

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Colgate Operating, LLC
OPERATOR ADDRESS: 300 North Marienfeld Street, Suite 1000 Midland, Texas 79701
APPLICATION TYPE:

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

LEASE TYPE: Fee State Federal

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

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

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

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

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

(1) Pool Name and Code. [48035] OLD MILLMAN RANCH; BS (ASSOC) & [65010] WINCHESTER; BONE SPRING
(2) Is all production from same source of supply? Yes No
(3) Has all interest owners been notified by certified mail of the proposed commingling? Yes No
(4) Measurement type: Metering Other (Specify)

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

(1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Mikah Thomas TITLE: Sr. Regulatory Analyst DATE: 03.25.2022
TYPE OR PRINT NAME Mikah Thomas TELEPHONE NO.: 432-695-4272
E-MAIL ADDRESS: mthomas@colgateenergy.com

Allocation Methodology

PRORATED ALLOCATION

GAS ALLOCATION

Each well has a Wellhead (WH) meter and a Gas Lift (GL) meter. The CTB has a FC Meter that measures the volume of gas that leaves the CTB, this FC meter is considered an FMP. The INJ BB meter that measures off-lease gas coming on lease used for gas lift from the gathering line is considered an FMP.

1. Buyback FM is the volume of off-lease gas used for gas lift and to run the compressor, it is calculated by Buyback – Comp Fuel,
2. Net Well Production is base amount of production not used for gas lift and is calculated by subtracting Gas Lift (GL) volume from the wellhead (WH) meter reading.
3. Lease use is the volume of gas used by the equipment on the CTB allocated to the wells by Lease Use volume/total hours produced by all wells on CTB * each wells Hours On.
4. Theoretical % used for the allocation of production/sales is calculated by dividing the Net Well Production volume for each well into the sum of the Net Well Production.
5. CTB FC-INJ BB (Net CTB Gas) is volume of gas for royalty purposes, off lease gas is netted out of FMP meter volume. FC Meter – (INJ BB Meter – GL Compressor). This gives you the volume of gas for royalty purposes that was produced/sold from the CTB.
6. Theoretical % for each well is multiplied by the Net CTB Gas.
7. HP Flare is volume of gas flared from the CTB, allocated to wells by Theoretical % for each well * HP FL volume.
8. VRU measures the gas from the oil tanks, is allocated based on allocated oil production for each well. VRU is an FMP. VRU measured volume * theoretical % of oil produced. Each well's oil measured volume/by sum of all oil measured volumes on CTB = theoretical oil volume.
9. Total Net FMP Volumes is total sold from the CTB to the gathering line and is calculated by Net CTB Gas + VRU.
10. Allocated Production is all gas produced by CTB and is calculated by adding Total Net FMP Volumes+ HP Flare + Lease Use.
11. Total Net FMP Volumes is total sold from the CTB to the gathering line and is calculated by Net CTB

OIL ALLOCATION

Each well has an oil meter measuring the volume of oil produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Sales Volume (FMP) back to each well.

1. Allocated production is volume of oil produced by the CTB and is calculated by Ending Tank Inventory + Pipeline LACT (FMP) – Beginning Tank Inventory.
2. Available oil for sale is calculated by Pipeline Lact (FMP) – Beginning Tank Inventory.
3. Theoretical % is calculated by dividing each oil meter volume into the sum of oil meters.
4. The Theoretical % for each well is multiplied by the Allocated Production and the Available Sales.
5. Total Sales Volume is the volume of oil sold through the FMP meter. It is calculated by adding available for sale to the beginning inventory for each well.
6. Beginning Inventory comes from previous accounting period's Ending Inventory for each well.
7. Ending Inventory for each well is calculated by adding Beginning Inventory + Allocated Production – Total Sales Volume.

WATER ALLOCATION

Each well has a water meter measuring the volume of water produced by the well. This volume is used as the allocation point to prorate Allocated Production and Total Transferred Volume back to each well.

1. Allocated production is volume of water produced by the CTB and is calculated by Ending Tank Inventory + Water Transfer – Beginning Tank Inventory.
2. Available Water to Transfer is calculated by Water Transfer – Beginning Tank Inventory.
3. Theoretical % is calculated by dividing each water meter volume into the sum of the water meters.
4. The Theoretical % for each well is multiplied by the Allocated Production and the Available Sales.
5. Total Transfer Volume is the volume of water transferred off the CTB. It is calculated by adding Available to Transfer to the beginning inventory for each well.
6. Beginning Inventory comes from previous accounting period's allocated Ending Inventory for each well.
7. Ending Inventory for each well is calculated by adding beginning inventory + Allocated Production – Total Transfer Volume.

Applied Allocation Spreadsheet Examples (Oil Stream)

Definition of Factors, Formulas, and Assets	
Oil Allocation Factor	Daily meter reading from a testing vessel (shared or designated by well) for an individual well used as the basis for prorating produced sellable volumes from the OMT.
Well Test Hours	Total hours that well test was conducted for. Used to adjust Oil Allocation Factor to a 24 hour rate. Well test hours can be more than or less than 24 hours but greater than 0.
Hours Flowed	Total hours that well was flowing produced fluids. Used to adjust Oil Allocation Factor to compensate for Oil Allocation Factor being adjusted to a 24 hour rate.
Oil Allocation Factor Basis	The Oil Allocation Factor adjusted to 24 hour basis and corrected for any downtime incurred for the well. Reporting volume to the OGOR.
Theoretical % of Production	Calculated by dividing the Oil Allocation Factor Basis for the individual well into the sum of all Basis' at the OMT. Not visualized in the production accounting program.
Allocated Oil Production	Volume of sold or stored volume produced in the time period ready to sell from the OMT allocated to each well. Reporting Volume to the OGOR.
Oil Master Tank (OMT)	Relative terminology synonymous with Central Tank Battery.
Beginning Oil	Inventory in bbls from the previous accounting periods calculated ending inventories. In the case of a new OMT, during any accounting period, Open inventory would be = 0.
Ending Oil	Inventory in bbls as measure for the date of accounting. Ending inventory can be positive, negative or neutral each day, but cannot sum to < 0.
Dispositions	A measured volume removed from a tank or moved through a LACT. Recorded from a ticket or direct meter read.
Oil Production	Total volume sold or available for sell for each asset at the OMT for accounting period. Calculated by subtracting Ending Oil from Beginning Oil and summing with Dispositions
OMT Totals	Formula to calculate the total volumes sold or available for sale at the OMT for the accounting period. Reporting Volume to the OGOR.
LACT	Measures in bbls the volume transferred at the LACT meter to custody of the midstream gatherer or direct to purchaser.
Oil Tank #	Physical tank count at the OMT. Tanks can vary in size by battery and volume requirements. BBL/Inch factors are calculated and applied at the asset level.

Individual Well Factors and Allocated Production						
Well Name	Oil Allocation Factor	Well Test Hours	Hours Flowed	Oil Allocation Factor Basis	Theoretical % of Production	Allocated Oil Production
xxxxx	817.59	24.00	24.00	817.59	0.62374	821.11
xxxxx	493.20	24.00	24.00	493.20	0.37626	495.33
Totals	1310.79	-	-	1310.79	1.00000	1316.44

Oil Master Tank (OMT)				
Asset	Beginning Oil	Ending Oil	Dispositions	Oil Production
Oil Tank 1 (OT1)	166.80	161.24		-5.56
Oil Tank 2 (OT2)	88.96	88.96		0.00
Oil Tank 3 (OT3)	63.94	63.94		0.00
LACT			1322.00	1322.00
OMT Totals	319.70	314.14		1316.44

Applied Allocation Spreadsheet Examples (Gas Stream)

Definition of Factors, Formulas, and Assets

Gas Out	Daily meter reading from a testing vessel (shared or designated by well) for an individual well used as the basis for prorating total produced volumes.
Gas In	Daily meter reading from a designated meter for an individual well for measuring the amount of gas injected into a well for gas lift purposes.
Formation Gas	The total gas produced from the formation. Calculated by subtracting Gas In from Gas Out.
Theoretical % of Production	Calculated by dividing the Formation Gas for the individual well into the sum of all Formation Gas. Not visualized in the production accounting program.
Allocated Gas Production	Total volume of gas sold, flared, utilized for lease operations, or utilized as fuel for compression equipment and less the gas metered through the Gas Buy Back. Reporting Volume to the OGOR.
Allocated Gas Sales	Total volume sold from the CTB less the gas metered through the Gas Buy Back Meter. Reporting Volume to the OGOR.
Allocated Flared Volume	Total volume flared from the CTB. Reporting Volume to the OGOR.
Gas Flare Meter	Metered volume of gas sent to combustion or flare for the CTB
Gas Lease Use Meter	Metered volume of gas utilized for lease operations for pneumatics, power generation, or other necessary operations to operate the CTB.
Gas Sales Meter	Metered volume of gas transferred at a custody exchange point to a midstream gatherer or direct purchaser.
Gas Compressor Factor	Total gas burned as fuel for operation of gas lift compression for purposes of injection for gas lift purposes. An hourly rate factored by the total Hours On of the compressor daily.
Hours On	Total hours the compressor was ran for the allocation period.
Gas Buy Back Meter	Metered volume of gas transferred from a custody exchange point to the operator for use as lease use, compression fuel, or injection volume.
Total Gas Basis	Sum of all gas utilized in the operation of the lease.

Individual Well Factors and Allocated Production

Well Name	Gas Out	Gas In	Formation Gas	Theoretical % of Production	Allocated Gas Production	Allocated Gas Sales	Allocated Flared Volume
xxxxx	2370.00	765.80	1604.20	0.61553	1817.67	1556.07	221.59
xxxxx	1763.00	761.00	1002.00	0.38447	1135.33	971.93	138.41
Totals	4133.00	1526.80	2606.20	1.00000	2953.00	2528.00	360.00

Total Gas Metered Out of CTB

Asset	Gas Production	Hours On
Gas Flare Meter	360.00	
Gas Lease Use Meter	0.00	
Gas Sales Meter	2528.00	
GL Compressor Factor	65.00	24.00
Gas Buy Back Meter	0.00	
Total Gas Basis	2953.00	

Applied Allocation Spreadsheet Examples (Water Stream)

Definition of Factors, Formulas, and Assets	
Water Allocation Factor	Daily meter reading from a testing vessel (shared or designated by well) for an individual well used as the basis for prorating produced volumes from the WMT.
Well Test Hours	Total hours that well test was conducted for. Used to adjust Water Allocation Factor to a 24 hour rate. Well test hours can be more than or less than 24 hours but greater than 0.
Hours Flowed	Total hours that well was flowing produced fluids. Used to adjust Water Allocation Factor to compensate for Water Allocation Factor being adjusted to a 24 hour rate.
Water Allocation Factor Basis	The Water Allocation Factor adjusted to 24 hour basis and corrected for any downtime incurred for the well. Reporting volume to the OGOR.
Theoretical % of Production	Calculated by dividing the Water Allocation Factor Basis for the individual well into the sum of all Basis' at the WMT. Not visualized in the production accounting program.
Allocated Water Production	Volume of sold or stored volume produced in the time period ready to sell from the WMT allocated to each well. Reporting Volume to the OGOR.
Water Master Tank (WMT)	Relative terminology synonymous with Central Tank Battery.
Beginning Water	Inventory in bbls from the previous accounting periods calculated ending inventories. In the case of a new WMT, during any accounting period, Open inventory would be = 0.
Ending Water	Inventory in bbls as measure for the date of accounting. Ending inventory can be positive, negative or neutral each day, but cannot sum to < 0.
Dispositions	A measured volume removed from a tank or moved through a Water Transfer Meter. Recorded from a ticket or direct meter read.
Water Production	Total volume moved or available for me for each asset at the WMT for accounting period. Calculated by subtracting Ending Water from Beginning Water and summing with Dispositions
WMT Totals	Formula to calculate the total volumes sold or available for sale at the WMT for the accounting period . Reporting Volume to the OGOR.
Water Transfer Meter	Measures in bbls the volume transferred at the Water Transfer meter to custody of the midstream gatherer or direct to disposal.
Water Tank #	Physical tank count at the WMT. Tanks can vary in size by battery and volume requirements. BBL/Inch factors are calculated and applied at the asset level.

Individual Well Factors and Allocated Production						
Well Name	Water Allocation Factor	Well Test Hours	Hours Flowed	Water Allocation Factor Basis	Theoretical % of Production	Allocated Water
xxxxx	1571.00	24.00	24.00	1571.00	0.55512	1577.66
xxxxx	1259.00	24.00	24.00	1259.00	0.44488	1264.34
Totals	2830.00	-	-	2830.00	1.00000	2842.00

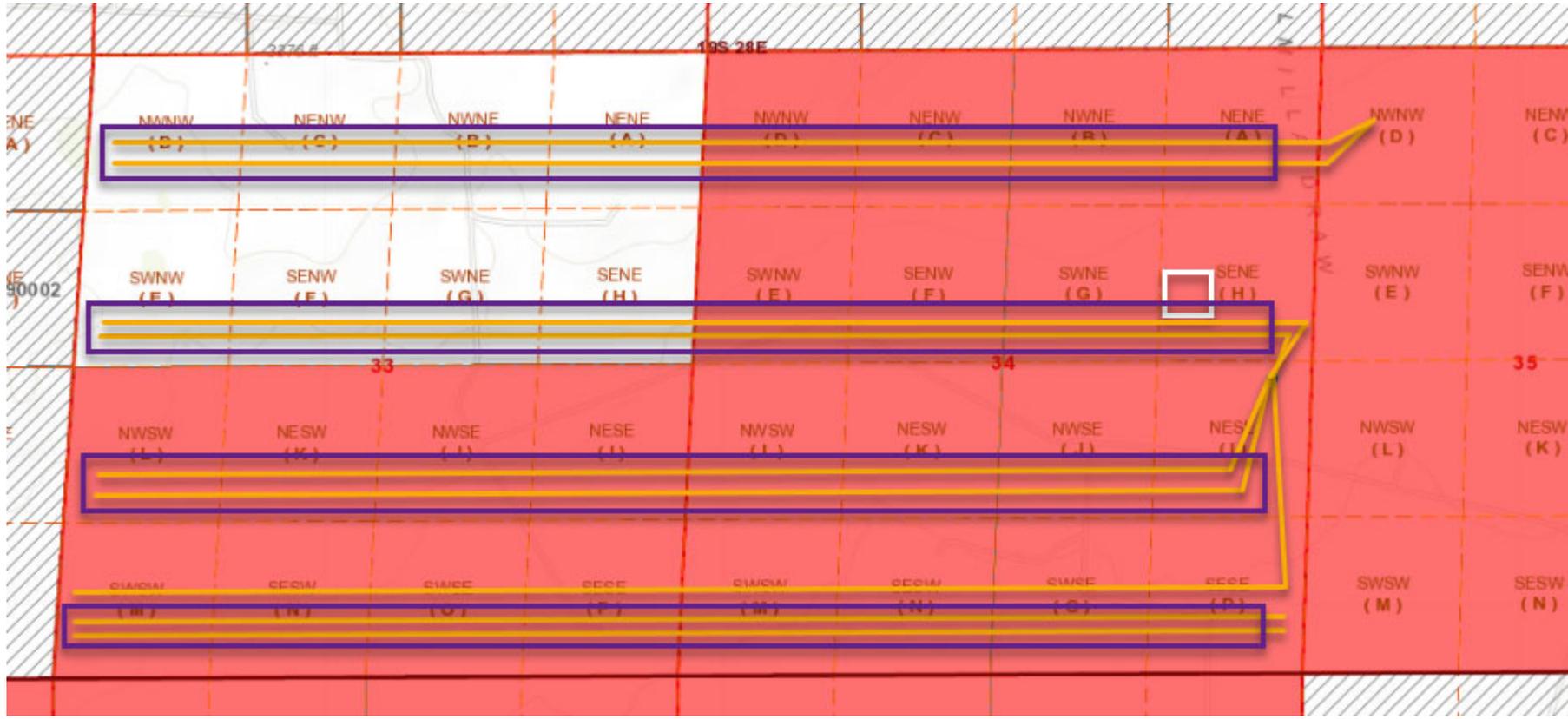
Water Master Tank (WMT)				
Asset	Beginning Water	Ending Water	Dispositions	Water Production
Water Tank 1 (WT1)	36.14	36.14		0.00
Water Tank 2 (WT2)	30.58	30.58		0.00
Water Tank 3 (WT3)	33.96	33.96		0.00
Water Transfer Meter			2842.00	2842.00
WMT Totals	100.68	100.68		2842.00

APPLICATION FOR SURFACE POOL/LEASE COMMINGLING

Colgate Operating, LLC respectfully requests approval to surface pool/lease commingle oil and gas from the following wells:

	API	WELL NAME	WELL #	LOCATION	POOL CODE/ NAME	STATUS	Oil BPD	Gravities	MCFPD	BTU
1	30-015-49005	DAWSON 34 FEDERAL COM	114H	I-34-19S-28E	[48035] OLD MILLMAN RANCH; BS (ASSOC) & [65010] WINCHESTER; BONE SPRING	Permitted	*2100	*43	*3400	*1250
2	30-015-47704	DAWSON 34 FEDERAL COM	123H	I-34-19S-28E	[48035] OLD MILLMAN RANCH; BS (ASSOC) & [65010] WINCHESTER; BONE SPRING	Drilled	*2100	*43	*3400	*1250
3	30-015-47603	DAWSON 34 FEDERAL COM	124H	P-34-19S-28E	[48035] OLD MILLMAN RANCH; BS (ASSOC) & [65010] WINCHESTER; BONE SPRING	Producing	*2100	*43	*3400	*1250
4	30-015-47705	DAWSON 34 FEDERAL COM	133H	I-34-19S-28E	[48035] OLD MILLMAN RANCH; BS (ASSOC) & [65010] WINCHESTER; BONE SPRING	Drilled	*1800	*43	*3800	*1250
5	30-015-47604	DAWSON 34 FEDERAL COM	134H	P-34-19S-28E	[48035] OLD MILLMAN RANCH; BS (ASSOC) & [65010] WINCHESTER; BONE SPRING	Producing	*1800	*43	*3800	*1250
6	30-015-47706	SHAMROCK 34 FEDERAL STATE COM	121H	D-35-19S-28E	[48035] OLD MILLMAN RANCH; BS (ASSOC) & [65010] WINCHESTER; BONE SPRING	Drilled	*2100	*43	*3400	*1250
7	30-015-47707	SHAMROCK 34 FEDERAL STATE COM	122H	H-34-19S-28E	[48035] OLD MILLMAN RANCH; BS (ASSOC) & [65010] WINCHESTER; BONE SPRING	Drilled	*2100	*43	*3400	*1250
8	30-015-47708	SHAMROCK 34 FEDERAL STATE COM	131H	D-35-19S-28E	[48035] OLD MILLMAN RANCH; BS (ASSOC) & [65010] WINCHESTER; BONE SPRING	Drilled	*1800	*43	*3800	*1250
9	30-015-47751	SHAMROCK 34 FEDERAL STATE COM	132H	I-34-19S-28E	[48035] OLD MILLMAN RANCH; BS (ASSOC) & [65010] WINCHESTER; BONE SPRING	Drilled	*1800	*43	*3800	*1250

Colgate Operating, LLC
Dawson/Shamrock Battery Overview Map
Sec 34, T19S, R28E
Eddy County, New Mexico

