 9: SE/4SW/4
Number of Acres:	40 gross acres
Royalty Rate:	25%
Current Lessee of Record:	Tap Rock Resources, LLC
Pooling Authority:	Yes
Overriding Royalty Interest:	N/A
Working Interest:	Tap Rock Resources, LLC
Lessor:	University of the Southwest Foundation
Date:	March 12, 2019
Recording Information:	Book 2147, Page 713
Legal Description:	Township 24 South, Range 34 East Section 9: SE/4SW/4
Number of Acres:	40 gross acres
Royalty Rate:	25%
Current Lessee of Record:	Tap Rock Resources, LLC
Pooling Authority:	Yes
Overriding Royalty Interest:	N/A
Working Interest:	Tap Rock Resources, LLC

Lessor: Roy G. Barton, Jr.
Date: May 24, 2019
Recording Information: Book 2151, Page 704
Legal Description: Township 24 South, Range 34 East
Section 9: SE/4SW/4
Number of Acres: 40 gross acres
Royalty Rate: 25%
Current Lessee of Record: Tap Rock Resources, LLC
Pooling Authority: Yes
Overriding Royalty Interest: N/A
Working Interest: Tap Rock Resources, LLC

Lessor: COG Operating, LLC
Date: Unleased
Recording Information: N/A
Legal Description: Township 24 South, Range 34 East
Section 9: SE/4SW/4
Number of Acres: 40 gross acres
Royalty Rate: N/A
Current Lessee of Record: N/A
Pooling Authority: N/A
Overriding Royalty Interest: N/A
Working Interest: COG Operating, LLC

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40	25.000000%
2	40	25.000000%
3	40	25.000000%
4	40	25.000000%
Total	160	100.0000%

October 6, 2020

FESCO, Ltd.
1100 Fesco Ave. - Alice, Texas 78332

For: Tap Rock Operating LLC
 523 Park Point Drive, Suite 200
 Golden, Colorado 80401

Sample: The Contest Federal Com No. 131H
 First Stage Separator
 Spot Gas Sample @ 153 psig & 112 °F

Date Sampled: 09/24/2020

Job Number: 202614.001

CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286

COMPONENT	MOL%	GPM
Hydrogen Sulfide*	< 0.001	
Nitrogen	1.239	
Carbon Dioxide	0.124	
Methane	74.142	
Ethane	12.957	3.549
Propane	6.603	1.863
Isobutane	0.814	0.273
n-Butane	2.158	0.697
2-2 Dimethylpropane	0.004	0.002
Isopentane	0.455	0.170
n-Pentane	0.540	0.200
Hexanes	0.374	0.158
Heptanes Plus	<u>0.590</u>	<u>0.239</u>
Totals	100.000	7.151

Computed Real Characteristics Of Heptanes Plus:

Specific Gravity -----	3.299	(Air=1)
Molecular Weight -----	95.14	
Gross Heating Value -----	4990	BTU/CF

Computed Real Characteristics Of Total Sample:

Specific Gravity -----	0.778	(Air=1)
Compressibility (Z) -----	0.9957	
Molecular Weight -----	22.44	
Gross Heating Value		
Dry Basis -----	1363	BTU/CF
Saturated Basis -----	1340	BTU/CF

*Hydrogen Sulfide tested on location by: Stain Tube Method (GPA 2377)
 Results: <0.013 Gr/100 CF, <0.2 PPMV or <0.001 Mol %

Base Conditions: 15.025 PSI & 60 Deg F

Sampled By: (24) Field D.
 Analyst: JRG
 Processor: KV
 Cylinder ID: T-4051

Certified: FESCO, Ltd. - Alice, Texas

 David Dannhaus 361-661-7015

FESCO, Ltd.