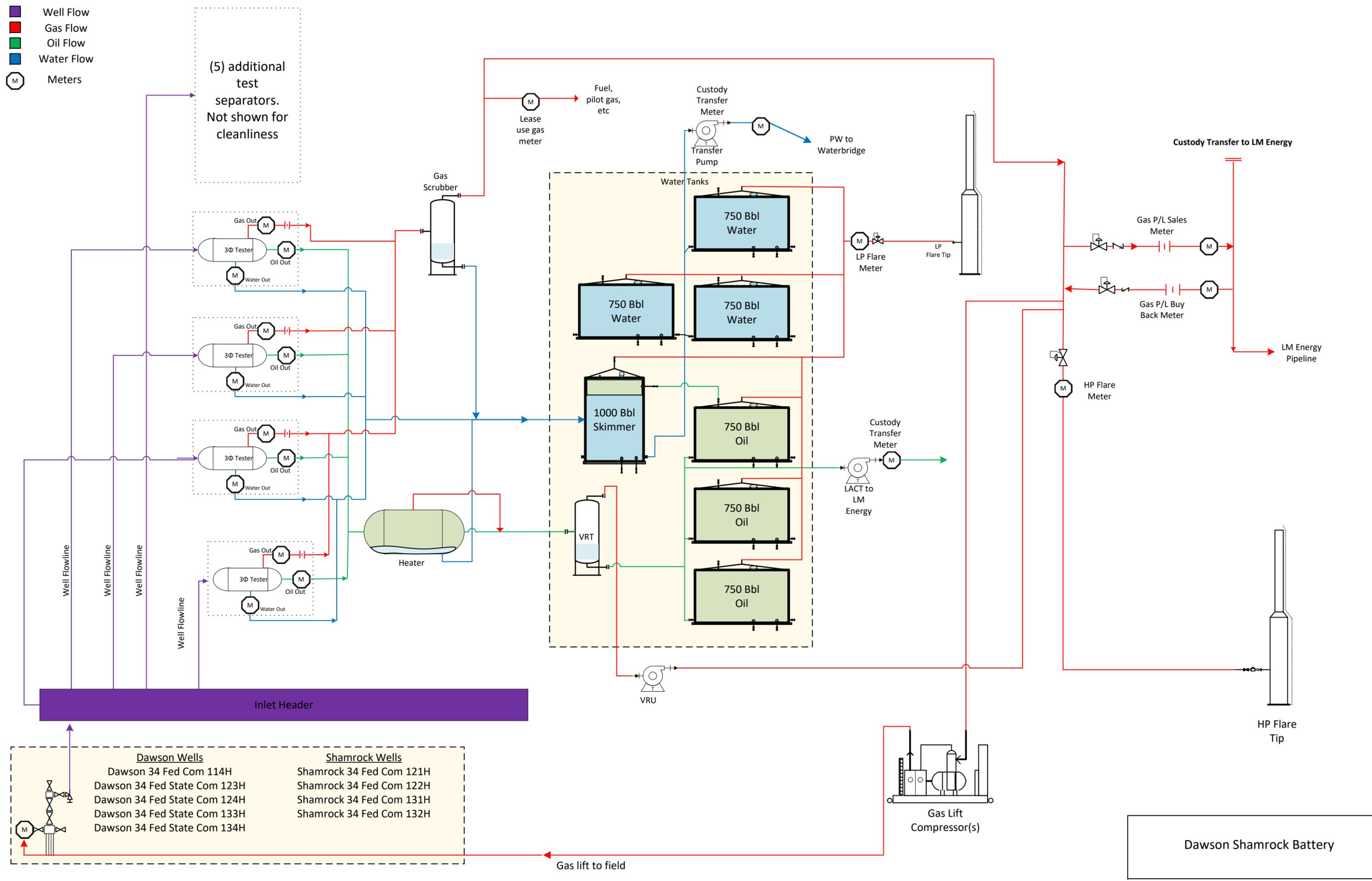


Section 33 and Section 34 Federal Lands

Wellbore

Battery

Communitization Agreement



- | Dawson Wells | Shamrock Wells |
|------------------------------|--------------------------|
| Dawson 34 Fed Com 114H | Shamrock 34 Fed Com 121H |
| Dawson 34 Fed State Com 123H | Shamrock 34 Fed Com 122H |
| Dawson 34 Fed State Com 124H | Shamrock 34 Fed Com 131H |
| Dawson 34 Fed State Com 133H | Shamrock 34 Fed Com 132H |
| Dawson 34 Fed State Com 134H | |

Affidavit of Publication

No. 26084

State of New Mexico Publisher

County of Eddy:

Danny Scott *[Signature]*

being duly sworn says that he is the Publisher

of the Artesia Daily Press, a daily newspaper of General circulation, published in English at Artesia, said county approximate, and that the hereto attached

Legal Ad

was published in a regular and entire issue of the said Artesia Daily Press, a daily newspaper duly qualified for that purpose within the meaning of Chapter 167 of

the 1937 Session Laws of the state of New Mexico for

_____ consecutive weeks/day on the same

day as follows:

First Publication _____ March 31, 2022

Second Publication _____

Third Publication _____

Fourth Publication _____

Fifth Publication _____

Sixth Publication _____

Seventh Publication _____

Subscribed and sworn before me this

31st day of March

2022

STATE OF NEW MEXICO
NOTARY PUBLIC
Latisha Romine
Commission Number 1076338
My Commission Expires May 12, 2023

[Signature]

Latisha Romine

Notary Public, Eddy County, New Mexico

Copy of Publication:

Legal Notice

Notice of Application for Surface Commingling: Colgate Operating, LLC located at 300 N. Marienfeld Street, Suite 1000, Midland TX 79701 is applying to the NMOCD to commingle oil and gas production from their Dawson 34 Fed wells and Shamrock 34 Fed State wells producing from leases located in Eddy County, Sections 33 & 34, T19S-R28E. Commingling will take place at the Dawson/Shamrock Battery located in SENE of Section 34, T19S-R28E. All wells involved in the proposed commingling will be producing from the Old Millman Ranch; BS (Assoc) and Winchester; Bone Spring. Pursuant to Statewide Rule 19.15-12.10, interested parties must file objections or requests for hearing in writing with the division's Santa Fe office within 20 days after publication, or the NMOCD may approve the application. For questions pertaining to the application, please contact Mikah Thomas (432-695-4272).

Published in the Artesia Daily Press, Artesia, N.M., March 31, 2022 Legal No. 26084.

tracking ADDY

70210950000066621063 New Mexico Oil Conservation Division811 S. FIRST STREETARTESIA, NM 88210

70210950000066621070 New Mexico Oil Conservation Division1220 SOUTH ST. FRANCIS DRIVESANTA FE, NM 87505

70210950000066621087 United States of America, Bureau of Land Management620 E. GREEN STREETCARLSBAD, NM 88220-6262

70210950000066621094 United States of America, Bureau of Land Management301 Dinosaur TrailSanta Fe, NM 87508

70210950000066621117 Abuelo, LLCPO Box 772Artesia, NM 88211

70210950000066621100 Brian Eamer30745 Pacific Coast Hwy, Ste #21Malibu, CA 90265

70210950000066621124 Brian Eamer30725 Manzano Dr.Malibu, CA, 90265

70210950000066621131 Carol Sue Mhoon5191 Jamaica BeachGalveston, TX 77554

70210950000066621148 Charles E. Moser and Vicky Moser, Trustees of the Moser Revocable Trust17249 E. Fort Verde Rd.Rio Verde, AZ 85263

70210950000066621155 Charles L. Johnson13322 Hampton Bend LaneHouston, TX 77070

70210950000066621162 Ergodic Resources, LLCPO. Box 2021Roswell, NM 88202

70210950000066621179 Erin Eamer4592 Via VistosaSanta Barbara, CA 93110

70210950000066621186 FlatRock Royalties LLC3720 Crestview Dr.Artesia, NM 88210-9489

70210950000066621193 Frank J. Pisor6319 N 8th StFresno, CA 93710

70210950000066621209 Greenville Partners6116 N Central EXPYDallas, TX 75206-5162

70210950000066621216 Heirs of George A.Lauck and Molly Lauck2036 N. Thorne Ave.Fresno, CA 93704

70210950000066621223 Heirs of George A.Lauck and Molly Lauck151 Vernal Dr.Alamo, CA 94507

70210950000066621230 James A. Lawson4816 Rosewood DrMidland, TX 79707

70210950000066621247 James A. LawsonPO Box 806Port Isabel, TX 78578

70210950000066621254 Kevin Hammitt3000 Callaway DrMidland, TX 79707

70210950000066621261 Kevin HammittPO Box 50880Midland, TX 79710-0880

70210950000066621278 Loco Hills Production Company, LLC. O. Box 779Artesia, NM 88211

70210950000066621285 Lori Lynn Johnson Nelson27 Agricultural AvenueRehoboth, MA 02769

70210950000066621292 Magnum Hunter Production, Inc.600 North Marienfeld, Suite 600Midland, TX 79701

70210950000066621308 Marathon Oil Permian, LLCPO Box 732312Dallas, TX 75373-2312

70210950000066621315 Mark and Paula McClellanPO Box 730Roswell, NM 88202

70210950000066621322 Mark and Paula McClellan5076 Bright Sky RdRoswell, NM 88201

70210950000066621339 Marshall & Winston, Inc.PO BOX 50880Midland, TX 79710-0880

70210950000066621346 Michael O. Johnson10427 Lazy MeadowsHouston, TX 77064

70210950000066621353 Mongoose Minerals, LLC Attn: Joint Interest Ventures600 W. Illinois AvenueMidland, TX 79701

70210950000066621360 Mountain Lion Oil & Gas, LLC7941 Katy Freeway #117Houston, TX 77024

70210950000066621377 Nestegg Energy Corp.2308 SIERRA VISTAArtesia, NM 88210-9409

70210950000066621384 Ross and Kandace McClellan3982 S. Spring LoopRoswell, NM 88203

70210950000066621391 Silverhair, LLC1301 LEWIS RD.Artesia, NM 88210

70210950000066621407 Abbejane Masterson Bates7433 Marquette StreetDallas, TX 75225

70210950000066621414 Adene L. Sealy2362 Terraridge DrHighlands Ranch, CO 80126

70210950000066621421 B and H Royalty CompanyPO Box 1Tyler, TX 75710

70210950000066621438 B and H Royalty Company3064 Concord PlaceTyler, TX 75701

70210950000066621445 Becky Ruth Welch Panek7011 E. Brooks DriveTucson, AZ 85730

70210950000066621452 Becky Ruth Welch Panek9 Pinto TrailSonoita, AZ 85637

70210950000066621469 Bill Ferguson2700 Liberty TowerOklahoma City, Oklahoma 73102

70210950000066621476 Bryan Winston Welch7231 E Speedway Blvd.Tuscon, AZ 85710

70210950000066621483 Byrl W. Harris3326 Rosemont WayEugene, OR 97401

70210950000066621490 C5 Capital Management, LLCPO Box 2218Albany, TX 76430

70210950000066621506 Carl Joseph Garrett, Executor, Estate of Jasper Ben Garrett, Jr.237 Simmons DriveHurst, TX 76053

70210950000066621513 Catherine E. HuffmanP.O. Box 100429Fort Worth, Texas 76185

70210950000066621520 Charles Eugene Cooper & DeAnn Hutson, Co-Trustees of the Charles Eugene Cooper TrustP.O. Box 117Canyon, TX 79015

70210950000066621537 Cheron Oil & Gas Co., Inc.P.O. Box 1722Tulsa, OK 74101

70210950000066621544 Claudia Baker4317 Cline Rd.Amarillo, TX 79110

70210950000066621551 Clinton H. Dean Jr.6006 Balcones Ct. No. 32E Paso, TX 79912

70210950000066621636 COG Operating LLC600 West IllinoisMidland, TX 79701

70210950000066621643 Connie Gale Becker16715 E. 80th St., N.Owasso, OK 74055-5836

70210950000066621650 Current Trustee under Declaration of Trust dated August 28, 1982, executed by Alice G. Davis299 West 31 St, Cottage 473Sea Island, GA 31561

70210950000066621667 Donna Marie Studer, Administrator, Estate of Genevieve Studer953 Mesa Vista Dr.Crowley, TX 76036

tracking	Mail_p	SetFile	ADDY
7021095000066621063	1	7 SHAMROC New Mexico Oil Conservation Division	811 S. FIRST STREETARTESIA, NM 88210
7021095000066621070	2	7 SHAMROC New Mexico Oil Conservation Division	1220 SOUTH ST. FRANCIS DRIVESANTA FE, NM 87505
7021095000066621087	3	7 SHAMROC United States of America, Bureau of Land Management	620 E. GREEN STREETCARLSBAD, NM 88220-6262
7021095000066621094	4	7 SHAMROC United States of America, Bureau of Land Management	301 Dinosaur TrailSanta Fe, NM 87508
7021095000066621117	5	7 SHAMROC Abuelo, LLC	PO Box 772Artesia, NM 88211
7021095000066621100	6	7 SHAMROC Brian Eamer	30745 Pacific Coast Hwy, Ste #21Malibu, CA 90265
7021095000066621124	7	7 SHAMROC Brian Eamer	30725 Manzano Dr.Malibu, CA, 90265
7021095000066621131	8	7 SHAMROC Carol Sue Mhoon	5191 Jamaica BeachGalveston, TX 77554
7021095000066621148	9	7 SHAMROC Charles E. Moser and Vicky Moser, Trustees of the Moser Revocable Trust	17249 E. Fort Verde Rd.Rio Verde, AZ 85263
7021095000066621155	10	7 SHAMROC Charles L. Johnson	13322 Hampton Bend LaneHouston, TX 77070
7021095000066621162	11	7 SHAMROC Ergodic Resources, LLC	P.O. Box 2021Roswell, NM 88202
7021095000066621179	12	7 SHAMROC Erin Eamer	4592 Via VistosaSanta Barbara, CA 93110
7021095000066621186	13	7 SHAMROC FlatRock Royalties LLC	3720 Crestview Dr.Artesia, NM 88210-9489
7021095000066621193	14	7 SHAMROC Frank J. Pisor	6319 N 8th StFresno, CA 93710
7021095000066621209	15	7 SHAMROC Greenville Partners	6116 N Central EXPYDallas, TX 75206-5162
7021095000066621216	16	7 SHAMROC Heirs of George A.Lauck and Molly Lauck	2036 N. Thorne Ave.Fresno, CA 93704
7021095000066621223	17	7 SHAMROC Heirs of George A.Lauck and Molly Lauck	151 Vernal Dr.Alamo, CA 94507
7021095000066621230	18	7 SHAMROC James A. Lawson	4816 Rosewood DrMidland, TX 79707
7021095000066621247	19	7 SHAMROC James A. Lawson	PO Box 806Port Isabel, TX 78578
7021095000066621254	20	7 SHAMROC Kevin Hammitt	3000 Callaway DrMidland, TX 79707
7021095000066621261	21	7 SHAMROC Kevin Hammitt	PO Box 50880Midland, TX 79710-0880
7021095000066621278	22	7 SHAMROC Loco Hills Production Company, LLC	P. O. Box 779Artesia, NM 88211
7021095000066621285	23	7 SHAMROC Lori Lynn Johnson Nelson	27 Agricultural AvenueRehoboth, MA 02769
7021095000066621292	24	7 SHAMROC Magnum Hunter Production, Inc.	600 North Marienfeld, Suite 600Midland, TX 79701
7021095000066621308	25	7 SHAMROC Marathon Oil Permian, LLC	PO Box 732312Dallas, TX 75373-2312
7021095000066621315	26	7 SHAMROC Mark and Paula McClellan	PO Box 730Roswell, NM 88202
7021095000066621322	27	7 SHAMROC Mark and Paula McClellan	5076 Bright Sky RdRoswell, NM 88201
7021095000066621339	28	7 SHAMROC Marshall & Winston, Inc.	PO BOX 50880Midland, TX 79710-0880
7021095000066621346	29	7 SHAMROC Michael O. Johnson	10427 Lazy MeadowsHouston, TX 77064
7021095000066621353	30	7 SHAMROC Mongoose Minerals, LLC	Attn: Joint Interest Ventures600 W. Illinois AvenueMidland, TX 79701
7021095000066621360	31	7 SHAMROC Mountain Lion Oil & Gas, LLC	7941 Katy Freeway #117Houston, TX 77024
7021095000066621377	32	7 SHAMROC Nestegg Energy Corp.	2308 SIERRA VISTAArtesia, NM 88210-9409
7021095000066621384	33	7 SHAMROC Ross and Kandace McClellan	3982 S. Spring LoopRoswell, NM 88203
7021095000066621391	34	7 SHAMROC Silverhair, LLC	1301 LEWIS RD.Artesia, NM 88210
7021095000066621407	35	7 SHAMROC Abbejane Masterson Bates	7433 Marquette StreetDallas, TX 75225
7021095000066621414	36	7 SHAMROC Adene L. Sealy	2362 Terraridge DrHighlands Ranch, CO 80126
7021095000066621421	37	7 SHAMROC B and H Royalty Company	PO Box 1Tyler, TX 75710
7021095000066621438	38	7 SHAMROC B and H Royalty Company	3064 Concord PlaceTyler, TX 75701
7021095000066621445	39	7 SHAMROC Becky Ruth Welch Panek	7011 E. Brooks DriveTucson, AZ 85730
7021095000066621452	40	7 SHAMROC Becky Ruth Welch Panek	9 Pinto TrailSonoita, AZ 85637
7021095000066621469	41	7 SHAMROC Bill Ferguson	2700 Liberty TowerOklahoma City, Oklahoma 73102
7021095000066621476	42	7 SHAMROC Bryan Winston Welch	7231 E Speedway Blvd.Tucson, AZ 85710
7021095000066621483	43	7 SHAMROC Byrl W. Harris	3326 Rosemont WayEugene, OR 97401
7021095000066621490	44	7 SHAMROC C5 Capital Management, LLC	PO Box 2218Albany, TX 76430
7021095000066621506	45	7 SHAMROC Carl Joseph Garrett, Executor, Estate of Jasper Ben Garrett, Jr.	237 Simmons DriveHurst, TX 76053
7021095000066621513	46	7 SHAMROC Catherine E. Huffman	P.O. Box 100429Fort Worth, Texas 76185
7021095000066621520	47	7 SHAMROC Charles Eugene Cooper & DeAnn Hutson, Co-Trustees of the Charles Eugene Cooper Trust	P.O. Box 117Canyon, TX 79015
7021095000066621537	48	7 SHAMROC Cheron Oil & Gas Co., Inc.	P.O. Box 1722Tulsa, OK 74101
7021095000066621544	49	7 SHAMROC Claudia Baker	4317 Cline Rd.Amarillo, TX 79110
7021095000066621551	50	7 SHAMROC Clinton H. Dean Jr.	6006 Balcones Ct. No. 32El Paso, TX 79912
7021095000066621636	51	7 SHAMROC COG Operating LLC	600 West IllinoisMidland, TX 79701
7021095000066621643	52	7 SHAMROC Connie Gale Becker	16715 E. 80th St., N.Owasso, OK 74055-5836

Well Name: DAWSON 34 FED STATE COM	Well Location: T19S / R28E / SEC 34 / SESE / 32.6108239 / -104.158156	County or Parish/State: EDDY / NM
Well Number: 124H	Type of Well: OIL WELL	Allottee or Tribe Name:
Lease Number: NMNM0473362	Unit or CA Name:	Unit or CA Number:
US Well Number: 300154760300X1	Well Status: Drilling Well	Operator: COLGATE OPERATING LLC

Notice of Intent

Sundry ID: 2666498

Type of Submission: Notice of Intent

Type of Action: Commingling (Surface)

Date Sundry Submitted: 04/12/2022

Time Sundry Submitted: 09:40

Date proposed operation will begin: 05/01/2022

Procedure Description:

Surface Disturbance

Is any additional surface disturbance proposed?: No

NOI Attachments

Procedure Description

Commingle_Notification_Tracking_Numbers_20220412094007.pdf

Dawson_Shamrock_Serial_Page_20220412093609.pdf

Dawson_Shamrock_Commingling_Cover_Ltr_3.25.2022_20220412093601.pdf

Dawson_Shamrock_Battery_Publication_Affidavit_20220412093555.pdf

Dawson_Shamrock_Plot_Plan_20220412093548.pdf

Dawson_Shamrock_C_107B_Signed_20220412093543.pdf

Dawson_Shamrock_Battery_Diagram_20220412093537.pdf

Commingled_Wells_for_the_Dawson_Shamrock_20220412093532.pdf

Well Name: DAWSON 34 FED STATE COM

Well Location: T19S / R28E / SEC 34 / SESE / 32.6108239 / -104.158156

County or Parish/State: EDDY / NM

Well Number: 124H

Type of Well: OIL WELL

Allottee or Tribe Name:

Lease Number: NMNM0473362

Unit or CA Name:

Unit or CA Number:

US Well Number: 300154760300X1

Well Status: Drilling Well

Operator: COLGATE OPERATING LLC

BLM_Com_Shamrock_34_Fed_Com_122H__132H_3.1.2022_20220412093457.pdf

BLM_Com_Shamrock_34_Fed_Com_121H__131H_2.25.2022_20220412093453.pdf

BLM_Com_Dawson_34_Fed_Com_124H__134H_1.19.2022_20220412093449.pdf

BLM_Com_Dawson_34_Fed_Com_123H__133H_2.15.22_20220412093443.pdf

Allocation_Methodology_and_Supporting_Docs_20220412093435.pdf

Administrative_App_Checklist_Dawson_Shamrock_Signed_20220412093431.pdf

Operator Certification

I certify that the foregoing is true and correct. Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. Electronic submission of Sundry Notices through this system satisfies regulations requiring a submission of Form 3160-5 or a Sundry Notice.

Operator Electronic Signature: MIKAH THOMAS

Signed on: APR 12, 2022 09:40 AM

Name: COLGATE OPERATING LLC

Title: Operations Tech

Street Address: 300 N. Marienfeld Street, Suite 1000

City: Midland **State:** TX

Phone: (432) 695-4272

Email address: mthomas@colgateenergy.com

Field Representative

Representative Name:

Street Address:

City: **State:** **Zip:**

Phone:

Email address:

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number 30-015-	2 Pool Code 65010	3 Pool Name WINCHESTER; BONE SPRING
4 Property Code	5 Property Name DAWSON 34 FED COM	
6 Well Number 114H	7 OGRID No. 371449	
8 Operator Name COLGATE OPERATING, LLC		9 Elevation 3308.8'

10 Surface Location

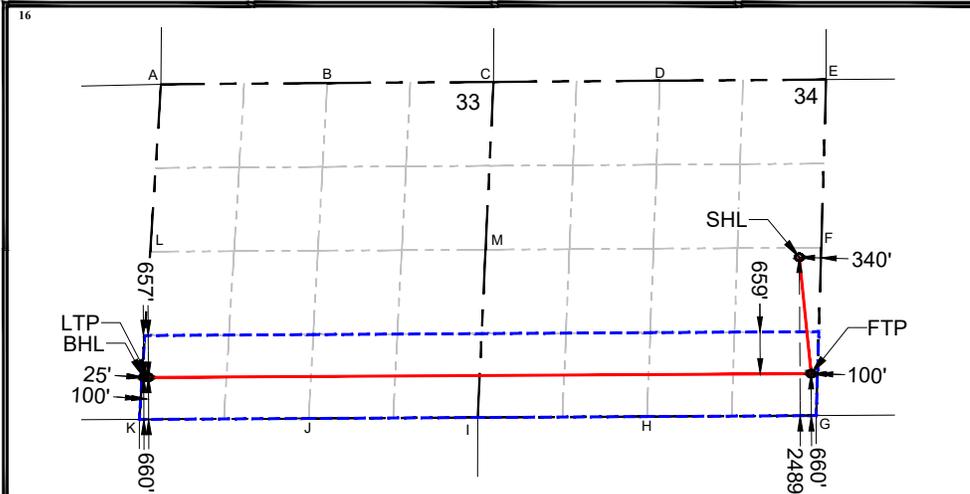
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	34	19-S	28-E		2489'	SOUTH	340'	EAST	EDDY

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	33	19-S	28-E		660'	SOUTH	25'	WEST	EDDY

12 Dedicated Acres 320	13 Joint or Infill	14 Consolidation Code C	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.



SURFACE HOLE LOCATION (SHL)
NEW MEXICO EAST - NAD 83
X=595562.95 LAT.= 32.61685925° N
Y=588189.11 LONG.= 104.15721662° W
NEW MEXICO EAST - NAD 27
X=554382.93 LAT.= 32.61674193° N
Y=588127.35 LONG.= 104.15670921° W
2489' FSL, 340' FEL - SECTION 34

FIRST TAKE POINT (FTP)
NEW MEXICO EAST - NAD 83
X=595748.32 LAT.= 32.61183277° N
Y=586360.76 LONG.= 104.15662444° W
NEW MEXICO EAST - NAD 27
X=554568.27 LAT.= 32.61171540° N
Y=586299.04 LONG.= 104.15611717° W
660' FSL, 100' FEL - SECTION 34
659' FNL, 100' FEL - LEASE LINE

LAST TAKE POINT (LTP)
NEW MEXICO EAST - NAD 83
X=585345.06 LAT.= 32.61171634° N
Y=586302.76 LONG.= 104.19041103° W
NEW MEXICO EAST - NAD 27
X=544165.03 LAT.= 32.61159933° N
Y=586241.12 LONG.= 104.18990292° W
660' FSL, 100' FWL - SECTION 33
657' FNL, 100' FWL - LEASE LINE

BOTTOM HOLE LOCATION (BHL)
NEW MEXICO EAST - NAD 83
X=585269.88 LAT.= 32.61171549° N
Y=586302.35 LONG.= 104.19065519° W
NEW MEXICO EAST - NAD 27
X=544089.85 LAT.= 32.61159848° N
Y=586240.71 LONG.= 104.19014708° W
660' FSL, 25' FWL - SECTION 33
657' FNL, 25' FWL - LEASE LINE

- CORNER DATA**
NEW MEXICO EAST - NAD 83
- A - FOUND IRON PIPE W/ BRASS CAP N:590907.03' E:585541.35'
 - B - FOUND 5/8" IRON ROD W/ ALUM CAP N:590925.86' E:588152.01'
 - C - FOUND IRON PIPE W/ BRASS CAP N:590945.00' E:590760.88'
 - D - FOUND IRON PIPE W/ BRASS CAP N:590962.75' E:593372.54'
 - E - FOUND IRON PIPE W/ BRASS CAP N:590981.15' E:595983.74'
 - F - FOUND IRON PIPE W/ BRASS CAP N:588340.39' E:595907.65'
 - G - FOUND IRON PIPE W/ BRASS CAP N:585701.20' E:595828.61'
 - H - FOUND 5/8" IRON ROD W/ ALUM CAP N:585686.35' E:593171.86'
 - I - FOUND IRON PIPE W/ BRASS CAP N:585671.76' E:590514.87'
 - J - FOUND IRON PIPE W/ BRASS CAP N:585656.50' E:587858.72'
 - K - FOUND IRON PIPE W/ BRASS CAP N:585641.97' E:585202.31'
 - L - FOUND IRON PIPE W/ BRASS CAP N:588276.86' E:585371.95'
 - M - FOUND IRON PIPE W/ BRASS CAP N:588307.96' E:590637.53'

17 OPERATOR CERTIFICATION

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

[Signature] 06/15/2021
Signature Date

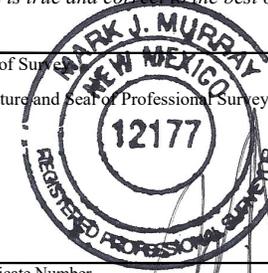
Mikah Thomas
Printed Name

mthomas@colgateenergy.com
E-mail Address

18 SURVEYOR CERTIFICATION

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

Date of Survey
Signature and Seal of Professional Surveyor



5/27/2021
Certificate Number

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

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

Form C-102
Revised August 1, 2011
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District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number 30-015-47704		2 Pool Code 48035 & 65010		3 Pool Name OLD MILLMAN RANCH; BS & WINCHESTER; BS	
4 Property Code 329759		5 Property Name DAWSON 34 FED COM			6 Well Number 123H
7 OGRID No. 371449		8 Operator Name COLGATE OPERATING, LLC			9 Elevation 3309.0'

10 Surface Location

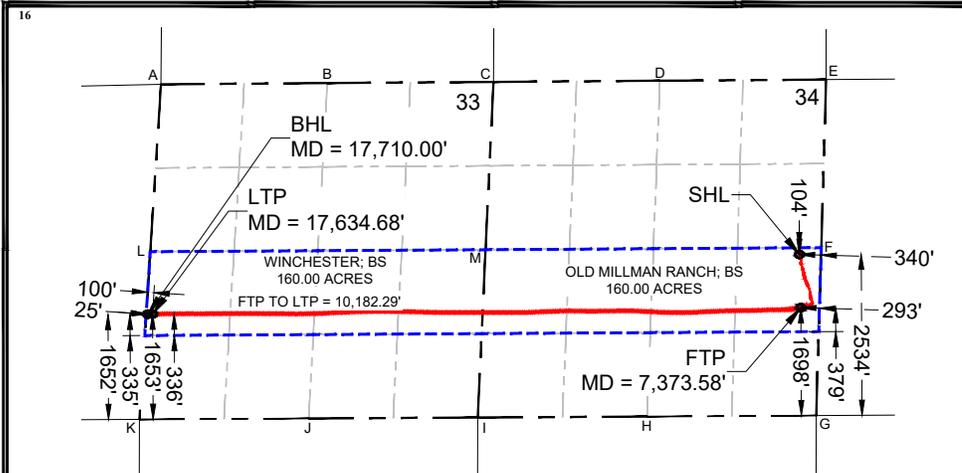
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	34	19-S	28-E		2534'	SOUTH	340'	EAST	EDDY

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	33	19-S	28-E		1652'	SOUTH	25'	WEST	EDDY

12 Dedicated Acres 320	13 Joint or Infill	14 Consolidation Code C	15 Order No.
----------------------------------	---------------------------	-----------------------------------	---------------------

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



17 OPERATOR CERTIFICATION

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

Mikah Thomas 03.14.2022
Signature Date

Mikah Thomas
Printed Name

mthomas@colgateenergy.com
E-mail Address

18 SURVEYOR CERTIFICATION

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

Date of Survey
Signature and Seal of Professional Surveyor



2/23/2022
Certificate Number

SURFACE HOLE LOCATION (SHL)
NEW MEXICO EAST - NAD 83
X=588234.08 LONG.= 104.15721188° W
NEW MEXICO EAST - NAD 27
X=554384.31 LAT.= 32.61686552° N
Y=588172.31 LONG.= 104.15670446° W
2534' FSL, 340' FEL - SECTION 34
104' FNL, 340' FEL - LEASE LINE

FIRST TAKE POINT (FTP)
NEW MEXICO EAST - NAD 83
X=595585.95 LAT.= 32.61468458° N
Y=587397.99 LONG.= 104.15714615° W
NEW MEXICO EAST - NAD 27
X=554405.92 LAT.= 32.61456724° N
Y=587336.25 LONG.= 104.15663879° W
1698' FSL, 293' FEL - SECTION 34
379' FSL, 293' FEL - LEASE LINE
MD = 7,373.58'

LAST TAKE POINT (LTP)
NEW MEXICO EAST - NAD 83
X=585409.00 LAT.= 32.61444725° N
Y=587296.37 LONG.= 104.19019903° W
NEW MEXICO EAST - NAD 27
X=544228.99 LAT.= 32.61433027° N
Y=587234.71 LONG.= 104.1899086° W
1653' FSL, 100' FWL - SECTION 33
336' FSL, 100' FWL - LEASE LINE
MD = 17,634.68'

BOTTOM HOLE LOCATION (BHL)
NEW MEXICO EAST - NAD 83
X=585333.71 LAT.= 32.61444417° N
Y=587295.15 LONG.= 104.19044356° W
NEW MEXICO EAST - NAD 27
X=544153.70 LAT.= 32.61432719° N
Y=587233.48 LONG.= 104.18993538° W
1652' FSL, 25' FWL - SECTION 33
335' FSL, 25' FWL - LEASE LINE
MD = 17,710.00'

- CORNER DATA
NEW MEXICO EAST - NAD 83
- A - FOUND IRON PIPE W/ BRASS CAP N:590907.03' E:585541.35'
 - B - FOUND 5/8" IRON ROD W/ ALUM CAP N:590925.86' E:588152.01'
 - C - FOUND IRON PIPE W/ BRASS CAP N:590945.00' E:590760.88'
 - D - FOUND IRON PIPE W/ BRASS CAP N:590962.75' E:593372.54'
 - E - FOUND IRON PIPE W/ BRASS CAP N:590981.15' E:595983.74'
 - F - FOUND IRON PIPE W/ BRASS CAP N:588340.39' E:595907.65'
 - G - FOUND IRON PIPE W/ BRASS CAP N:585701.20' E:595828.61'
 - H - FOUND 5/8" IRON ROD W/ ALUM CAP N:585686.35' E:593171.86'
 - I - FOUND IRON PIPE W/ BRASS CAP N:585671.76' E:590514.87'
 - J - FOUND IRON PIPE W/ BRASS CAP N:585656.50' E:587858.72'
 - K - FOUND IRON PIPE W/ BRASS CAP N:585641.97' E:585202.31'
 - L - FOUND IRON PIPE W/ BRASS CAP N:588276.86' E:585371.95'
 - M - FOUND IRON PIPE W/ BRASS CAP N:588307.96' E:590637.53'

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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
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District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number 30-015-47603		2 Pool Code 48035		3 Pool Name OLD MILLMAN RANCH;BS (ASSOC)	
4 Property Code 329759		5 Property Name DAWSON 34 FED COM			6 Well Number 124H
7 OGRID No. 371449		8 Operator Name COLGATE ENERGY			9 Elevation 3298.0'

10 Surface Location

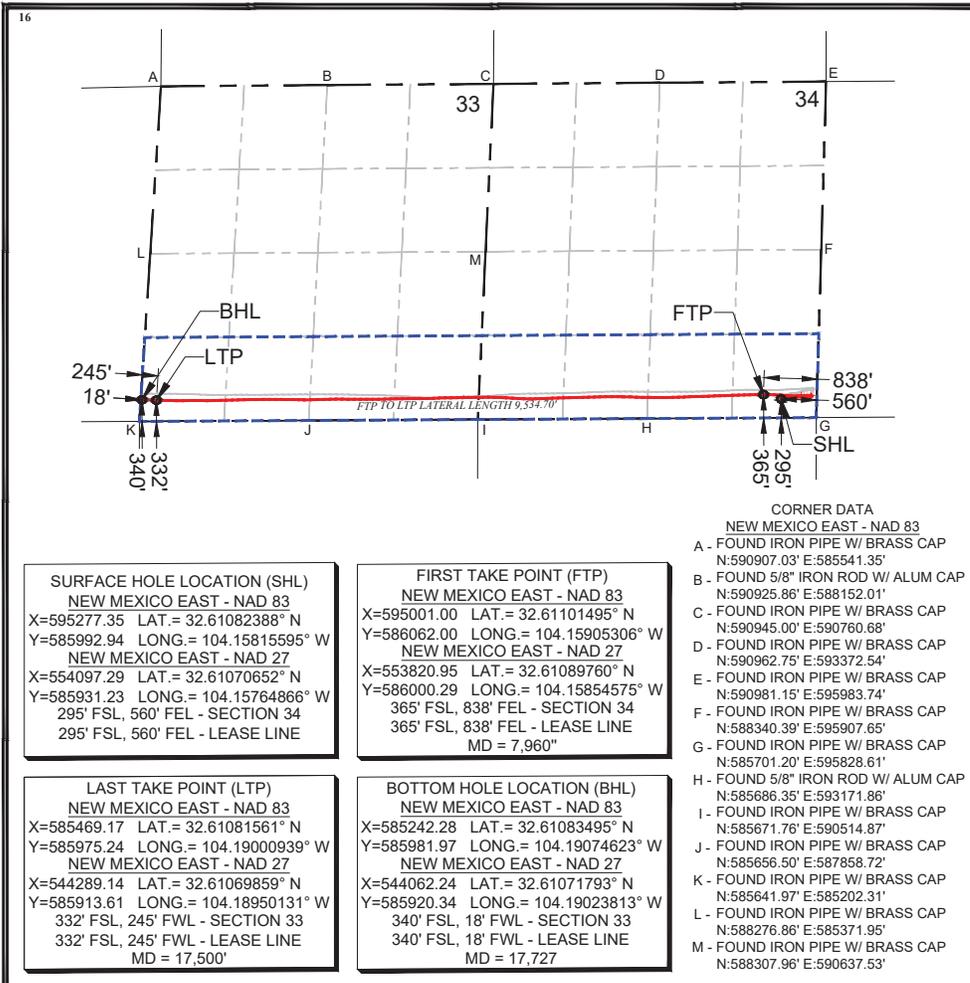
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	34	19-S	28-E		295'	SOUTH	560'	EAST	EDDY

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	33	19-S	28-E		340'	SOUTH	18'	WEST	EDDY

12 Dedicated Acres 320	13 Joint or Infill	14 Consolidation Code C	15 Order No.
----------------------------------	---------------------------	-----------------------------------	---------------------

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



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

Mikah Thomas 04.12.2021
Signature Date

Mikah Thomas
Printed Name

mthomas@colgateenergy.com
E-mail Address

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

MARK A. MURRAY
NEW MEXICO
REGISTERED PROFESSIONAL SURVEYOR
12177

Date of Survey
Signature and Seal of Professional Surveyor
4/12/2021

Certificate Number

DISTRICT I
1825 N. French Dr., Hobbs, N.M. 88240
Phone: (575) 393-8161 Fax: (575) 393-0720

DISTRICT II
811 S. First St., Artesia, N.M. 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

DISTRICT III
1000 Rio Brazos Rd., Aztec, N.M. 87410
Phone: (505) 334-6178 Fax: (505) 334-6170

DISTRICT IV
1220 S. St. Francis Dr., Santa Fe, N.M. 87505
Phone: (505) 476-3460 Fax: (505) 476-3482

State of New Mexico
Energy, Minerals & Natural Resources Department

Form C-102

Revised August 1, 2011

Submit one copy to appropriate
District Office

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

AS-DRILLED

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-47705	² Pool Code 48035 & 65010	³ Pool Name Old Millman Ranch; BS & Winchester; BS
⁴ Property Code	⁵ Property Name Dawson 34 Fed Com	
⁷ GRID No. 371449	⁸ Operator Name Colgate Operating, LLC	⁶ Well Number 133H
		⁹ Elevation 3310

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	34	19 S	28 E		2572	South	340	East	Eddy

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	33	19 S	28 E		1702	South	13	West	Eddy

¹² Dedicated Acres 320	¹³ Joint or Infill	¹⁴ Consolidation Code C	¹⁵ Order No.
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NO ALLOWABLE WILL BE ASSIGNED TO THIS COMPLETION UNTIL ALL INTERESTS HAVE BEEN CONSOLIDATED OR A NON-STANDARD UNIT HAS BEEN APPROVED BY THE DIVISION

16

Legend:

- = Surface Location
- = Bottom Hole Location
- ◇ = Kick Off Point (KOP)
- △ = First Take Point (FTP)
- = Last Take Point (LTP)
- ⊕ = Found 1941 USGLO Brass Cap
- ⊙ = Found 1942 USGLO Brass Cap
- ⊗ = Found Monument

NOTE:
DOWNHOLE INFORMATION TAKEN FROM A REPORT FURNISHED BY COLGATE ENERGY, DATED 1-05-22

17 OPERATOR CERTIFICATION

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

Signature _____ Date _____

Printed Name _____

E-mail Address _____

18 SURVEYOR CERTIFICATION

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

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

17078
Certificate Number

1 1/2" Ac.