Job Number: 202614.001

**CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286
TOTAL REPORT**

COMPONENT	MOL %	GPM	WT %
Hydrogen Sulfide*	< 0.001		< 0.001
Nitrogen	1.239		1.547
Carbon Dioxide	0.124		0.243
Methane	74.142		53.016
Ethane	12.957	3.549	17.365
Propane	6.603	1.863	12.978
Isobutane	0.814	0.273	2.109
n-Butane	2.158	0.697	5.591
2,2 Dimethylpropane	0.004	0.002	0.013
Isopentane	0.455	0.170	1.463
n-Pentane	0.540	0.200	1.737
2,2 Dimethylbutane	0.004	0.002	0.015
Cyclopentane	0.000	0.000	0.000
2,3 Dimethylbutane	0.045	0.019	0.173
2 Methylpentane	0.110	0.047	0.423
3 Methylpentane	0.061	0.026	0.234
n-Hexane	0.154	0.065	0.592
Methylcyclopentane	0.079	0.028	0.296
Benzene	0.041	0.012	0.143
Cyclohexane	0.117	0.041	0.439
2-Methylhexane	0.018	0.009	0.080
3-Methylhexane	0.021	0.010	0.094
2,2,4 Trimethylpentane	0.000	0.000	0.000
Other C7's	0.062	0.028	0.274
n-Heptane	0.045	0.021	0.201
Methylcyclohexane	0.080	0.033	0.350
Toluene	0.028	0.010	0.115
Other C8's	0.052	0.025	0.255
n-Octane	0.014	0.007	0.071
Ethylbenzene	0.002	0.001	0.009
M & P Xylenes	0.005	0.002	0.024
O-Xylene	0.001	0.000	0.005
Other C9's	0.016	0.008	0.090
n-Nonane	0.003	0.002	0.017
Other C10's	0.004	0.002	0.025
n-Decane	0.001	0.001	0.006
Undecanes (11)	<u>0.001</u>	<u>0.001</u>	<u>0.007</u>
Totals	100.000	7.151	100.000

Computed Real Characteristics of Total Sample

Specific Gravity -----	0.778	(Air=1)
Compressibility (Z) -----	0.9957	
Molecular Weight -----	22.44	
Gross Heating Value		
Dry Basis -----	1363	BTU/CF
Saturated Basis -----	1340	BTU/CF

October 6, 2020

FESCO, Ltd.
1100 Fesco Ave. - Alice, Texas 78332

Sample: The Contest Federal Com No. 131H
 First Stage Separator
 Spot Gas Sample @ 153 psig & 112 °F

Date Sampled: 09/24/2020

Job Number: 202614.001

GLYCALC FORMAT

COMPONENT	MOL%	GPM	Wt %
Carbon Dioxide	0.124		0.243
Hydrogen Sulfide	< 0.001		< 0.001
Nitrogen	1.239		1.547
Methane	74.142		53.016
Ethane	12.957	3.549	17.365
Propane	6.603	1.863	12.978
Isobutane	0.814	0.273	2.109
n-Butane	2.162	0.698	5.604
Isopentane	0.455	0.170	1.463
n-Pentane	0.540	0.200	1.737
Cyclopentane	0.000	0.000	0.000
n-Hexane	0.154	0.065	0.592
Cyclohexane	0.117	0.041	0.439
Other C6's	0.220	0.093	0.845
Heptanes	0.225	0.095	0.945
Methylcyclohexane	0.080	0.033	0.350
2,2,4 Trimethylpentane	0.000	0.000	0.000
Benzene	0.041	0.012	0.143
Toluene	0.028	0.010	0.115
Ethylbenzene	0.002	0.001	0.009
Xylenes	0.006	0.002	0.029
Octanes Plus	<u>0.091</u>	<u>0.046</u>	<u>0.471</u>
Totals	100.000	7.151	100.000

Real Characteristics Of Octanes Plus:

Specific Gravity ----- 4.035 (Air=1)
 Molecular Weight ----- 116.37
 Gross Heating Value ----- 6111 BTU/CF

Real Characteristics Of Total Sample:

Specific Gravity ----- 0.778 (Air=1)
 Compressibility (Z) ----- 0.9957
 Molecular Weight ----- 22.44
 Gross Heating Value
 Dry Basis ----- 1363 BTU/CF
 Saturated Basis ----- 1340 BTU/CF

October 13, 2020

FESCO, Ltd.
1100 FESCO Avenue - Alice, Texas 78332

For: Tap Rock Operating LLC
 523 Park Point Drive, Suite 200
 Golden, Colorado 80401

Sample: The Contest Federal Com No. 131H
 First Stage Separator Hydrocarbon Liquid
 Sampled @ 153 psig & 112 °F

Date Sampled: 09/24/2020

Job Number: 202614.002

CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2186-M

COMPONENT	MOL %	LIQ VOL %	WT %
Nitrogen	0.038	0.007	0.007
Carbon Dioxide	0.014	0.004	0.004
Methane	3.736	1.060	0.404
Ethane	3.279	1.468	0.665
Propane	4.995	2.304	1.486
Isobutane	1.294	0.709	0.507
n-Butane	4.839	2.554	1.897
2,2 Dimethylpropane	0.059	0.038	0.029
Isopentane	2.350	1.439	1.144
n-Pentane	3.647	2.213	1.775
2,2 Dimethylbutane	0.026	0.018	0.015
Cyclopentane	0.000	0.000	0.000
2,3 Dimethylbutane	0.259	0.178	0.151
2 Methylpentane	1.078	0.749	0.626
3 Methylpentane	0.643	0.439	0.374
n-Hexane	1.983	1.365	1.152
Heptanes Plus	<u>71.760</u>	<u>85.455</u>	<u>89.764</u>
Totals:	100.000	100.000	100.000

Characteristics of Heptanes Plus:

Specific Gravity ----- 0.8262 (Water=1)
 °API Gravity ----- 39.77 @ 60°F
 Molecular Weight ----- 185.5
 Vapor Volume ----- 13.79 CF/Gal
 Weight ----- 6.88 Lbs/Gal

Characteristics of Total Sample:

Specific Gravity ----- 0.7865 (Water=1)
 °API Gravity ----- 48.41 @ 60°F
 Molecular Weight ----- 148.3
 Vapor Volume ----- 16.42 CF/Gal
 Weight ----- 6.55 Lbs/Gal

Base Conditions: 15.025 PSI & 60 °F

Certified: FESCO, Ltd. - Alice, Texas

Sampled By: (24) DF
 Analyst: JL
 Processor: HBdjv
 Cylinder ID: W-2667

David Dannhaus 361-661-7015

FESCO, Ltd.

Job Number: 202614.002

TANKS DATA INPUT REPORT - GPA 2186-M

COMPONENT	Mol %	LiqVol %	Wt %
Carbon Dioxide	0.014	0.004	0.004
Nitrogen	0.038	0.007	0.007
Methane	3.736	1.060	0.404
Ethane	3.279	1.468	0.665
Propane	4.995	2.304	1.486
Isobutane	1.294	0.709	0.507
n-Butane	4.898	2.592	1.926
Isopentane	2.350	1.439	1.144
n-Pentane	3.647	2.213	1.775
Other C-6's	2.006	1.384	1.166
Heptanes	11.732	8.178	7.473
Octanes	7.877	6.192	5.817
Nonanes	5.907	5.264	5.048
Decanes Plus	41.116	62.655	68.015
Benzene	0.682	0.320	0.359
Toluene	1.726	0.968	1.073
E-Benzene	0.660	0.426	0.473
Xylenes	1.522	0.983	1.090
n-Hexane	1.983	1.365	1.152
2,2,4 Trimethylpentane	<u>0.539</u>	<u>0.469</u>	<u>0.415</u>
Totals:	100.000	100.000	100.000

Characteristics of Total Sample:

Specific Gravity -----	0.7865	(Water=1)
°API Gravity -----	48.41	@ 60°F
Molecular Weight-----	148.3	
Vapor Volume -----	16.42	CF/Gal
Weight -----	6.55	Lbs/Gal

Characteristics of Decanes (C10) Plus:

Specific Gravity -----	0.8538	(Water=1)
Molecular Weight-----	245.3	

Characteristics of Atmospheric Sample:

°API Gravity -----	44.56	@ 60°F
Reid Vapor Pressure Equivalent (D-6377)-----	8.71	psi

QUALITY CONTROL CHECK			
	Sampling Conditions	Test Samples	
Cylinder Number	-----	W-2667*	-----
Pressure, PSIG	153	156	-----
Temperature, °F	112	112	-----

* Sample used for analysis

FESCO, Ltd.