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

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number 30-015-47604		2 Pool Code 48035		3 Pool Name Old Millman Ranch; Bone Spring	
4 Property Code 329759		5 Property Name DAWSON 34 FED COM			6 Well Number 134H
7 OGRID No. 371449		8 Operator Name COLGATE ENERGY			9 Elevation 3299.9'

10 Surface Location

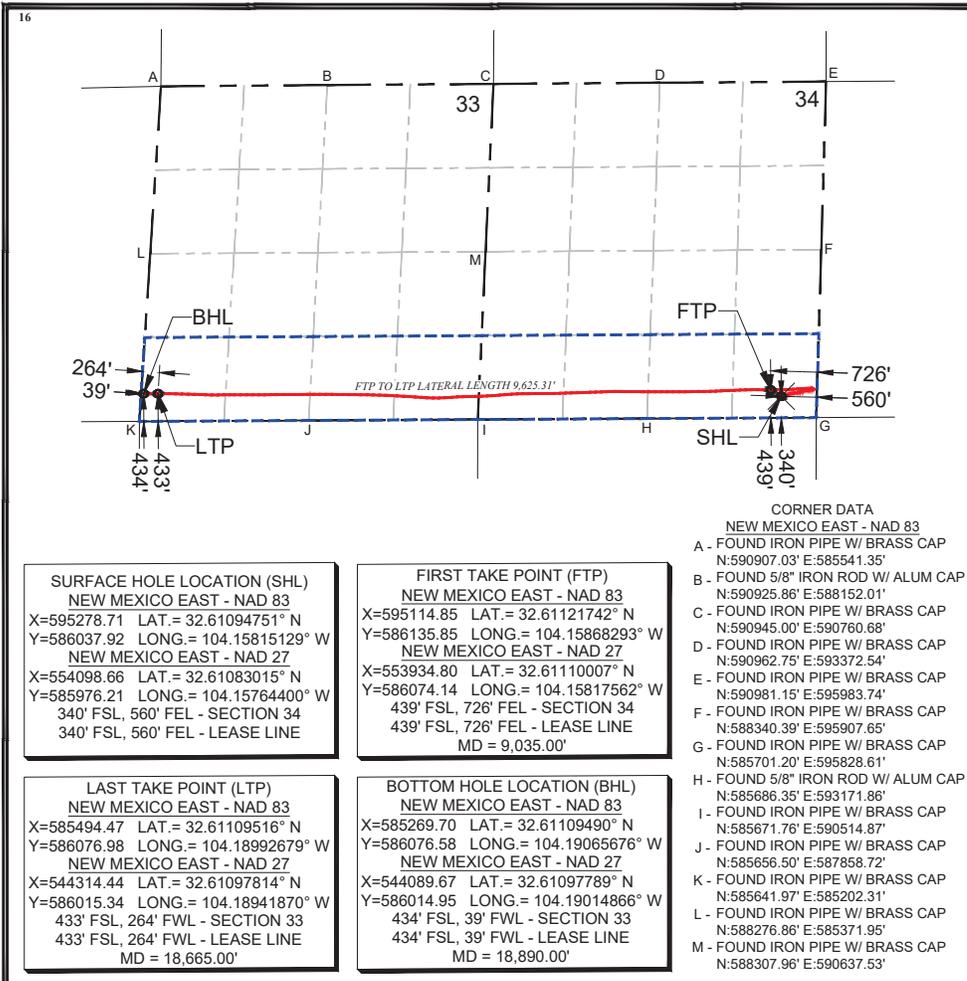
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
P	34	19-S	28-E		340'	SOUTH	560'	EAST	EDDY

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	33	19-S	28-E		434'	SOUTH	39'	WEST	EDDY

12 Dedicated Acres 320	13 Joint or Infill	14 Consolidation Code C	15 Order No.
----------------------------------	---------------------------	-----------------------------------	---------------------

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



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

[Signature] 04.12.2021
Signature Date
Mikah Thomas
Printed Name
mthomas@colgateenergy.com
E-mail Address

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

[Signature]
Date of Survey
Signature and Seal of Professional Surveyor
REGISTERED PROFESSIONAL SURVEYOR
12177
4/12/2021
Certificate Number

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

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

Form C-102
Revised August 1, 2011
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District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number 30-015-47707	2 Pool Code 48035 & 65010	3 Pool Name OLD MILLMAN RANCH; BS & WINCHESTER; BS
4 Property Code 32984	5 Property Name SHAMROCK 34 FED COM	
6 Well Number 122H	7 OGRID No. 371449	
8 Operator Name COLGATE OPERATING, LLC		9 Elevation 3310.3'

10 Surface Location

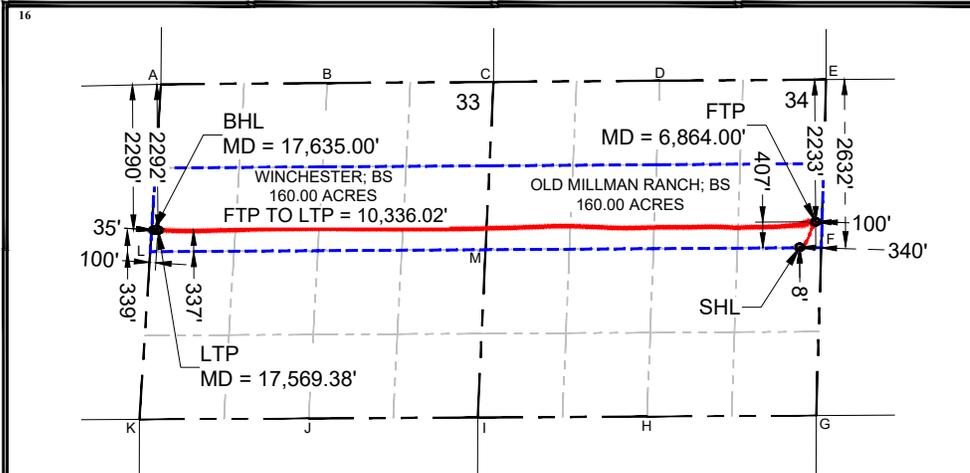
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
H	34	19-S	28-E		2632'	NORTH	340'	EAST	EDDY

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	33	19-S	28-E		2290'	NORTH	35'	WEST	EDDY

12 Dedicated Acres 320	13 Joint or Infill	14 Consolidation Code	15 Order No.
----------------------------------	---------------------------	------------------------------	---------------------

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



17 OPERATOR CERTIFICATION

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

[Signature] 03.14.2022
Signature Date

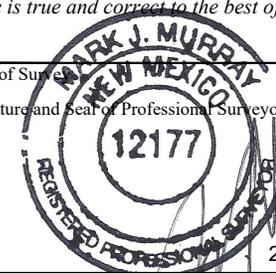
Mikah Thomas
Printed Name

mthomas@colgateenergy.com
E-mail Address

18 SURVEYOR CERTIFICATION

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

Date of Survey
Signature and Seal of Professional Surveyor



2/23/2022
Certificate Number

SURFACE HOLE LOCATION (SHL)
NEW MEXICO EAST - NAD 83
X=595567.79 LAT.= 32.61729191° N
Y=588346.52 LONG.= 104.15720003° W
NEW MEXICO EAST - NAD 27
X=554387.78 LAT.= 32.61717459° N
Y=588284.76 LONG.= 104.15669260° W
2632' FNL, 340' FEL - SECTION 34
8' FSL, 340' FEL - LEASE LINE

FIRST TAKE POINT (FTP)
NEW MEXICO EAST - NAD 83
X=595819.34 LAT.= 32.61839192° N
Y=588747.13 LONG.= 104.15638089° W
NEW MEXICO EAST - NAD 27
X=554639.33 LAT.= 32.61827461° N
Y=588685.36 LONG.= 104.15587345° W
2233' FNL, 100' FEL - SECTION 34
407' FSL, 100' FEL - LEASE LINE
MD = 6,864.00'

LAST TAKE POINT (LTP)
NEW MEXICO EAST - NAD 83
X=585493.91 LAT.= 32.61807020° N
Y=588614.53 LONG.= 104.18991750° W
NEW MEXICO EAST - NAD 27
X=544313.91 LAT.= 32.61795325° N
Y=588552.84 LONG.= 104.18940924° W
2292' FNL, 100' FWL - SECTION 33
337' FSL, 100' FWL - LEASE LINE
MD = 17,569.38'

BOTTOM HOLE LOCATION (BHL)
NEW MEXICO EAST - NAD 83
X=585428.49 LAT.= 32.61807612° N
Y=588616.59 LONG.= 104.19012994° W
NEW MEXICO EAST - NAD 27
X=544248.50 LAT.= 32.61795916° N
Y=588554.90 LONG.= 104.18962168° W
2290' FNL, 35' FWL - SECTION 33
339' FSL, 35' FWL - LEASE LINE
MD = 17,635.00'

- CORNER DATA**
NEW MEXICO EAST - NAD 83
- A - FOUND IRON PIPE W/ BRASS CAP N:590907.03' E:585541.35'
 - B - FOUND 5/8" IRON ROD W/ ALUM CAP N:590925.86' E:588152.01'
 - C - FOUND IRON PIPE W/ BRASS CAP N:590945.00' E:590760.88'
 - D - FOUND IRON PIPE W/ BRASS CAP N:590962.75' E:593372.54'
 - E - FOUND IRON PIPE W/ BRASS CAP N:590981.15' E:595983.74'
 - F - FOUND IRON PIPE W/ BRASS CAP N:588340.39' E:595907.65'
 - G - FOUND IRON PIPE W/ BRASS CAP N:585701.20' E:595828.61'
 - H - FOUND 5/8" IRON ROD W/ ALUM CAP N:585686.35' E:593171.86'
 - I - FOUND IRON PIPE W/ BRASS CAP N:585671.76' E:590514.87'
 - J - FOUND IRON PIPE W/ BRASS CAP N:585656.50' E:587858.72'
 - K - FOUND IRON PIPE W/ BRASS CAP N:585641.97' E:585202.31'
 - L - FOUND IRON PIPE W/ BRASS CAP N:588276.86' E:585371.95'
 - M - FOUND IRON PIPE W/ BRASS CAP N:588307.96' E:590637.53'

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
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District IV
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Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number 30-015-47706	2 Pool Code 48035 & 65010	3 Pool Name OLD MILLMAN RANCH; BS & WINCHESTER; BS
4 Property Code 329804	5 Property Name SHAMROCK 34 FED COM	
6 Well Number 121H	7 OGRID No. 371449	
8 Operator Name COLGATE OPERATING, LLC		9 Elevation 3317.7'

10 Surface Location

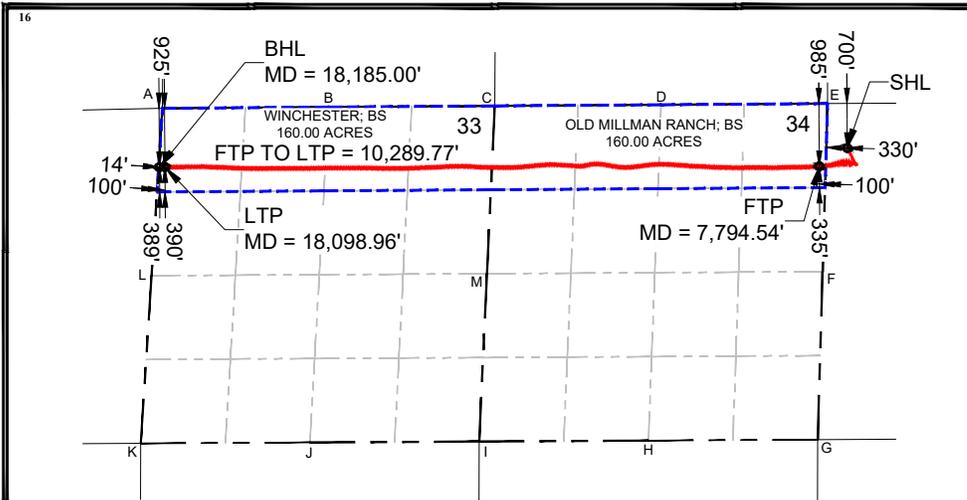
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	35	19-S	28-E		700'	NORTH	330'	EAST	EDDY

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	33	19-S	28-E		925'	NORTH	14'	WEST	EDDY

12 Dedicated Acres 320	13 Joint or Infill	14 Consolidation Code C	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.



CORNER DATA
NEW MEXICO EAST - NAD 83

- A - FOUND IRON PIPE W/ BRASS CAP N:590907.03' E:585541.35'
- B - FOUND 5/8" IRON ROD W/ ALUM CAP N:590925.86' E:588152.01'
- C - FOUND IRON PIPE W/ BRASS CAP N:590945.00' E:590760.68'
- D - FOUND IRON PIPE W/ BRASS CAP N:590962.75' E:593372.54'
- E - FOUND IRON PIPE W/ BRASS CAP N:590981.15' E:595983.74'
- F - FOUND IRON PIPE W/ BRASS CAP N:588340.39' E:595907.65'
- G - FOUND IRON PIPE W/ BRASS CAP N:585701.20' E:595828.61'
- H - FOUND 5/8" IRON ROD W/ ALUM CAP N:585686.35' E:593171.86'
- I - FOUND IRON PIPE W/ BRASS CAP N:585671.76' E:590514.87'
- J - FOUND IRON PIPE W/ BRASS CAP N:585656.50' E:587858.72'
- K - FOUND IRON PIPE W/ BRASS CAP N:585641.97' E:585202.31'
- L - FOUND IRON PIPE W/ BRASS CAP N:588276.86' E:585371.85'
- M - FOUND IRON PIPE W/ BRASS CAP N:588307.96' E:590637.53'

SURFACE HOLE LOCATION (SHL)
NEW MEXICO EAST - NAD 83
X=596293.88 LAT.= 32.62261125° N
Y=590282.94 LONG.= 104.15483124° W
NEW MEXICO EAST - NAD 27
X=555113.90 LAT.= 32.62249396° N
Y=590221.13 LONG.= 104.15432373° W
700' FNL, 330' FWL - SECTION 35

FIRST TAKE POINT (FTP)
NEW MEXICO EAST - NAD 83
X=595855.30 LAT.= 32.62182303° N
Y=589995.45 LONG.= 104.15625732° W
NEW MEXICO EAST - NAD 27
X=554675.32 LAT.= 32.62170575° N
Y=589933.65 LONG.= 104.15574979° W
985' FNL, 100' FEL - SECTION 34
335' FSL, 100' FEL - LEASE LINE
MD = 7,794.54'

LAST TAKE POINT (LTP)
NEW MEXICO EAST - NAD 83
X=585582.10 LAT.= 32.62182985° N
Y=589982.43 LONG.= 104.18962505° W
NEW MEXICO EAST - NAD 27
X=544402.13 LAT.= 32.62171292° N
Y=589920.70 LONG.= 104.18911670° W
925' FNL, 100' FWL - SECTION 33
390' FSL, 100' FWL - LEASE LINE
MD = 18,098.96'

BOTTOM HOLE LOCATION (BHL)
NEW MEXICO EAST - NAD 83
X=585496.07 LAT.= 32.62182719° N
Y=589981.34 LONG.= 104.18990448° W
NEW MEXICO EAST - NAD 27
X=544316.10 LAT.= 32.62171026° N
Y=589919.62 LONG.= 104.18939613° W
925' FNL, 14' FWL - SECTION 33
389' FSL, 14' FWL - LEASE LINE
MD = 18,185.00'

17 OPERATOR CERTIFICATION

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

[Signature] 02.24.2022
Signature Date

Mikah Thomas

Printed Name

mthomas@colgateenergy.com

E-mail Address

18 SURVEYOR CERTIFICATION

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

Date of Survey
Signature and Seal of Professional Surveyor



Certificate Number

2/23/2022

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
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Phone: (505) 334-6178 Fax: (505) 334-6170
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Phone: (505) 476-3460 Fax: (505) 476-3462

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

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

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number 30-015-47708	2 Pool Code 48035 & 65010	3 Pool Name OLD MILLMAN RANCH; BS & WINCHESTER; BS
4 Property Code 329804	5 Property Name SHAMROCK 34 FED COM	
6 Well Number 131H	7 OGRID No. 371449	
8 Operator Name COLGATE OPERATING, LLC		9 Elevation 3317.7'

10 Surface Location

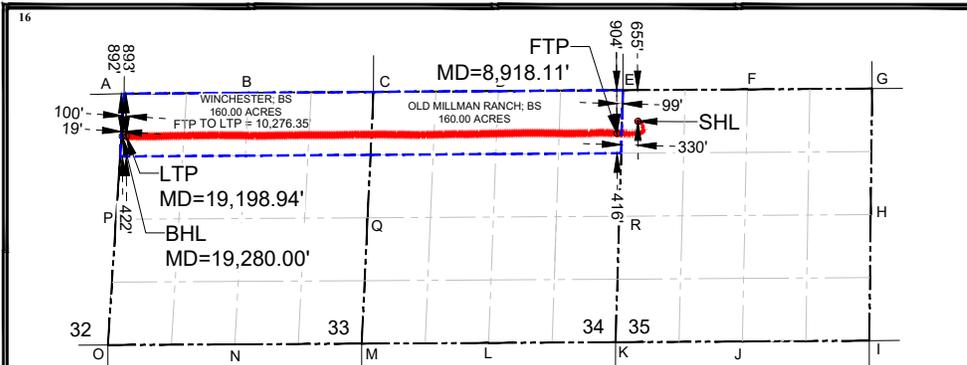
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	35	19-S	28-E		655'	NORTH	330'	WEST	EDDY

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	33	19-S	28-E		892'	NORTH	19'	WEST	EDDY

12 Dedicated Acres 320.00	13 Joint or Infill	14 Consolidation Code C	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.