Job Number: 202614.002

TOTAL EXTENDED REPORT - GPA 2186-M

COMPONENT	Mol %	LiqVol %	Wt %
Nitrogen	0.038	0.007	0.007
Carbon Dioxide	0.014	0.004	0.004
Methane	3.736	1.060	0.404
Ethane	3.279	1.468	0.665
Propane	4.995	2.304	1.486
Isobutane	1.294	0.709	0.507
n-Butane	4.839	2.554	1.897
2,2 Dimethylpropane	0.059	0.038	0.029
Isopentane	2.350	1.439	1.144
n-Pentane	3.647	2.213	1.775
2,2 Dimethylbutane	0.026	0.018	0.015
Cyclopentane	0.000	0.000	0.000
2,3 Dimethylbutane	0.259	0.178	0.151
2 Methylpentane	1.078	0.749	0.626
3 Methylpentane	0.643	0.439	0.374
n-Hexane	1.983	1.365	1.152
Methylcyclopentane	1.390	0.824	0.789
Benzene	0.682	0.320	0.359
Cyclohexane	2.699	1.538	1.532
2-Methylhexane	0.719	0.560	0.486
3-Methylhexane	0.701	0.539	0.474
2,2,4 Trimethylpentane	0.539	0.469	0.415
Other C-7's	2.007	1.461	1.343
n-Heptane	4.215	3.256	2.849
Methylcyclohexane	1.101	0.741	0.729
Toluene	1.726	0.968	1.073
Other C-8's	4.894	3.838	3.639
n-Octane	1.881	1.613	1.449
E-Benzene	0.660	0.426	0.473
M & P Xylenes	1.127	0.732	0.807
O-Xylene	0.395	0.251	0.283
Other C-9's	4.530	3.967	3.857
n-Nonane	1.377	1.297	1.191
Other C-10's	4.692	4.516	4.471
n-decane	1.241	1.275	1.191
Undecanes(11)	4.527	4.470	4.488
Dodecanes(12)	3.373	3.598	3.663
Tridecanes(13)	3.579	4.093	4.224
Tetradecanes(14)	3.057	3.745	3.917
Pentadecanes(15)	2.713	3.560	3.769
Hexadecanes(16)	1.968	2.760	2.947
Heptadecanes(17)	1.760	2.609	2.813
Octadecanes(18)	1.670	2.607	2.827
Nonadecanes(19)	1.499	2.438	2.659
Eicosanes(20)	1.186	2.005	2.199
Heneicosanes(21)	0.973	1.731	1.911
Docosanes(22)	0.915	1.697	1.883
Tricosanes(23)	0.773	1.486	1.658
Tetracosanes(24)	0.678	1.350	1.514
Pentacosanes(25)	0.660	1.364	1.537
Hexacosanes(26)	0.498	1.067	1.207
Heptacosanes(27)	0.560	1.243	1.412
Octacosanes(28)	0.406	0.932	1.063
Nonacosanes(29)	0.410	0.972	1.112
Triacosanes(30)	0.360	0.881	1.011
Hentriacontanes Plus(31+)	<u>3.616</u>	<u>12.256</u>	<u>14.537</u>
Total	100.000	100.000	100.000

October 13, 2020

FESCO, Ltd.
1100 Fesco Avenue - Alice, Texas 78332

For: Tap Rock Operating LLC
 523 Park Point Drive, Suite 200
 Golden, Colorado 80401

Date Sampled: 09/24/20

Date Analyzed: 10/07/20

Sample: The Contest Federal Com No. 131H

Job Number: J202614

FLASH LIBERATION OF HYDROCARBON LIQUID		
	Separator HC Liquid	Stock Tank
Pressure, psig	153	0
Temperature, °F	112	70
Gas Oil Ratio (1)	-----	82.0
Gas Specific Gravity (2)	-----	1.285
Separator Volume Factor (3)	1.0815	1.000

STOCK TANK FLUID PROPERTIES	
Shrinkage Recovery Factor (4)	0.9247
Oil API Gravity at 60 °F	44.56
Reid Vapor Pressure Equivalent (D-6377), psi (5)	8.71

Quality Control Check			
	Sampling Conditions	Test Samples	
Cylinder No.	-----	W-2667*	-----
Pressure, psig	153	156	-----
Temperature, °F	112	112	-----

(1) - Scf of flashed vapor per barrel of stock tank oil

(2) - Air = 1.000

(3) - Separator volume / Stock tank volume

(4) - Fraction of first stage separator liquid

(5) - Absolute pressure at 100 deg F

Analyst: R.E.

* Sample used for flash study

Base Conditions: 15.025 PSI & 60 °F

Certified: FESCO, Ltd. - Alice, Texas

David Dannhaus 361-661-7015

October 10, 2020

FESCO, Ltd.
1100 Fesco Ave. - Alice, Texas 78332

For: Tap Rock Operating LLC
 523 Park Point Drive, Suite 200
 Golden, Colorado 80401

Sample: The Contest Federal Com No. 131H
 Gas Evolved from Hydrocarbon Liquid Flashed
 From 153 psig & 112 °F to 0 psig & 70 °F

Date Sampled: 09/24/2020

Job Number: 202614.011

CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286

COMPONENT	MOL%	GPM
Hydrogen Sulfide*	< 0.001	
Nitrogen	0.249	
Carbon Dioxide	0.087	
Methane	31.723	
Ethane	23.225	6.417
Propane	23.045	6.560
Isobutane	3.605	1.219
n-Butane	9.985	3.252
2-2 Dimethylpropane	0.038	0.015
Isopentane	2.147	0.811
n-Pentane	2.493	0.934
Hexanes	1.429	0.608
Heptanes Plus	<u>1.974</u>	<u>0.804</u>
Totals	100.000	20.620

Computed Real Characteristics Of Heptanes Plus:

Specific Gravity -----	3.322	(Air=1)
Molecular Weight -----	94.97	
Gross Heating Value -----	4947	BTU/CF

Computed Real Characteristics Of Total Sample:

Specific Gravity -----	1.285	(Air=1)
Compressibility (Z) -----	0.9870	
Molecular Weight -----	36.72	
Gross Heating Value		
Dry Basis -----	2180	BTU/CF
Saturated Basis -----	2143	BTU/CF

*Hydrogen Sulfide tested in laboratory by: Stain Tube Method (GPA 2377)
 Results: <0.013 Gr/100 CF, <0.2 PPMV or <0.001 Mol %

Base Conditions: 15.025 PSI & 60 Deg F

Sampled By: (16) RE
 Analyst: JRG
 Processor: KV
 Cylinder ID: FL-13S

Certified: FESCO, Ltd. - Alice, Texas

 David Dannhaus 361-661-7015

FESCO, Ltd.

Job Number: 202614.011

**CHROMATOGRAPH EXTENDED ANALYSIS - GPA 2286
TOTAL REPORT**

COMPONENT	MOL %	GPM	WT %
Hydrogen Sulfide*	< 0.001		< 0.001
Nitrogen	0.249		0.190
Carbon Dioxide	0.087		0.104
Methane	31.723		13.857
Ethane	23.225	6.417	19.017
Propane	23.045	6.560	27.672
Isobutane	3.605	1.219	5.706
n-Butane	9.985	3.252	15.804
2,2 Dimethylpropane	0.038	0.015	0.075
Isopentane	2.147	0.811	4.218
n-Pentane	2.493	0.934	4.898
2,2 Dimethylbutane	0.017	0.007	0.040
Cyclopentane	0.000	0.000	0.000
2,3 Dimethylbutane	0.180	0.076	0.422
2 Methylpentane	0.430	0.184	1.009
3 Methylpentane	0.233	0.098	0.547
n-Hexane	0.569	0.242	1.335
Methylcyclopentane	0.291	0.104	0.667
Benzene	0.149	0.043	0.317
Cyclohexane	0.419	0.147	0.960
2-Methylhexane	0.058	0.028	0.158
3-Methylhexane	0.068	0.032	0.186
2,2,4 Trimethylpentane	0.052	0.027	0.162
Other C7's	0.148	0.067	0.400
n-Heptane	0.139	0.066	0.379
Methylcyclohexane	0.258	0.107	0.690
Toluene	0.086	0.030	0.216
Other C8's	0.163	0.078	0.489
n-Octane	0.031	0.016	0.096
Ethylbenzene	0.006	0.002	0.017
M & P Xylenes	0.015	0.006	0.043
O-Xylene	0.004	0.002	0.012
Other C9's	0.054	0.028	0.186
n-Nonane	0.007	0.004	0.024
Other C10's	0.015	0.009	0.058
n-Decane	0.002	0.001	0.008
Undecanes (11)	<u>0.009</u>	<u>0.006</u>	<u>0.038</u>
Totals	100.000	20.620	100.000

Computed Real Characteristics Of Total Sample:

Specific Gravity -----	1.285	(Air=1)
Compressibility (Z) -----	0.9870	
Molecular Weight -----	36.72	
Gross Heating Value		
Dry Basis -----	2180	BTU/CF
Saturated Basis -----	2143	BTU/CF

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
February 06, 2022
and ending with the issue dated
February 06, 2022.