CORNER DATA
NEW MEXICO EAST - NAD 83
A - FOUND IRON PIPE W/ BRASS CAP
N:590907.03' E:585541.35'
B - FOUND IRON ROD W/ ALUM. CAP
N:590925.86' E:588152.01'
C - FOUND IRON PIPE W/ BRASS CAP
N:590945.00' E:590760.68'

CORNER DATA
NEW MEXICO EAST - NAD 83
D - FOUND IRON PIPE W/ BRASS CAP
N:590962.75' E:593372.54'
E - FOUND IRON PIPE W/ BRASS CAP
N:590981.15' E:595983.74'
F - FOUND IRON PIPE W/ BRASS CAP
N:590996.87' E:598590.76'
G - FOUND IRON PIPE
N:591014.52' E:601198.97'
H - FOUND IRON PIPE W/ BRASS CAP
N:588374.63' E:601169.66'
I - FOUND IRON PIPE W/ BRASS CAP
N:585733.82' E:601140.05'
J - FOUND IRON PIPE W/ BRASS CAP
N:585717.65' E:598482.29'
K - FOUND IRON PIPE W/ BRASS CAP
N:585701.20' E:595828.61'
L - FOUND IRON ROD W/ ALUM. CAP
N:585686.35' E:593171.86'
M - FOUND IRON PIPE W/ BRASS CAP
N:585671.76' E:590514.87'
N - FOUND IRON PIPE W/ BRASS CAP
N:585656.50' E:587858.72'
O - FOUND IRON PIPE W/ BRASS CAP
N:585641.97' E:585202.31'
P - FOUND IRON PIPE W/ BRASS CAP
N:588276.86' E:585371.95'
Q - FOUND IRON PIPE W/ BRASS CAP
N:588307.96' E:590637.53'
R - FOUND IRON PIPE W/ BRASS CAP
N:588340.39' E:595907.65'

SURFACE HOLE LOCATION (SHL)
NEW MEXICO EAST - NAD 83
X=596295.14 LAT.= 32.62273502° N
Y=590327.97 LONG.= 104.15482690° W
NEW MEXICO EAST - NAD 27
X=555115.16 LAT.= 32.62261773° N
Y=590266.16 LONG.= -104.15431939° W
655' FNL, 330' FEL - SECTION 35
OFF LEASE

FIRST TAKE POINT (FTP)
NEW MEXICO EAST - NAD 83
X=595858.34 LAT.= 32.62204625° N
Y=590076.66 LONG.= 104.15624701° W
NEW MEXICO EAST - NAD 27
X=554678.35 LAT.= 32.62192896° N
Y=590014.86 LONG.= -104.15573948° W
904' FNL, 99' FEL - SECTION 34
416' FSL, 99' FEL - LEASE LINE
MD=8,918.11'

LAST TAKE POINT (LTP)
NEW MEXICO EAST - NAD 83
X=585584.03 LAT.= 32.62191858° N
Y=590014.71 LONG.= 104.18961864° W
NEW MEXICO EAST - NAD 27
X=544404.06 LAT.= 32.62180165° N
Y=589952.98 LONG.= -104.18911029° W
422' FNL, 100' FWL - SECTION 33
422' FSL, 100' FWL - LEASE LINE
MD=19,198.94'

BOTTOM HOLE LOCATION (BHL)
NEW MEXICO EAST - NAD 83
X=585502.99 LAT.= 32.62191792° N
Y=590014.36 LONG.= 104.18988186° W
NEW MEXICO EAST - NAD 27
X=544323.02 LAT.= 32.62180100° N
Y=589952.64 LONG.= -104.18937351° W
892' FNL, 19' FWL - SECTION 33
422' FSL, 19' FWL - LEASE LINE
MD=19,280.00'

17 OPERATOR CERTIFICATION

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

Mikah Thomas 03.14.2022
Signature Date

Mikah Thomas
Printed Name

mthomas@colgateenergy.com
E-mail Address

18 SURVEYOR CERTIFICATION

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

MARK J. MURRAY
NEW MEXICO
12177
REGISTERED PROFESSIONAL SURVEYOR
Date of Survey
Signature and Seal of Professional Surveyor

2/23/2022
Certificate Number

DISTRICT I
1825 N. French Dr., Hobbs, N.M. 88240
Phone: (575) 393-6181 Fax: (575) 393-0720

DISTRICT II
811 S. First St., Artesia, N.M. 88210
Phone: (575) 748-1283 Fax: (575) 748-9720

DISTRICT III
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State of New Mexico
Energy, Minerals & Natural Resources Department

Form C-102

Revised August 1, 2011

OIL CONSERVATION DIVISION

Submit one copy to appropriate
District Office

1220 South St. Francis Dr.
Santa Fe, N.M. 87505

AS-DRILLED

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number 30-015-47751		² Pool Code 65010		³ Pool Name Winchester; Bone Spring	
⁴ Property Code 329804		⁵ Property Name Shamrock 34 Fed Com			⁶ Well Number 132H
⁷ GRID No. 371449		⁸ Operator Name Colgate Operating, LLC			⁹ Elevation 3310

¹⁰ Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
I	34	19 S	28 E		2609	South	340	East	Eddy

¹¹ Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
E	33	19 S	28 E		2226	North	31	West	Eddy

¹² Dedicated Acres 320.00	¹³ Joint or Infill	¹⁴ Consolidation Code C	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

16

- Legend:**
- = Surface Location
 - = Bottom Hole Location
 - ◇ = Kick Off Point (KOP)
 - △ = First Take Point (FTP)
 - = Last Take Point (LTP)
 - ⊕ = Found 1941 USGLO Brass Cap
 - ⊙ = Found 1942 USGLO Brass Cap
 - ⊗ = Found Monument

NOTE:
DOWNHOLE INFORMATION TAKEN
FROM A REPORT FURNISHED
BY COLGATE ENERGY, DATED 12-16-21

<p>SURFACE LOCATION NAD 83 NMSPC ZONE 3001 Y= 588309.04 N X= 595566.64 E LAT.= 32.6171889° N LONG.= 104.1572040° W</p>	<p>KICK OFF POINT NAD 83 NMSPC ZONE 3001 Y= 588634.46 N X= 595814.76 E LAT.= 32.6180822° N LONG.= 104.1563964° W</p>
<p>FIRST TAKE POINT NAD 83 NMSPC ZONE 3001 Y= 588666.67 N X= 595643.85 E LAT.= 32.6181716° N LONG.= 104.1569513° W</p>	<p>LAST TAKE POINT NAD 83 NMSPC ZONE 3001 Y= 588677.08 N X= 585500.19 E LAT.= 32.6182421° N LONG.= 104.1898968° W</p>
<p>BOTTOM HOLE LOCATION NAD 83 NMSPC ZONE 3001 Y= 588679.61 N X= 585429.17 E LAT.= 32.6182493° N LONG.= 104.1901275° W</p>	

¹⁷ OPERATOR CERTIFICATION

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Mikah Thomas 01.17.2022
Signature Date
Mikah Thomas
Printed Name
mthomas@colgateenergy.com
E-mail Address

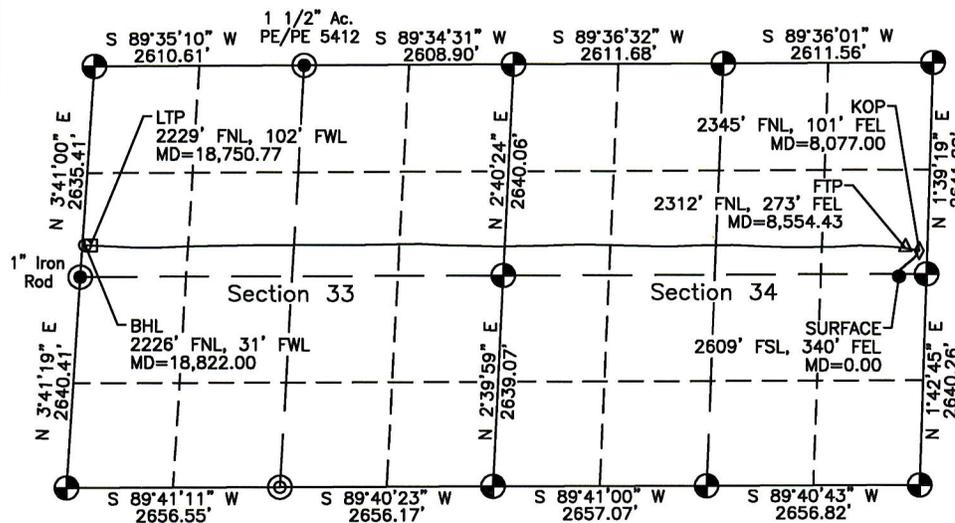
¹⁸ SURVEYOR CERTIFICATION

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

Date of Survey
Signature and Seal of Professional Surveyor



17078
Certificate Number



Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of October, 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 19 South, Range 28 East:

Section 33: N/2S/2

Section 34: N/2S/2

Eddy County, New Mexico

Containing **320.0** acres, and this agreement shall include only the Bone Spring formation underlying said lands and the associated gaseous hydrocarbons 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 Colgate Operating, LLC, whose address is 300 N. Marienfeld Street, Suite 1000, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the 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.

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

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of 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 October 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

COLGATE OPERATING, LLC
(Operator)

Date: _____

By: _____
Brandon Gaynor, Sr. Vice President of Land

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

On this _____ day of _____ 2022, before me, a Notary Public for the State of Texas, personally appeared Brandon Gaynor, known to me to be the Senior Vice President of Colgate Operating, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

Notary Public

My commission expires

EXHIBIT "A"

Plat of communitized area covering **320.0** acres in Township 19 South, Range 28 East, N/2S/2 of Section 33 and the N/2S/2 of Section 34, Eddy County, New Mexico, as written in Section 1 above.

Well Name/No.

DAWSON 34 FED COM #123H
DAWSON 34 FED COM #133H

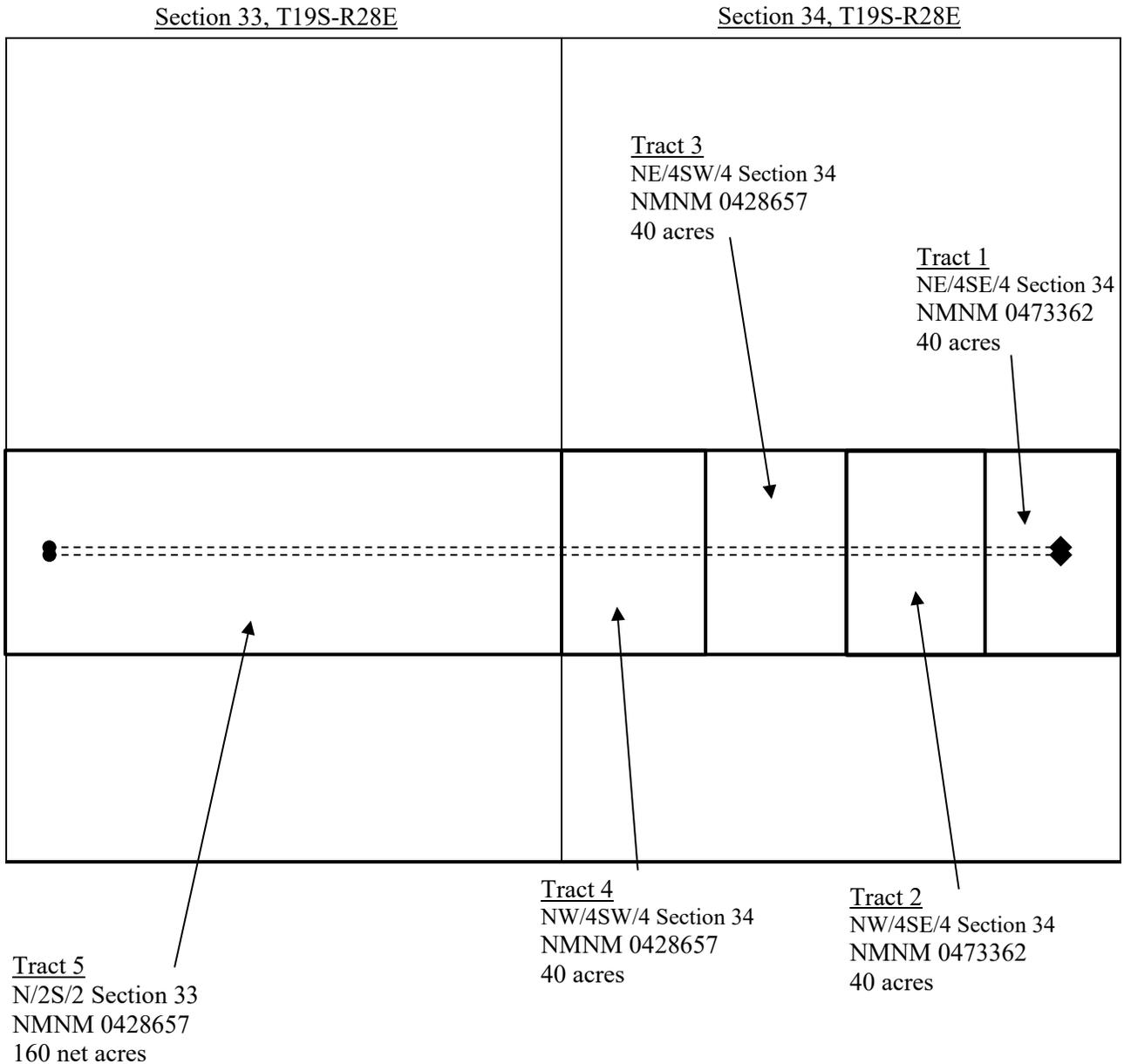


EXHIBIT “B”

To Communitization Agreement Dated October 1, 2020, embracing the following described land in Township 19 South, Range 28 East, N/2S/2 of Section 33 and N/2S/2 of Section 34, Eddy County, New Mexico, as written in Section 1 above.

Operator of Communitized Area:

COLGATE OPERATING, LLC

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1

Lease Serial Number:	NMNM 0473362
Lease Date:	Effective January 1, 1964
Lease Term:	10 years, subsequently extended for 2 years
Lessor:	United States of America
Original Lessee:	George A. Lauck
Current Lessee of Record:	D.W. Underwood and J.C. Williamson
Description of Land Committed:	NE/4SE/4 of Section 34, T19S-R28E, Eddy County, New Mexico
Number of Acres:	40
Royalty Rate:	12.5%
Name and Percent ORRI Owners:	Colgate Royalties, LP – 0.06027778, Frank J. Pisor – 0.00125000, Heirs of George A Lauk & Molly Lauk – 0.00937500, Mark and Paula McClellan – 0.000625000, Ross and Kandace McClellan – 0.000625000, Etheredge Revocable Living Trust dtd 11/4/1997 – 0.00347222, Marshall & Winston, Inc. – 0.028125000, Greenville Partners – 0.00937500, Kevin Hammitt – 0.00468750, James A. Lawson – 0.00468750, Mountain Lion Oil & Gas – 0.06027778
Name of Working Interest Owners:	Colgate Production, LLC - 0.85544306, Northern Oil & Gas, Inc. – 0.02570714, C5 Capital Management, LLC – 0.00520833, HCH Investment, LLC – 0.00520833, Catherine E. Huffman – 0.00520833, Elizabeth Tullis Dillard – 0.06250000, Myrlene Mannschreck Dillon – 0.03125000, Duer Wagner, III - .00377250, Geoffrey Lancely – 0.00010778, Douglas Cranmer – 0.00053280, Russell Cranmer – 0.00053280, Douglas C. Cranmer and Russell B. Cranmer, Trustees of the Russell E. Cranmer Irrevocable Trust dtd December 28, 1992 – 0.00053280, Katherine Ferguson – 0.00213120, Robert G. Ettleson – 0.00053280, Mary Kline – 0.00053280, Sombrero Associates – 0.00079933

TRACT NO. 2

Lease Serial Number: NMNM 0473362
Lease Date: Effective January 1, 1964
Lease Term: 10 years, subsequently extended for 2 years
Lessor: United States of America
Original Lessee: George A. Lauck
Current Lessee of Record: D.W. Underwood and J.C. Williamson
Description of Land Committed: NW/4SE/4 of Section 34, T19S-R28E, Eddy County, New Mexico

Number of Acres: 40
Royalty Rate: 12.5%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.06027778, Mountain Lion Oil & Gas – 0.00500000, Frank J. Pisor – 0.00125000, Heirs of George A. Lauk & Molly Lauk – 0.00937500, Mark & Paula McClellan – 0.00062500, Ross & Kandace McClellan – 0.00062500, Cheryl Diane Etheredge, Trustee of the Etheredge Rev. Living Trust dtd 11/4/1997 – 0.00347222, Marshall & Winston, Inc. – 0.02812500, Greenville Partners – 0.00937500, Kevin Hammit – 0.00468750, James A. Lawson – 0.00468750

Name of Working Interest Owners: Colgate Production, LLC - 0.87500000, Raquel L. Womack – 0.00053285, Robert K. Hillin, Jr. – 0.12500000, Katherine Ferguson – 0.00213120

TRACT NO. 3

Lease Serial Number: NMNM 0428657
Lease Date: July 17, 1963, effective September 1, 1963
Lease Term: 10 years, subsequently extended for 2 years
Lessor: United States of America
Original Lessee: T. A. Fraser and J. Mack Barnes
Current Lessee of Record: ZPZ Delaware I LLC, Northern Oil & Gas, Inc., CM Resources, LLC, Colgate Production, LLC

Description of Land Committed: NE/4SW/4 of Section 34, T19S-R28E, Eddy County, New Mexico

Number of Acres: 40
Royalty Rate: 12.5%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.07704584, CM Royalties, LLC – 0.00937500, Abuelo, LLC – 0.00096146, Carol Sue Mhoon – 0.01250000, Ergodic Resources LLC - .00096146, Loco Hill Production Company, LLC – 0.00096146, Magnum Hunter Production, Inc. – 0.00070159, Silverhair, LLC – 0.00096146, William G. Ross and Vee K. Ross, Trustees of the

Name of Working Interest Owners:

William G. Ross and Vee K. Ross Living Trust
 UTA dated March 9, 1990 – 0.01250000
 Colgate Production, LLC - 0.64775238, Northern
 Oil & Gas, Inc. – 0.22214120, Myrlene
 Mannschreck Dillon - 0.02343750, Geoffrey
 Lanceley - 0.00008033, Wildcat Energy, LLC -
 0.00279387, Hodge Natural Gas Gathering, Inc. -
 0.00039960, Robert G. Ettleson – 0.00039960,
 William L. Hilliard – 0.00079910, Mary L. Kline
 – 0.00039970, Heirs or Devises of John R. Kline
 – 0.00139860, Gerald L. Michaud – 0.00079910,
 Ted J. Werts – 0.00039960, Intrepid Energy, Inc.
 – 0.01928035, Douglas C. Cranmer and Russell
 B. Cranmer, Trustees of the Russell E. Cranmer
 Irrevocable Trust dated December 28, 1992 –
 0.00119880, Bill Ferguson – 0.00319680, Robert
 H. Krieble – 0.00139850, Sombrero Associates –
 0.00089930, Nelson & Co., for the benefit of John
 D. Wile Marital Trust – 0.00059940, Magnum
 Hunter Production, Inc. – 0.03173252, John G.
 Rocovich – 0.00140625, Paul & Zofia Umbarger
 – 0.00712969, J.W. Davis – 0.01343671, Current
 Trustee under Declaration of Trust dated August
 28, 1982, executed by Alice G. Davis –
 0.01343672, Galkay, a Joint Venture –
 0.00466172, James Kenneth Garrett –
 0.00020567, Joyce Eline Garrett – 0.00020567,
 Donna Marie Studer, Administrator, Estate of
 Genevieve Studer - 0.00010283, Carl Joseph
 Garrett, Executor, Estate of Jasper Ben Garrett, Jr.
 – 0.00010283, Connie Gale Becker – 0.00010283,
 Ginger Lee Meyers – 0.00010283