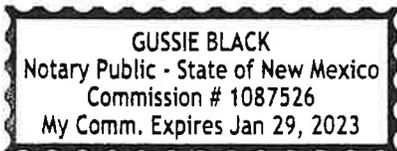
Publisher

Sworn and subscribed to before me this
6th day of February 2022.



Business Manager

My commission expires
January 29, 2023
(Seal)



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL NOTICE February 6, 2022

Legal Notice (Publication)

To: Tap Rock Resources LLC, U/T/A/D April 30, 1993; Tap Rock Minerals, LP; Office of Natural Resources Revenue; Dr. and Mrs. Je Watkins Scholarship Trust; Estate of Clara Jane Miller, Nathan K. Griffin, Administrator, her heirs and devisees; J-Brex Company; Jeannette Singleton Cloyd, her heirs and devisees; Annis Singleton Buell, her heirs and devisees; TD Minerals LLC; Ranchito Ad4, LLP; ACRVS LLC; Michael Harrison Moore, his heirs and devisees; University Of The Southwest Foundation; Meridian 102 LP; Roy G. Barton Jr., his heirs and devisees; Trustees of the Jai Public Library Fund; Casper College Foundation; Prize Energy Resources Inc.; Henson-Crockett Equity Partnership; Bole Resources LLC; KT Energy Inc.; Outdoor Entourage Inc.; Mel Energy Inc.; Pinecrest Partners LP; Pheasant Energy LLC; COG Operating LLC; Candy Christmas, her heirs and devisees; Helen Jane Christmas Barby Trust, Trustee Helen Jane Christmas; Christmas Mineral Interests LLC; Bradford A. Christmas, his heirs and devisees; Joyce Ann Brown Revocable Trust, Trustee Helen Jane Christmas, U/T/A/D April 30, 1993; and Bureau of Land Management.

Application of Tap Rock Operating, LLC, to authorize pool and lease commingling, off-lease storage, off lease measurement, and off-lease marketing at the Contest Tank Battery located in the N/2 SW/4 of Section 9, Township 24 South, Range 34 East, NMPM, Lea County, New Mexico. Tap Rock Operating, LLC (OGRID No. 372043) seeks administrative approval, pursuant to 19.15.12.7 NMAC, for pool and lease commingling, off-lease storage, off-lease measurement, and off-lease marketing at the Contest Tank Battery of production from the Red Hills; Bone Spring, North Pool (96434); and the Antelope Ridge; Wolfcamp Pool (2220), from all existing and future wells drilled in the following spacing units:

(a) The 160-acre, more or less, spacing unit in the Antelope Ridge; Wolfcamp Pool (2220), underlying the W/2 W/2 of Section 9. The spacing unit is currently dedicated to **The Contest Fed Com #131H well** (API No. 30-025-46673);

(b) The 160-acre, more or less, spacing unit in the Antelope Ridge; Wolfcamp Pool (2220), underlying the E/2 W/2 of Section 9. The spacing unit is currently dedicated to **The Contest Fed Com #132H well** (API No. 30-025-46883) and **The Contest Fed Com #211H well** (API No. 30-025-46678);

(c) The 160-acre, more or less, spacing unit in the Red Hills; Bone Spring, North Pool (96434), underlying the W/2 W/2 of Section 9. The spacing unit is currently dedicated to **The Contest Fed Com #141H well** (API No. 30-025-46676);

(d) The 160-acre, more or less, spacing unit in the Red Hills; Bone Spring, North Pool (96434), underlying the E/2 W/2 of Section 9. The spacing unit is currently dedicated to **The Contest Fed Com #142H well** (API No. 30-025-46877); and

(e) Pursuant to 19.15.12.10.C(4)(g), future spacing units connected to this central tank battery with notice provided only to the interest owners within these future spacing units.

Any objection to this application must be filed in writing within twenty days from date of publication with the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division. If you have any questions about this application, please contact Dana Arnold, General Counsel for Tap Rock Operating, LLC, (720) 460-3497. #37293

67100754

00263498

HOLLAND & HART LLC
PO BOX 2208
SANTA FE, NM 87504-2208

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[app=Uspstools&ref=homepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action](https://reg.usps.com/xsell?app=Uspstools&ref=homepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action))

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[app=Uspstools&ref=homepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action](https://reg.usps.com/xsell?app=Uspstools&ref=homepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action))

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USPS Tracking Plus™



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Feedback

From: [Engineer, OCD, EMNRD](#)
To: [Adam Rankin](#)
Cc: [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Hawkins, James, EMNRD](#); [Powell, Brandon, EMNRD](#); [lisa@rwbyram.com](#); [Glover, James](#); [Paradis, Kyle O](#); [Walls, Christopher](#)
Subject: Approved Administrative Order PLC-803
Date: Monday, March 7, 2022 4:22:41 PM
Attachments: [PLC803 Order.pdf](#)

NMOCD has issued Administrative Order PLC-803 which authorizes Tap Rock Operating, LLC (372043) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool Code
30-025-46673	The Contest Federal Com #131H	W/2 W/2	9-24S-34E	2220
30-025-46883	The Contest Federal Com #132H	E/2 W/2	9-24S-34E	2220
30-025-46678	The Contest Federal Com #211H	E/2 W/2	9-24S-34E	2220
30-025-46676	The Contest Federal Com #141H	W/2 W/2	9-24S-34E	96434
30-025-46877	The Contest Federal Com #142H	E/2 W/2	9-24S-34E	96434

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. If you have any questions regarding this matter, please contact me.

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
OIL CONSERVATION DIVISION**

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY TAP ROCK OPERATING, LLC**

ORDER NO. PLC-803

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. Tap Rock Operating, LLC (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools, leases, and wells identified in Exhibit A (“Application”).
2. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
3. To the extent that ownership is identical, Applicant 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.
4. To the extent that ownership is diverse, Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
5. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
6. Applicant certified the commingling of oil and gas production from the pools, leases, and wells will not in reasonable probability reduce the value of the oil and gas production to less than if it had remained segregated.
7. Applicant 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. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
9. Applicant submitted or intends to submit one or more proposed communitization agreement(s) (“Proposed Agreement(s)”) to the BLM or NMSLO, as applicable, identifying

the acreage of each lease to be consolidated into a single pooled area (“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, 19.15.12. NMAC, and 19.15.23. NMAC.
11. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10.A.(2) NMAC, 19.15.12.10.C.(4)(c) NMAC, and 19.15.12.10.C.(4)(e) NMAC, as applicable.
12. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9.A.(5) NMAC and 19.15.23.9.A.(6) NMAC, as applicable.
13. Applicant’s proposed method of allocation, as modified herein, complies with 19.15.12.10.B.(1) NMAC or 19.15.12.10.C.(1) NMAC, as applicable.
14. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
15. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant’s defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production’s value or otherwise adversely affect the interest owners in the production to be added.
16. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to surface commingle oil and gas production from the pools, leases, and wells identified in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.

Applicant is authorized to surface commingle oil and gas production from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A at a central tank battery described in Exhibit A.

2. For each Pooled Area described in Exhibit B, Applicant shall submit a Proposed Agreement to the BLM or NMSLO, as applicable, prior to commencing oil and gas production. If Applicant fails to submit the Proposed Agreement, this Order shall terminate on the following day.

No later than sixty (60) days after the BLM or NMSLO approves or denies a Proposed Agreement, Applicant shall submit Form C-103 to OCD with a copy of the decision and a description of the approved lands, as applicable. If Applicant withdraws or the BLM or NMSLO denies a Proposed Agreement, this Order shall terminate on the date of such action, and Applicant shall cease commingling the production from the Pooled Area. If the BLM or NMSLO approves but modifies the Proposed Agreement(s), Applicant shall comply with the approved Agreement(s), and no later than sixty (60) days after such decision, Applicant shall submit a new surface commingle application to OCD to conform this Order with the approved Agreement(s). If OCD denies the new surface commingle application, this Order shall terminate on the date of such action.