TRACT NO. 4

Lease Serial Number: NMNM 0428657
Lease Date: July 17,1963, effective September 1, 1963
Lease Term: 10 years, subsequently extended for 2 years
Lessor: United States of America
Original Lessee: T.A. Fraser and J. Mack Barnes
Current Lessee of Record: ZPZ Delaware I LLC, Northern Oil & Gas,
 Inc., CM Resources, LLC, Colgate Production,
 LLC
Description of Land Committed: NW/4SW/4 of Section 34, T19S-R28E, Eddy
 County, New Mexico
Number of Acres: 40

Royalty Rate:	12.5%
Name and Percent ORRI Owners:	Colgate Royalties, LP – 0.07751768, William G. Ross and Vee K. Ross, Trustees of the William G. Ross and Vee K. Ross Living Trust UTA dated March 9, 1990 – 0.01250000, Carol Sue Mhoon – 0.01250000, Marathon Oil Permian, LLC – 0.00937500, Ergodic Resources, LLC – 0.00096146, Abuelo, LLC – 0.00096146, Silverhair, LLC – 0.00096146, Loco Hills Production Company, LLC – 0.00096146, Magnum Hunter Production, Inc. – 0.00064054
Name of Working Interest Owners:	Colgate Production, LLC – 0.77275238, Northern Oil & Gas, Inc. – 0.09714120, Myrlene Mannschreck Dillon – 0.02343750, Geoffrey Lanceley – 0.00008033, Wildcat Energy, LLC – 0.00279387, Hodge Natural Gas Gathering, Inc. – 0.00039960, Robert G. Ettleson – 0.00039960, William L. Hilliard – 0.00079910, Mary L. Kline – 0.00039970, Heirs or devisees of John R. Kline – 0.00139860, Gerald L. Michaud – 0.00079910, Ted J. Werts – 0.00039960, Intrepid Energy, Inc. – 0.01928035, Douglas C. Cranmer and Russell B. Cranmer, Trustees of the Russell E. Cranmer Irrevocable Trust dated December 28, 1992 – 0.00119880, Bill Ferguson – 0.00319680, Robert H. Krieble – 0.00139850, Sombrero Associates – 0.00089930, Nelson & Co., for the benefit of John D. Wile Marital Trust – 0.00059940, Magnum Hunter Production, Inc. – 0.03173252, John C. Rocovich – 0.00140625, Paul and Zofia Umbarger – 0.00712969, J.W. Davis – 0.01343671, Current Trustee under Declaration of Trust dated August 28, executed by Alice G. Davis – 0.01343672, Galkay, a Joint Venture – 0.00466172, James Kenneth Garrett – 0.00020567, Joyce Eline Garrett - .00020567, Donna Marie Studer, Administrator of the Estate of Genevieve Studer – 0.00010283, Carl Joseph Garrett, Executor of the Estate of Jasper Ben Garrett, Jr. – 0.00010283, Connie Gale Becker – 0.00010283, Ginger Lee Meyers – 0.00010283

TRACT NO. 5

Lease Serial Number: NMNM 0428657
Lease Date: July 17,1963, effective September 1, 1963
Lease Term: 10 years, subsequently extended for 2 years
Lessor: United States of America
Original Lessee: T.A. Fraser and J. Mack Barnes
Current Lessee of Record: ZPZ Delaware I LLC, Northern Oil & Gas, Inc., CM Resources, LLC, Colgate Production, LLC

Description of Land Committed: N/2S/2 of Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 160
Royalty Rate: 12.5%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.06337572, Brian Eamer – 0.00029297, Carol Sue Mhoon – 0.01250000, Moser Revocable Trust – 0.00117188, Charles L. Johnson – 0.00019531, Erin Eamer – 0.00029297, Flatrock Royalties LLC – 0.00014648, Lori Lynn Johnson Nelson – 0.00019531, Michael O. Johnson – 0.00019531, Mongoose Minerals, LLC – 0.01735163, Nestegg Energy Corp. – 0.00291000, William G. & Vee K. Ross Living Trust UTA dated 3/9/1990 – 0.012500000

Name of Working Interest Owners: Colgate Production, LLC – 0.43120148 , Heirs of Carroll T. Hutchens, Sr. – 0.00781250, Teryl D. Meyers – 0.00024568, COG Operating, LLC – 0.24687500, James W. Bowen – 0.00781250, Edward J. Brown – 0.00781250, JCJ Investments, LLC – 0.00454710, Vernon Burfiend – 0.00390625, Margaret Andrews Avery – 0.00036851, Margaret A. McCloud & Thomas D. McCloud, Trustees of the Robert N. Avery Family Trust – 0.00036851, Virginia B. Dean – 0.00012284, Virginia B. Dean, Clinton H. Dean Jr., Michael Charles Dean & Robert Russell Dean, Trustees of the Virginia B. Dean Marital Deduction Trust – 0.00012284, Clinton H. Dean, Jr. – 0.00016378, Michael C. Dean – 0.00016378, Robert R. Dean – 0.00016378, The Egbert Living Trust dated April 1, 2005 – 0.01599351, Shirley Ann Egbert – 0.00396767, Claudia Baker – 0.00238060, Wilfred E. Blessing & Victor F. Bogard, Co-Trustees of Trust A u/w/o Galen S. Egbert f/b/o Brian Galen Egbert – 0.00119030, Wilfred E. Blessing & Victor F. Bogard, Co-Trustees of Trust B u/w/o Galen S. Egbert f/b/o

the grandchildren of Galen S. Egbert –
0.00039677, Dorsar Investment Company –
0.00036851, Martin T. Hart – 0.00024568, Edna
Louise Miller – 0.00024568, Virginia D. Kriz-
Neessen – 0.00024568, John T. Olive –
0.00024568, John A. Ponsford – 0.00024568,
Sarador, a partnership – 0.00024568, Richard J.
Vance & Lorraine Vance – 0.00024567, Homer L.
Wedig – 0.00012284, James M. Welch –
0.00012284, Becky Ruth Welch – 0.00032552,
Bryan Winston Welch – 0.00032552, Stacy Ann
Welch Green – 0.00032552, Gene Wood Joint
Venture Account – 0.00094585, 5 J's Plus L, Inc.
– 0.00781250, Charles Eugene Cooper & DeAnn
Hutson, Co-Trustees of the Charles Eugene
Cooper Trust – 0.00781250, James W. Doak, Jr. –
0.00781250, Joyce Ann Hansen – 0.00488281,
Hans Eric Hansen – 0.00097656, Gregory Martin
Hansen – 0.00097656, Nicole Williams –
0.00048828, Michelle Rank – 0.00048828, Byrl
W. Harris – 0.00781250, International Petroleum
Corp. – 0.00390625, Tularosa Oil Company –
0.00195313, Togiak Resources, LLC –
0.00195312, Peggy Runyan – 0.01562500,
Cheron Oil & Gas Co., Inc. – 0.00634766, Pregler
Oil Co, LLC – 0.00146484, Malcolm G. MacNeill
– 0.01562500, B and H Royalty Company –
0.00390625, Richard Pruett – 0.00781250, Adene
L. Sealy – 0.00390625, Stanley F. Smith –
0.00390625, Krista Alicen Stephenson, Trustee of
the Krista Alicen Stephenson Trust – 0.00390625,
Abbejane Masterson Bates – 0.00390625, John G.
Willy – 0.00390625

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00	12.5%
2	40.00	12.5%
3	40.00	12.5%
4	40.00	12.5%
5	160.00	50.0%
Total	320.00	100.00%

Federal Communitization Agreement

Contract No. _____

THIS AGREEMENT entered into as of the 1st day of October, 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 19 South, Range 28 East:
 Section 33: S/2S/2
 Section 34: S/2S/2
 Eddy County, New Mexico

Containing **320.0** acres, and this agreement shall include only the Bone Spring formation underlying said lands and the associated gaseous hydrocarbons 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 Colgate Operating, LLC, whose address is 300 N. Marienfeld Street, Suite 1000, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the 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.

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

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

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

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of 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 October 1, 2020, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

COLGATE OPERATING, LLC
(Operator)

Date: _____

By: _____
Brandon Gaynor, Sr. Vice President of Land

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

On this _____ day of _____ 2022, before me, a Notary Public for the State of Texas, personally appeared Brandon Gaynor, known to me to be the Senior Vice President of Colgate Operating, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

Notary Public

My commission expires

EXHIBIT "A"

Plat of communitized area covering **320.0** acres in Township 19 South, Range 28 East, S/2S/2 of Section 33 and the S/2S/2 of Section 34, Eddy County, New Mexico, as written in Section 1 above.

Well Name/No.

DAWSON 34 FED COM #124H
DAWSON 34 FED COM #134H

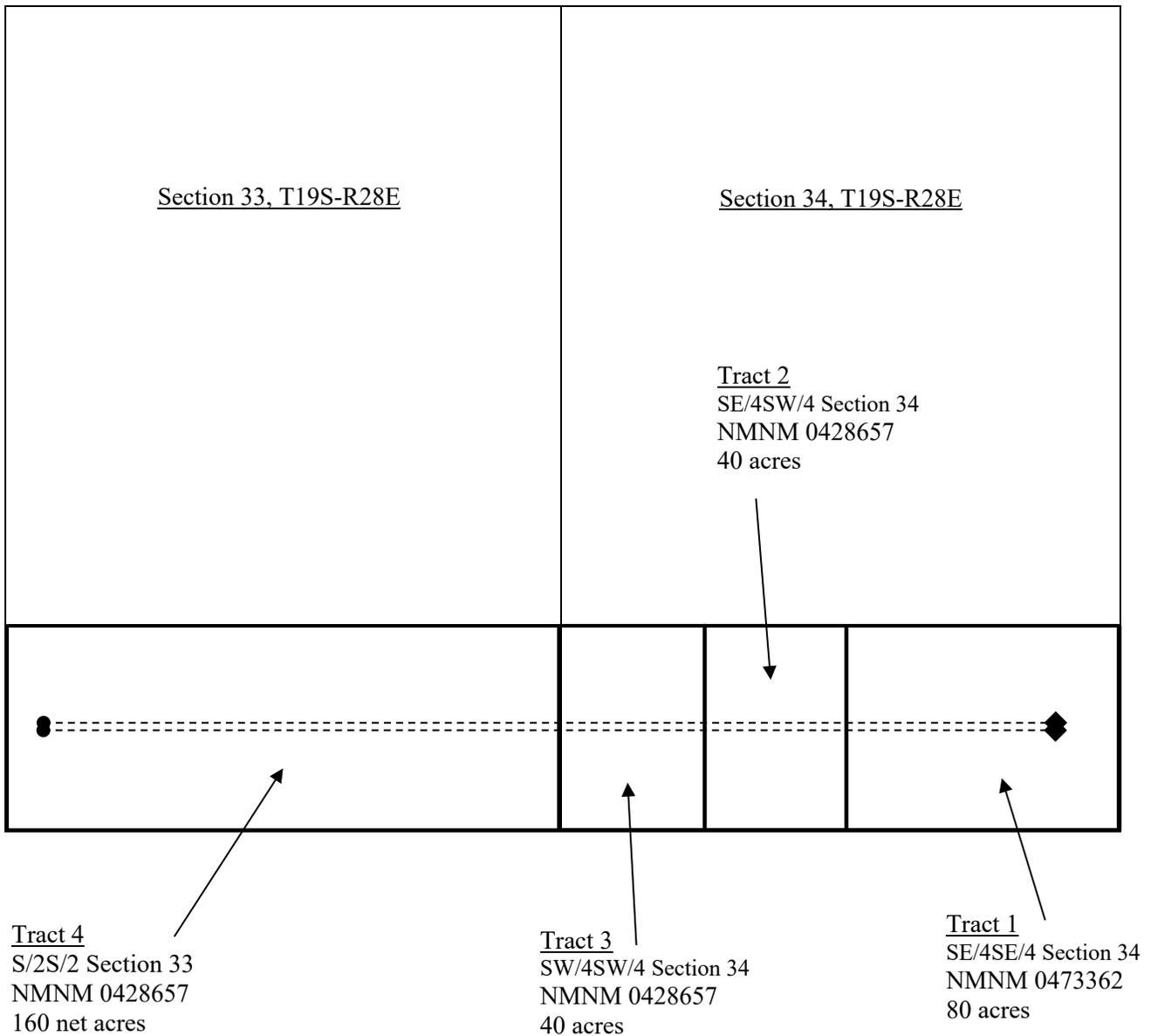


EXHIBIT “B”

To Communitization Agreement Dated October 1, 2020, embracing the following described land in Township 19 South, Range 28 East, S/2S/2 of Section 33 and S/2S/2 of Section 34, Eddy County, New Mexico, as written in Section 1 above.

Operator of Communitized Area:

COLGATE OPERATING, LLC

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1

Lease Serial Number:	NMNM 0473362
Lease Date:	Effective January 1, 1964
Lease Term:	10 years, subsequently extended for 2 years
Lessor:	United States of America
Original Lessee:	George A. Lauck
Current Lessee of Record:	D.W. Underwood and J.C. Williamson
Description of Land Committed:	SE/4SE/4 of Section 34, T19S-R28E, Eddy County, New Mexico
Number of Acres:	80
Royalty Rate:	12.5%
Name and Percent ORRI Owners:	Colgate Royalties, LP – 0.06027778, Mountain Lion Oil & Gas – 0.00500000, Frank J. Pisor – 0.00125000, Heirs of George A Lauk & Molly Lauk – 0.00937500, Mark and Paula McClellan – 0.000625000, Ross and Kandace McClellan – 0.000625000, Etheredge Revocable Living Trust dtd 11/4/1997 – 0.00347222, Marshall & Winston, Inc. – 0.028125000, Greenville Partners – 0.00937500, Kevin Hammitt – 0.00468750, James A. Lawson – 0.00468750
Name of Working Interest Owners:	Colgate Production, LLC - 0.85544306, Northern Oil & Gas, Inc. – 0.02570714, C5 Capital Management, LLC – 0.00520833, HCH Investment, LLC – 0.00520833, Catherine E. Huffman – 0.00520833, Elizabeth Tullis Dillard – 0.06250000, Myrlene Mannschreck Dillon – 0.03125000, KMT Energy Holdings LLC – 0.00377250, Geoffrey Lancely – 0.00010778, Douglas Cranmer – 0.00053280, Russell Cranmer – 0.00053280, Douglas C. Cranmer and Russell B. Cranmer, Trustees of the Russell E. Cranmer Irrevocable Trust dtd December 28, 1992 – 0.00053280, Katherine Ferguson – 0.00213120, Robert G. Ettleson – 0.00053280, Mary Kline – 0.00053280, Sombrero Associates – 0.00079933

TRACT NO. 2

Lease Serial Number: NMNM 0428657
Lease Date: July 17, 1963, effective September 1, 1963
Lease Term: 10 years, subsequently extended for 2 years
Lessor: United States of America
Original Lessee: T. A. Fraser and J. Mack Barnes
Current Lessee of Record: ZPZ Delaware I LLC, Northern Oil & Gas, Inc., CM Resources, LLC, Colgate Production, LLC

Description of Land Committed: SE/4SW/4 of Section 34, T19S-R28E, Eddy County, New Mexico

Number of Acres: 40
Royalty Rate: 12.5%
Name and Percent ORRI Owners: Colgate Royalties, LP –0.077045841, CM Royalties, LLC – 0.00937500, Abuelo, LLC – 0.00096146, Carol Sue Mhoon – 0.01250000, Ergodic Resources LLC - .00096146, Loco Hill Production Company, LLC – 0.00096146, Magnum Hunter Production, Inc. – 0.00070159, Silverhair, LLC – 0.00096146, William G. Ross and Vee K. Ross, Trustees of the William G. Ross and Vee K. Ross Living Trust UTA dated March 9, 1990 – 0.01250000

Name of Working Interest Owners: Colgate Production, LLC - 0.64775238, Northern Oil & Gas, Inc. – 0.22214120, Myrlene Mannschreck Dillon - 0.02343750, Geoffrey Lanceley - 0.00008033, Wildcat Energy, LLC - 0.00279387, Hodge Natural Gas Gathering, Inc. - 0.00039960, Robert G. Ettleson – 0.00039960, William L. Hilliard – 0.00079910, Mary L. Kline – 0.00039970, Heirs or Devisees of John R. Kline – 0.00139860, Gerald L. Michaud – 0.00079910, Ted J. Werts – 0.00039960, Intrepid Energy, Inc. – 0.01928035, Douglas C. Cranmer and Russell B. Cranmer, Trustees of the Russell E. Cranmer Irrevocable Trust dated December 28, 1992 – 0.00119880, Bill Ferguson – 0.00319680, Robert H. Krieble – 0.00139850, Sombrero Associates – 0.00089930, Nelson & Co., for the benefit of John D. Wile Marital Trust – 0.00059940, Magnum Hunter Production, Inc. – 0.03173252, John C. Rocovich – 0.00140625, Paul & Zofia Umbarger – 0.00712969, J.W. Davis – 0.01343671, Current Trustee under Declaration of Trust dated August 28, 1982, executed by Alice G. Davis – 0.01343672, Galkay, a Joint Venture – 0.00466172, James Kenneth Garrett – 0.00020567, Joyce Eline Garrett – 0.00020567, Donna Marie Studer, Administrator, Estate of

Genevieve Studer - 0.00010283, Carl Joseph Garrett, Executor, Estate of Jasper Ben Garrett, Jr. – 0.00010283, Connie Gale Becker – 0.00010283, Ginger Lee Meyers – 0.00010283

TRACT NO. 3

Lease Serial Number: NMNM 0428657
Lease Date: July 17, 1963, effective September 1, 1963
Lease Term: 10 years, subsequently extended for 2 years
Lessor: United States of America
Original Lessee: T.A. Fraser and J. Mack Barnes
Current Lessee of Record: ZPZ Delaware I LLC, Northern Oil & Gas, Inc., CM Resources, LLC, Colgate Production, LLC

Description of Land Committed: SW/4SW/4 of Section 34, T19S-R28E, Eddy County, New Mexico

Number of Acres: 40
Royalty Rate: 12.5%

Name and Percent ORRI Owners: Colgate Royalties, LP – 0.07751770, William G. Ross and Vee K. Ross, Trustees of the William G. Ross and Vee K. Ross Living Trust UTA dated March 9, 1990 – 0.01250000, Carol Sue Mhoon – 0.01250000, Marathon Oil Permian, LLC – 0.00937500, Ergodic Resources, LLC – 0.00096146, Abuelo, LLC – 0.00096146, Silverhair, LLC – 0.00096146, Loco Hills Production Company, LLC – 0.00096146, Magnum Hunter Production, Inc. – 0.00064054

Name of Working Interest Owners: Colgate Production, LLC – 0.77275238, Northern Oil & Gas, Inc. – 0.09714120, Myrlene Mannschreck Dillon – 0.02343750, Geoffrey Lanceley – 0.00008033, Wildcat Energy, LLC – 0.00279387, Hodge Natural Gas Gathering, Inc. – 0.00039960, Robert G. Ettleson – 0.00039960, William L. Hilliard – 0.00079910, Mary L. Kline – 0.00039970, Heirs or Devisees of John R. Kline – 0.00139860, Gerald L. Michaud – 0.00079910, Ted J. Werts – 0.00039960, Intrepid Energy, Inc. – 0.01928035, Douglas C. Cranmer and Russell B. Cranmer, Trustees of the Russell E. Cranmer Irrevocable Trust dated December 28, 1992 – 0.00119880, Bill Ferguson – 0.00319680, Robert H. Krieble – 0.00139850, Sombrero Associates – 0.00089930, Nelson & Co., for the benefit of John D. Wile Marital Trust – 0.00059940, Magnum Hunter Production, Inc. – 0.03173252, John C. Rocovich – 0.00140625, Paul and Zofia

Umbarger – 0.00712969, J.W. Davis – 0.01343671, Current Trustee under Declaration of Trust dated August 28, executed by Alice G. Davis – 0.01343672, Galkay, a Joint Venture – 0.00466172, James Kenneth Garrett – 0.00020567

TRACT NO. 4

Lease Serial Number: NMNM 0428657
Lease Date: July 17, 1963, effective September 1, 1963
Lease Term: 10 years, subsequently extended for 2 years
Lessor: United States of America
Original Lessee: T.A. Fraser and J. Mack Barnes
Current Lessee of Record: ZPZ Delaware I LLC, Northern Oil & Gas, Inc., CM Resources, LLC, Colgate Production, LLC

Description of Land Committed: S/2S/2 of Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 160
Royalty Rate: 12.5%

Name and Percent ORRI Owners: Colgate Royalties, LLC – 0.06337573, Brian Eamer – 0.00029297, Carol Sue Mhoon – 0.01250000, Moser Revocable Trust – 0.00117188, Charles L. Johnson – 0.00019531, Erin Eamer – 0.00029297, Flatrock Royalties LLC – 0.00014648, Lori Lynn Johnson Nelson – 0.00019531, Michael O. Johnson – 0.00019531, Mongoose Minerals, LLC – 0.01735163, Nestegg Energy Corp. – 0.00291000, William G. & Vee K. Ross Living Trust UTA dated 3/9/1990 – 0.012500000

Name of Working Interest Owners: Colgate Production, LLC – 0.43120148, Heirs of Carroll T. Hutchens, Sr. – 0.00781250, Teryl D. Meyers – 0.00024568, COG Operating, LLC – 0.24687500, James W. Bowen – 0.00781250, Edward J. Brown – 0.00781250, JCJ Investments, LLC – 0.00454710, Vernon Burfiend – 0.00390625, Margaret Andrews Avery – 0.00036851, Margaret A. McCloud & Thomas D. McCloud, Trustees of the Robert N. Avery Family Trust – 0.00036851, Virginia B. Dean – 0.00012284, Virginia B. Dean, Clinton H. Dean Jr., Michael Charles Dean & Robert Russell Dean, Trustees of the Virginia B. Dean Marital Deduction Trust – 0.00012284, Clinton H. Dean, Jr. – 0.00016378, Michael C. Dean – 0.00016378, Robert R. Dean – 0.00016378, The Egbert Living Trust dated April 1, 2005 – 0.01599351, Shirley Ann Egbert – 0.00396767, Claudia Baker – 0.00238060, Wilfred E. Blessing & Victor F.

Bogard, Co-Trustees of Trust A u/w/o Galen S. Egbert f/b/o Brian Galen Egbert – 0.00119030, Wilfred E. Blessing & Victor F. Bogard, Co-Trustees of Trust B u/w/o Galen S. Egbert f/b/o the grandchildren of Galen S. Egbert – 0.00039677, Dorsar Investment Company – 0.00036851, Martin T. Hart – 0.00024568, Edna Louise Miller – 0.00024568, Virginia D. Kriz-Neessen – 0.00024568, John T. Olive – 0.00024568, John A. Ponsford – 0.00024568, Sarador, a partnership – 0.00024568, Richard J. Vance & Lorraine Vance – 0.00024567, Homer L. Wedig – 0.00012284, James M. Welch – 0.00012284, Becky Ruth Welch – 0.00032552, Bryan Winston Welch – 0.00032552, Stacy Ann Welch Green – 0.00032552, Gene Wood Joint Venture Account – 0.00094585, 5 J's Plus L, Inc. – 0.00781250, Charles Eugene Cooper & DeAnn Hutson, Co-Trustees of the Charles Eugene Cooper Trust – 0.00781250, James W. Doak, Jr. – 0.00781250, Joyce Ann Hansen – 0.00488281, Hans Eric Hansen – 0.00097656, Gregory Martin Hansen – 0.00097656, Nicole Williams – 0.00048828, Michelle Rank – 0.00048828, Byrl W. Harris – 0.00781250, International Petroleum Corp. – 0.00390625, Tularosa Oil Company – 0.00195313, Togiak Resources, LLC – 0.00195312, Peggy Runyan – 0.01562500, Cheron Oil & Gas Co., Inc. – 0.00634766, Pregler Oil Co, LLC – 0.00146484, Malcolm G. MacNeill – 0.01562500, B and H Royalty Company – 0.00390625, Richard Pruett – 0.00781250, Adene L. Sealy – 0.00390625, Stanley F. Smith – 0.00390625, Krista Alicen Stephenson, Trustee of the Krista Alicen Stephenson Trust – 0.00390625, Abbejane Masterson Bates – 0.00390625, John G. Willy – 0.00390625

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	25.00%
2	40.00	12.50%
3	40.00	12.50%
4	160.00	50.00%
Total	320.00	100.00%

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 19 South, Range 28 East:
 Section 33: N/2N/2
 Section 34: N/2N/2
 Eddy County, New Mexico

Containing **320.0** acres, and this agreement shall include only the Bone Spring formation underlying said lands and the associated gaseous hydrocarbons 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 Colgate Operating, LLC, whose address is 300 N. Marienfeld Street, Suite 1000, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the 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.

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

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

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

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

EXHIBIT "A"

Plat of communitized area covering **320.0** acres in Township 19 South, Range 28 East, N/2N/2 of Section 33 and the N/2N/2 of Section 34, Eddy County, New Mexico, as written in Section 1 above.

Well Name/No.

SHAMROCK 34 FED COM #121H
SHAMROCK 34 FED COM #131H

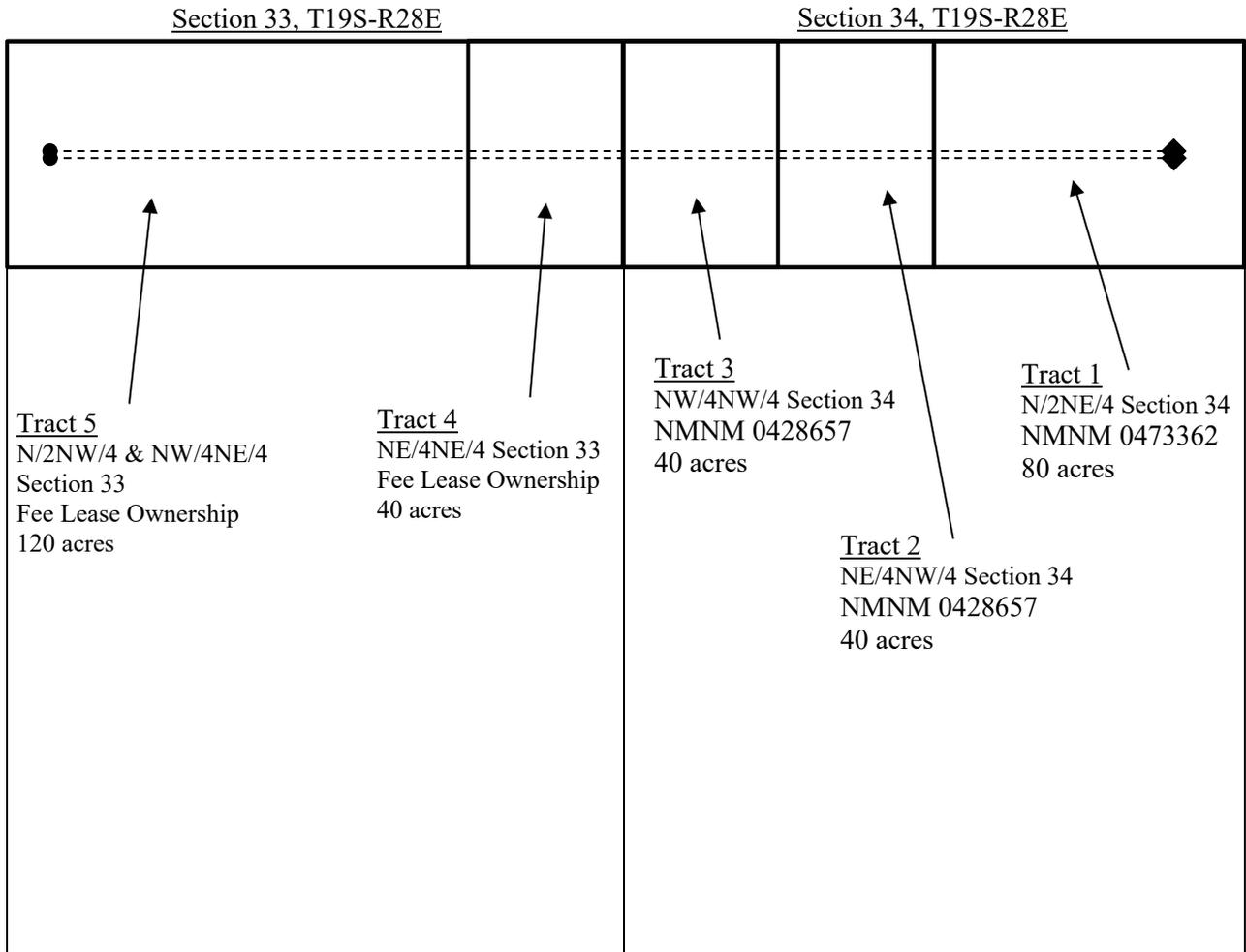


EXHIBIT “B”

To Communitization Agreement Dated June 1, 2020, embracing the following described land in Township 19 South, Range 28 East, N/2N/2 of Section 33 and N/2N/2 of Section 34, Eddy County, New Mexico, as written in Section 1 above.

Operator of Communitized Area:

COLGATE OPERATING, LLC

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1

Lease Serial Number:	NMNM 0473362
Lease Date:	Effective January 1, 1964
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Original Lessee:	George A. Lauck
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Description of Land Committed:	N/2NE/4 of Section 34, T19S-R28E, Eddy County, New Mexico
Number of Acres:	80.0
Royalty Rate:	12.5%
Name and Percent ORRI Owners:	Colgate Royalties, LP – 0.06027778, Frank J. Pisor – 0.00125000, Heirs of George A Lauck & Molly Lauck – 0.00937500, Mark and Paula McClellan – 0.000625000, Ross and Kandace McClellan – 0.000625000, Etheredge Revocable Living Trust dtd 11/4/1997 – 0.00347222, Marshall & Winston, Inc. – 0.028125000, Greenville Partners – 0.00937500, Kevin Hammitt – 0.00468750, James A. Lawson – 0.00468750, Mountain Lion Oil & Gas – 0.00500000
Name of Working Interest Owners:	Colgate Production, LLC - 0.85544306, Northern Oil & Gas, Inc. – 0.02570714, C5 Capital Management, LLC – 0.00520833, HCH Investment, LLC – 0.00520833, Catherine E. Huffman – 0.00520833, Elizabeth Tullis Dillard – 0.06250000, Myrlene Mannschreck Dillon – 0.03125000, Duer Wagner, III - .00377250, Geoffrey Lancelly – 0.00010778, Douglas Cranmer – 0.00053280, Russell Cranmer – 0.00053280, Douglas C. Cranmer and Russell B. Cranmer, Trustees of the Russell E. Cranmer Irrevocable Trust dtd December 28, 1992 – 0.00053280, Katherine Ferguson – 0.00213120, Robert G. Ettleson – 0.00053280, Mary Kline – 0.00053280, Sombrero Associates – 0.00079933

TRACT NO. 2

Lease Serial Number: NMNM 0428657
Lease Date: July 17, 1963, effective September 1, 1963
Lease Term: 10 years, subsequently extended for 2 years
Lessor: United States of America
Original Lessee: T. A. Fraser and J. Mack Barnes
Current Lessee of Record: ZPZ Delaware I LLC, Northern Oil & Gas, Inc., CM Resources, LLC, Colgate Production, LLC

Description of Land Committed: NE/4NW/4 of Section 34, T19S-R28E, Eddy County, New Mexico

Number of Acres: 40.0
Royalty Rate: 12.5%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.07704584, CM Royalties, LLC – 0.00937500, Abuelo, LLC – 0.00096146, Carol Sue Mhoon – 0.01250000, Ergodic Resources LLC - .00096146, Loco Hill Production Company, LLC – 0.00096146, Magnum Hunter Production, Inc. – 0.00070159, Silverhair, LLC – 0.00096146, William G. Ross and Vee K. Ross, Trustees of the William G. Ross and Vee K. Ross Living Trust UTA dated March 9, 1990 – 0.01250000

Name of Working Interest Owners: Colgate Production, LLC - 0.64775238, Northern Oil & Gas, Inc. – 0.22214120, Myrlene Mannschreck Dillon - 0.02343750, Geoffrey Lanceley - 0.00008033, Wildcat Energy, LLC - 0.00279387, Hodge Natural Gas Gathering, Inc. - 0.00039960, Robert G. Ettleson – 0.00039960, William L. Hilliard – 0.00079910, Mary L. Kline – 0.00039970, Heirs or devisees of John R. Kline – 0.00139860, Gerald L. Michaud – 0.00079910, Ted J. Werts – 0.00039960, Intrepid Energy, Inc. – 0.01928035, Douglas C. Cranmer and Russell B. Cranmer, Trustees of the Russell E. Cranmer Irrevocable Trust dated December 28, 1992 – 0.00119880, Bill Ferguson – 0.00319680, Robert H. Kriebel – 0.00139850, Sombrero Associates – 0.00089930, Nelson & Co., for the benefit of John D. Wile Marital Trust – 0.00059940, Magnum Hunter Production, Inc. – 0.03173252, John C. Rocovich – 0.00140625, Paul & Zofia Umbarger – 0.00712969, J.W. Davis – 0.01343671, Current Trustee under Declaration of Trust dated August 28, 1982, executed by Alice G. Davis – 0.01343672, Galkay, a Joint Venture – 0.00466172, James Kenneth Garrett – 0.00020567, Joyce Eline Garrett – 0.00020567,

Donna Marie Studer, Administrator, Estate of Genevieve Studer - 0.00010283, Carl Joseph Garrett, Executor, Estate of Jasper Ben Garrett, Jr. - 0.00010283, Connie Gale Becker - 0.00010283, Ginger Lee Meyers - 0.00010283

TRACT NO. 3

Lease Serial Number: NMNM 0428657
Lease Date: July 17,1963, effective September 1, 1963
Lease Term: 10 years, subsequently extended for 2 years
Lessor: United States of America
Original Lessee: T.A. Fraser and J. Mack Barnes
Current Lessee of Record: ZPZ Delaware I LLC, Northern Oil & Gas, Inc., CM Resources, LLC, Colgate Production, LLC

Description of Land Committed: NW/4NW/4 of Section 34, T19S-R28E, Eddy County, New Mexico

Number of Acres: 40
Royalty Rate: 12.5%

Name and Percent ORRI Owners: Colgate Royalties, LP - 0.07751770, William G. Ross and Vee K. Ross, Trustees of the William G. Ross and Vee K. Ross Living Trust UTA dated March 9, 1990 - 0.01250000, Carol Sue Mhoon - 0.01250000, Marathon Oil Permian, LLC - 0.00937500, Ergodic Resources, LLC - 0.00096146, Abuelo, LLC - 0.00096146, Silverhair, LLC - 0.00096146, Loco Hills Production Company, LLC - 0.00096146, Magnum Hunter Production, Inc. - 0.00064054

Name of Working Interest Owners: Colgate Production, LLC - 0.77275238, Northern Oil & Gas, Inc. - 0.09714120, Myrlene Mannschreck Dillon - 0.02343750, Geoffrey Lanceley - 0.00008033, Wildcat Energy, LLC - 0.00279387, Hodge Natural Gas Gathering, Inc. - 0.00039960, Robert G. Ettlson - 0.00039960, William L. Hilliard - 0.00079910, Mary L. Kline - 0.00039970, Heirs or devisees of John R. Kline - 0.00139860, Gerald L. Michaud - 0.00079910, Ted J. Werts - 0.00039960, Intrepid Energy, Inc. - 0.01928035, Douglas C. Cranmer and Russell B. Cranmer, Trustees of the Russell E. Cranmer Irrevocable Trust dated December 28, 1992 - 0.00119880, Bill Ferguson - 0.00319680, Robert H. Krieble - 0.00139850, Sombrero Associates - 0.00089930, Nelson & Co., for the benefit of John D. Wile Marital Trust - 0.00059940, Magnum Hunter Production, Inc. - 0.03173252, John C. Rocovich - 0.00140625, Paul and Zofia Umbarger - 0.00712969,

J.W. Davis – 0.01343671, Current Trustee under Declaration of Trust dated August 28, executed by Alice G. Davis – 0.01343672, Galkay, a Joint Venture – 0.00466172, James Kenneth Garrett – 0.00020567, Joyce Eline Garrett - .00020567, Donna Marie Studer, Administrator of the Estate of Genevieve Studer – 0.00010283, Carl Joseph Garrett, Executor of the Estate of Jasper Ben Garrett, Jr. – 0.00010283, Connie Gale Becker – 0.00010283, Ginger Lee Meyers – 0.00010283

TRACT NO. 4

Fee Lease No. 1

Lease Serial Number: N/A
Recordation Number: Book 545, Page 1230
Lease Date: March 15, 2004
Lease Term: 3 years
Lessor: Lorraine R. Hudson
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 of Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 10.0 acres
Royalty Rate: 20%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 2

Lease Serial Number: N/A
Recordation Number: Book 560, Page 1093
Lease Date: July 9, 2004
Lease Term: 3 years
Lessor: Sharon O. Blackard, dealing with her separate property
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 of Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 5.0 acres
Royalty Rate: 20%
Name and Percent ORRI Owners: Colgate Production, LLC – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 3

Lease Serial Number: N/A
Recordation Number: Book 560, Page 1095
Lease Date: July 9, 2004
Lease Term: 3 years
Lessor: William Wade Shipley, dealing with his separate property
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 of Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 5.0 acres
Royalty Rate: 20%
Name and Percent ORRI Owners: Colgate Production, LLC – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 4

Lease Serial Number: N/A
Recordation Number: Book 549, Page 340
Lease Date: April 8, 2004
Lease Term: 3 years
Lessor: Earl Ray Forehand and wife, Mary Lynn Forehand
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 5.0 acres
Royalty Rate: 18.75%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000, Nile Operating Company – 0.00156250
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 5

Lease Serial Number: N/A
Recordation Number: Book 566, 1036
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Stagner, LLC
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 5.0 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 6

Lease Serial Number: N/A
Recordation Number: Book 572, Page 230
Lease Date: September 16, 2004
Lease Term: 2 years
Lessor: Donna Gloyner
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 1.67 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 7

Lease Serial Number: N/A
Recordation Number: Book 572, Page 233
Lease Date: September 16, 2004
Lease Term: 2 years
Lessor: Mona Rosfeld
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 1.67 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 8

Lease Serial Number: N/A
Recordation Number: Book 572, Page 236
Lease Date: September 16, 2004
Lease Term: 2 years
Lessor: Mary Lou Morris
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 1.67 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 9

Lease Serial Number: N/A
Recordation Number: Book 572, Page 239
Lease Date: September 16, 2004
Lease Term: 2 years
Lessor: Janice Coley
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 1.67 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 10

Lease Serial Number: N/A
Recordation Number: Book 572, Page 242
Lease Date: September 16, 2004
Lease Term: 2 years
Lessor: Matthew L. Bynum
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 0.42 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 11

Lease Serial Number: N/A
Recordation Number: Book 573, Page 904
Lease Date: September 16, 2004
Lease Term: 2 years
Lessor: Grant Bynum
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 0.42 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 12