Applicant 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 until the Proposed Agreement which includes the Pooled Area is approved. After the Proposed Agreement is approved, the oil and gas production from the Pooled Area shall be allocated as required by the BLM's or NMSLO's, as applicable, approval of the Agreement, including any production that had been allocated previously in accordance with this Order.

3. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new

surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

9. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC.
10. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well and proposed method to determine the allocation of oil and gas production to it.
11. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
12. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).
13. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

**STATE OF NEW MEXICO
OIL CONSERVATION DIVISION**



**ADRIENNE SANDOVAL
DIRECTOR**

DATE: 3/07/2022

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-803

Operator: Tap Rock Operating, LLC (372043)

Central Tank Battery: Contest Tank Battery

Central Tank Battery Location: Unit K L, Section 9, Township 24 South, Range 34 East

Gas Title Transfer Meter Location: Unit K L, Section 9, Township 24 South, Range 34 East

Pools

Pool Name	Pool Code
ANTELOPE RIDGE; WOLFCAMP	2220
RED HILLS; BONE SPRING, NORTH	96434

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
NMNM 013642	N/2 NW/4	9-24S-34E
NMNM 0554252	S/2 NW/4	9-24S-34E
Fee	NW/4 SW/4	9-24S-34E
Fee	NE/4 SW/4	9-24S-34E
Fee	SW/4 SW/4	9-24S-34E
Fee	SE/4 SW/4	9-24S-34E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-46673	The Contest Federal Com #131H	W/2 W/2	9-24S-34E	2220
30-025-46883	The Contest Federal Com #132H	E/2 W/2	9-24S-34E	2220
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30-025-46676	The Contest Federal Com #141H	W/2 W/2	9-24S-34E	96434
30-025-46877	The Contest Federal Com #142H	E/2 W/2	9-24S-34E	96434

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-803
Operator: Tap Rock Operating, LLC (372043)

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 143715	W/2 W/2	9-24S-34E	320	A
CA Bone Spring NMNM 143716	E/2 W/2	9-24S-34E	320	B
CA Wolfcamp BLM	W/2 W/2	9-24S-34E	320	C
CA Wolfcamp BLM	E/2 W/2	9-24S-34E	320	D

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 013642	NW/4 NW/4	9-24S-34E	40	A
NMNM 0554252	SW/4 NW/4	9-24S-34E	40	A
Fee	NW/4 SW/4	9-24S-34E	40	A
Fee	SW/4 SW/4	9-24S-34E	40	A
NMNM 013642	NE/4 NW/4	9-24S-34E	40	B
NMNM 0554252	SE/4 NW/4	9-24S-34E	40	B
Fee	NE/4 SW/4	9-24S-34E	40	B
Fee	SE/4 SW/4	9-24S-34E	40	B
NMNM 013642	NW/4 NW/4	9-24S-34E	40	C
NMNM 0554252	SW/4 NW/4	9-24S-34E	40	C
Fee	NW/4 SW/4	9-24S-34E	40	C
Fee	SW/4 SW/4	9-24S-34E	40	C
NMNM 013642	NE/4 NW/4	9-24S-34E	40	D
NMNM 0554252	SE/4 NW/4	9-24S-34E	40	D
Fee	NE/4 SW/4	9-24S-34E	40	D
Fee	SE/4 SW/4	9-24S-34E	40	D

District I
 1625 N. French Dr., Hobbs, NM 88240
 Phone:(575) 393-6161 Fax:(575) 393-0720
District II
 811 S. First St., Artesia, NM 88210
 Phone:(575) 748-1283 Fax:(575) 748-9720
District III
 1000 Rio Brazos Rd., Aztec, NM 87410
 Phone:(505) 334-6178 Fax:(505) 334-6170
District IV
 1220 S. St Francis Dr., Santa Fe, NM 87505
 Phone:(505) 476-3470 Fax:(505) 476-3462

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

CONDITIONS
 Action 68701

CONDITIONS

Operator: TAP ROCK OPERATING, LLC 523 Park Point Drive Golden, CO 80401	OGRID: 372043
	Action Number: 68701
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
dmcclure	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please contact me.	3/7/2022