Lease Serial Number: N/A
Recordation Number: Book 576, Page 563
Lease Date: September 16, 2004
Lease Term: 2 years
Lessor: Stanley A. Bynum
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.42 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 13

Lease Serial Number: N/A
Recordation Number: Book 576, Page 566
Lease Date: September 16, 2004
Lease Term: 2 years
Lessor: Rachel Nagel
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.42 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 14

Lease Serial Number: N/A
Recordation Number: Book 572, Page 245
Lease Date: September 16, 2004
Lease Term: 2 years
Lessor: Roberta Nuss
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.83 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 15

Lease Serial Number: N/A
Recordation Number: Book 572, Page 248
Lease Date: September 16, 2004
Lease Term: 2 years
Lessor: Grace Geist
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 0.83 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.05000000
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

TRACT NO. 5**Fee Lease No. 1**

Lease Serial Number: N/A
Recordation Number: Book 569, Page 1229
Lease Date: March 15, 2004
Lease Term: 3 years
Lessor: Lorraine R. Hudson
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 20.0 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 2

Lease Serial Number: N/A
Recordation Number: Book 569, Page 1230
Lease Date: March 15, 2004
Lease Term: 3 years
Lessor: Lorraine R. Hudson
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 10.0 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.00000000

Fee Lease No. 3

Lease Serial Number: N/A
Recordation Number: Book 560, Page 1093
Lease Date: July 9, 2004
Lease Term: 3 years
Lessor: Sharon O. Blackard
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 15.0 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.000000

Fee Lease No. 4

Lease Serial Number: N/A
Recordation Number: Book 560, Page 1095
Lease Date: July 9, 2004
Lease Term: 3 years
Lessor: William Wade Shipley
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 15.0 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 5

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1034
Lease Date: August 13, 2004
Lease Term: 2 years
Lessor: Henry C. Wunsch & wife, Mary Ann Wunsch
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.75 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.000000

Fee Lease No. 6

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1042
Lease Date: August 17, 2004
Lease Term: 2 years
Lessor: James R. Miller & wife, Mary Jane Miller
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.75 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 7

Lease Serial Number: N/A
Recordation Number: Book 573, Page 912
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Fay Bernard
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.75 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 8

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1038
Lease Date: September 3, 2004
Lease Term: 2 years
Lessor: Harmon D. Greene & wife, Carolina R. Greene
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.75 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 9

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1040
Lease Date: August 17, 2004
Lease Term: 2 years
Lessor: R.R. Hinkle Company, Inc.
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.75 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 10

Lease Serial Number: N/A
Recordation Number: Book 573, Page 910
Lease Date: October 22, 2004
Lease Term: 2 years
Lessor: Virginia Black, Independent Executrix u/w/o Dillard Lee Dorland
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 2.25 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 11

Lease Serial Number: N/A
Recordation Number: Book 578, Page 1161
Lease Date: October 22, 2004
Lease Term: 2 years
Lessor: Zonetta M. Dorland
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 2.25 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 12

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1044
Lease Date: August 27, 2004
Lease Term: 2 years
Lessor: Robert P. Byron & Jeannine Hooper Byron,
Trustees of the Robert & Jeannine Byron
Revocable Trust under Trust Agreement dated
June 18, 2003
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-
R28E, Eddy County, New Mexico
Number of Acres: 6.5 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 13

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1047
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: E.L. Latham Company
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-
R28E, Eddy County, New Mexico
Number of Acres: 8.75 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 14

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1050
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Roy G. Barton, Jr.
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-
R28E, Eddy County, New Mexico
Number of Acres: 9.375
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 15

Lease Serial Number: N/A
Recordation Number: Book 569, Page 665
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Brett C. Barton
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 2.333 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 16

Lease Serial Number: N/A
Recordation Number: Book 569, Page 669
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Roy G. Barton, III
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 2.333 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 17

Lease Serial Number: N/A
Recordation Number: Book 573, Page 907
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Heidi C. Burton
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 2.333 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 18

Lease Serial Number: N/A
Recordation Number: Book 569, Page 671
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Norma Jane Chanley
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 9.375 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 19

Lease Serial Number: N/A
Recordation Number: Book 572, Page 783
Lease Date: September 30, 2004
Lease Term: 2 years
Lessor: Wells Fargo Bank, Texas, NA, Trustee for CBF A-1 and CBF A-2
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 10.0 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 20

Lease Serial Number: N/A
Recordation Number: Book 1146, Page 255
Lease Date: June 1, 2020
Lease Term: 3 years
Lessor: Colgate Minerals, LLC
Original Lessee: Colgate Production, LLC
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: N/2NW/4 and NW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.75 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.0	25.0%
2	40.0	12.5%
3	40.0	12.5%
4	40.0	12.5%
5	120.0	37.5%
Total	320.0	100.0%

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 19 South, Range 28 East:
 Section 33: S/2N/2
 Section 34: S/2N/2
 Eddy County, New Mexico

Containing **320.0** acres, and this agreement shall include only the Bone Spring formation underlying said lands and the associated gaseous hydrocarbons 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 Colgate Operating, LLC, whose address is 300 N. Marienfeld Street, Suite 1000, Midland, Texas 79701. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator maybe designated by the 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.

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

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

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

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

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.

COLGATE OPERATING, LLC
(Operator)

Date: _____

By: _____
Brandon Gaynor, Sr. Vice President of Land

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)

On this _____ day of _____ 2022, before me, a Notary Public for the State of Texas, personally appeared Brandon Gaynor, known to me to be the Senior Vice President of Colgate Operating, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

Notary Public

My commission expires

EXHIBIT "A"

Plat of communitized area covering **320.0** acres in Township 19 South, Range 28 East, S/2N/2 of Section 33 and the S/2N/2 of Section 34, Eddy County, New Mexico, as written in Section 1 above.

Well Name/No.

SHAMROCK 34 FED COM #122H
SHAMROCK 34 FED COM #132H

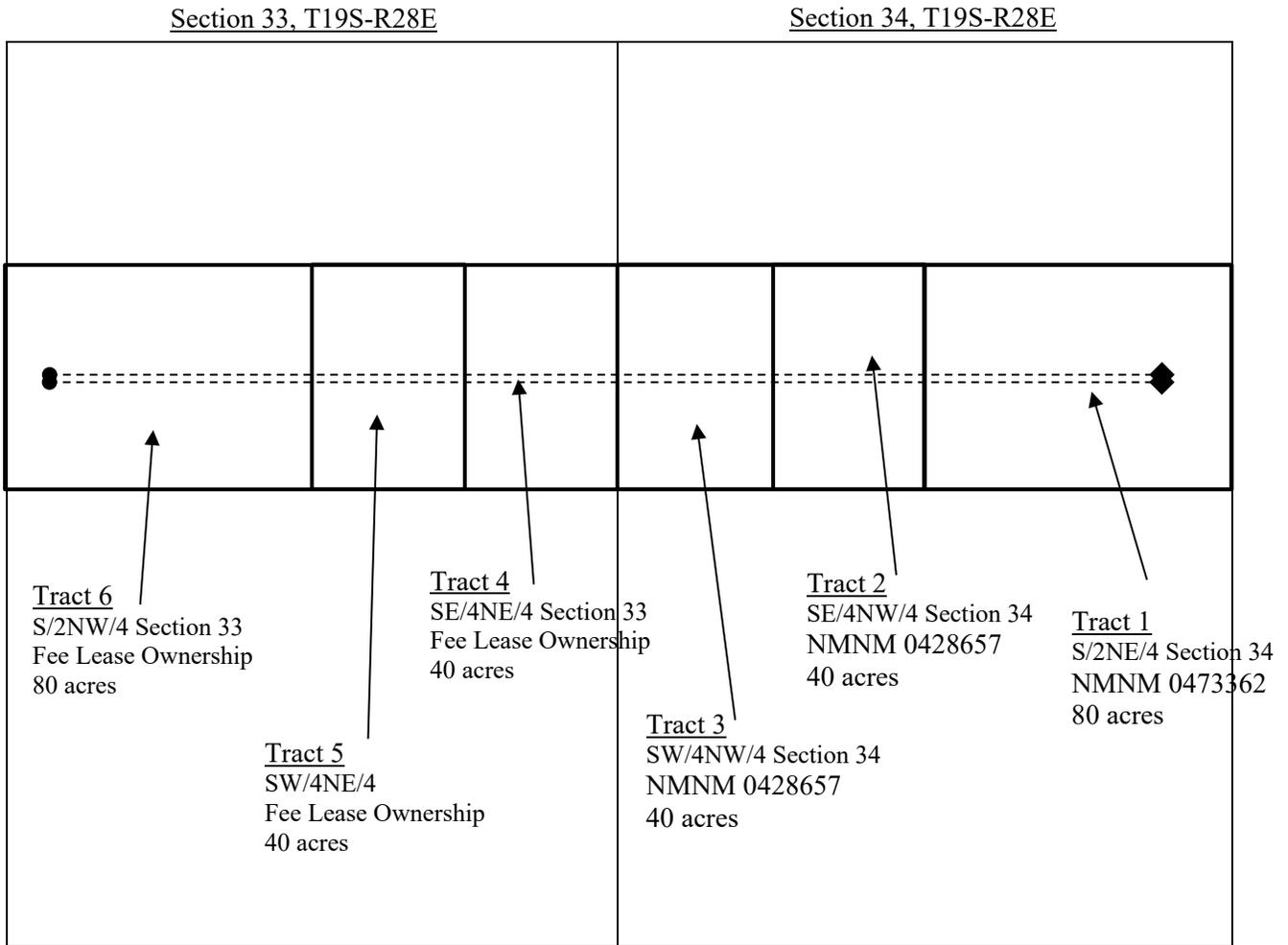


EXHIBIT “B”

To Communitization Agreement Dated June 1, 2020, embracing the following described land in Township 19 South, Range 28 East, S/2N/2 of Section 33 and S/2N/2 of Section 34, Eddy County, New Mexico, as written in Section 1 above.

Operator of Communitized Area:

COLGATE OPERATING, LLC

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1

Lease Serial Number:	NMNM 0473362
Lease Date:	Effective January 1, 1964
Lease Term:	10 years, subsequently extended for 2 years
Lessor:	United States of America
Original Lessee:	George A. Lauck
Current Lessee of Record:	D.W. Underwood and J.C. Williamson
Description of Land Committed:	S/2NE/4 of Section 34, T19S-R28E, Eddy County, New Mexico
Number of Acres:	80.0
Royalty Rate:	12.5%
Name and Percent ORRI Owners:	Colgate Royalties, LP – 0.06027778, Frank J. Pisor – 0.00125000, Heirs of George A Lauk & Molly Lauk – 0.00937500, Mark and Paula McClellan – 0.000625000, Ross and Kandace McClellan – 0.000625000, Etheredge Revocable Living Trust dtd 11/4/1997 – 0.00347222, Marshall & Winston, Inc. – 0.028125000, Greenville Partners – 0.00937500, Kevin Hammitt – 0.00468750, James A. Lawson – 0.00468750, Mountain Lion Oil & Gas – 0.00500000
Name of Working Interest Owners:	Colgate Production, LLC - 0.85544306, Northern Oil & Gas, Inc. – 0.02570714, C5 Capital Management, LLC – 0.00520833, HCH Investment, LLC – 0.00520833, Catherine E. Huffman – 0.00520833, Elizabeth Tullis Dillard – 0.06250000, Myrlene Mannschreck Dillon – 0.03125000, Duer Wagner, III - .00377250, Geoffrey Lancelly – 0.00010778, Douglas Cranmer – 0.00053280, Russell Cranmer – 0.00053280, Douglas C. Cranmer and Russell B. Cranmer, Trustees of the Russell E. Cranmer Irrevocable Trust dtd December 28, 1992 – 0.00053280, Katherine Ferguson – 0.00213120, Robert G. Ettleson – 0.00053280, Mary Kline – 0.00053280, Sombrero Associates – 0.00079933

TRACT NO. 2

Lease Serial Number: NMNM 0428657
Lease Date: July 17, 1963, effective September 1, 1963
Lease Term: 10 years, subsequently extended for 2 years
Lessor: United States of America
Original Lessee: T. A. Fraser and J. Mack Barnes
Current Lessee of Record: ZPZ Delaware I LLC, Northern Oil & Gas, Inc., CM Resources, LLC, Colgate Production, LLC

Description of Land Committed: SE/4NW/4 of Section 34, T19S-R28E, Eddy County, New Mexico

Number of Acres: 40.0
Royalty Rate: 12.5%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.07704584, CM Royalties, LLC – 0.00937500, Abuelo, LLC – 0.00096146, Carol Sue Mhoon – 0.01250000, Ergodic Resources LLC - .00096146, Loco Hill Production Company, LLC – 0.00096146, Magnum Hunter Production, Inc. – 0.00070159, Silverhair, LLC – 0.00096146, William G. Ross and Vee K. Ross, Trustees of the William G. Ross and Vee K. Ross Living Trust UTA dated March 9, 1990 – 0.01250000

Name of Working Interest Owners: Colgate Production, LLC - 0.64775238, Northern Oil & Gas, Inc. – 0.22214120, Myrlene Mannschreck Dillon - 0.02343750, Geoffrey Lanceley - 0.00008033, Wildcat Energy, LLC - 0.00279387, Hodge Natural Gas Gathering, Inc. - 0.00039960, Robert G. Ettleson – 0.00039960, William L. Hilliard – 0.00079910, Mary L. Kline – 0.00039970, Heirs or devisees of John R. Kline – 0.00139860, Gerald L. Michaud – 0.00079910, Ted J. Werts – 0.00039960, Intrepid Energy, Inc. – 0.01928035, Douglas C. Cranmer and Russell B. Cranmer, Trustees of the Russell E. Cranmer Irrevocable Trust dated December 28, 1992 – 0.00119880, Bill Ferguson – 0.00319680, Robert H. Kriebel – 0.00139850, Sombrero Associates – 0.00089930, Nelson & Co., for the benefit of John D. Wile Marital Trust – 0.00059940, Magnum Hunter Production, Inc. – 0.03173252, John C. Rocovich – 0.00140625, Paul & Zofia Umbarger – 0.00712969, J.W. Davis – 0.01343671, Current Trustee under Declaration of Trust dated August 28, 1982, executed by Alice G. Davis – 0.01343672, Galkay, a Joint Venture – 0.00466172, James Kenneth Garrett – 0.00020567, Joyce Eline Garrett – 0.00020567,

Donna Marie Studer, Administrator, Estate of Genevieve Studer - 0.00010283, Carl Joseph Garrett, Executor, Estate of Jasper Ben Garrett, Jr. - 0.00010283, Connie Gale Becker - 0.00010283, Ginger Lee Meyers - 0.00010283

TRACT NO. 3

Lease Serial Number: NMNM 0428657
Lease Date: July 17, 1963, effective September 1, 1963
Lease Term: 10 years, subsequently extended for 2 years
Lessor: United States of America
Original Lessee: T.A. Fraser and J. Mack Barnes
Current Lessee of Record: ZPZ Delaware I LLC, Northern Oil & Gas, Inc., CM Resources, LLC, Colgate Production, LLC

Description of Land Committed: SW/4NW/4 of Section 34, T19S-R28E, Eddy County, New Mexico

Number of Acres: 40
Royalty Rate: 12.5%

Name and Percent ORRI Owners: Colgate Royalties, LP - 0.07751770, William G. Ross and Vee K. Ross, Trustees of the William G. Ross and Vee K. Ross Living Trust UTA dated March 9, 1990 - 0.01250000, Carol Sue Mhoon - 0.01250000, Marathon Oil Permian, LLC - 0.00937500, Ergodic Resources, LLC - 0.00096146, Abuelo, LLC - 0.00096146, Silverhair, LLC - 0.00096146, Loco Hills Production Company, LLC - 0.00096146, Magnum Hunter Production, Inc. - 0.00064054

Name of Working Interest Owners: Colgate Production, LLC - 0.77275238, Northern Oil & Gas, Inc. - 0.09714120, Myrlene Mannschreck Dillon - 0.02343750, Geoffrey Lanceley - 0.00008033, Wildcat Energy, LLC - 0.00279387, Hodge Natural Gas Gathering, Inc. - 0.00039960, Robert G. Ettlison - 0.00039960, William L. Hilliard - 0.00079910, Mary L. Kline - 0.00039970, Heirs or devisees of John R. Kline - 0.00139860, Gerald L. Michaud - 0.00079910, Ted J. Werts - 0.00039960, Intrepid Energy, Inc. - 0.01928035, Douglas C. Cranmer and Russell B. Cranmer, Trustees of the Russell E. Cranmer Irrevocable Trust dated December 28, 1992 - 0.00119880, Bill Ferguson - 0.00319680, Robert H. Krieble - 0.00139850, Sombrero Associates - 0.00089930, Nelson & Co., for the benefit of John D. Wile Marital Trust - 0.00059940, Magnum Hunter Production, Inc. - 0.03173252, John C. Rocovich - 0.00140625, Paul and Zofia Umbarger - 0.00712969,

J.W. Davis – 0.01343671, Current Trustee under Declaration of Trust dated August 28, executed by Alice G. Davis – 0.01343672, Galkay, a Joint Venture – 0.00466172, James Kenneth Garrett – 0.00020567, Joyce Eline Garrett - .00020567, Donna Marie Studer, Administrator of the Estate of Genevieve Studer – 0.00010283, Carl Joseph Garrett, Executor of the Estate of Jasper Ben Garrett, Jr. – 0.00010283, Connie Gale Becker – 0.00010283, Ginger Lee Meyers – 0.00010283

TRACT NO. 4

Fee Lease No. 1

Lease Serial Number: N/A
Recordation Number: Book 569, Page 1229
Lease Date: March 15, 2004
Lease Term: 3 years
Lessor: Lorraine R. Hudson
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 10.0 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 2

Lease Serial Number: N/A
Recordation Number: Book 560, Page 1093
Lease Date: July 9, 2004
Lease Term: 3 years
Lessor: Sharon O. Blackard
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 5.0 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 3

Lease Serial Number: N/A
Recordation Number: Book 560, Page 1095
Lease Date: July 9, 2004
Lease Term: 3 years
Lessor: William Wade Shipley
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 5.0 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 4

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1034
Lease Date: August 13, 2004
Lease Term: 2 years
Lessor: Henry C. Wunsch & wife, Mary Ann Wunsch
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.25 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 5

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1042
Lease Date: August 17, 2004
Lease Term: 2 years
Lessor: James R. Miller & wife, Mary Jane Miller
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.25 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 6

Lease Serial Number: N/A
Recordation Number: Book 573, Page 912
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Fay Bernard
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.25 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP – 0.02593750
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 7

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1038
Lease Date: September 3, 2004
Lease Term: 2 years
Lessor: Harmon D. Greene & wife, Carolina R. Greene
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.25 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 8

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1040
Lease Date: August 17, 2004
Lease Term: 2 years
Lessor: R.R. Hinkle Company, Inc.
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.25 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 9

Lease Serial Number: N/A
Recordation Number: Book 573, Page 910
Lease Date: October 22, 2004
Lease Term: 2 years
Lessor: Virginia Black, Independent Executrix u/w/o Dillard Lee Dorland
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 0.75 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 10

Lease Serial Number: N/A
Recordation Number: Book 578, Page 1161
Lease Date: October 22, 2004
Lease Term: 2 years
Lessor: Zonetta M. Dorland
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 0.75 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 11

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1044
Lease Date: August 27, 2004
Lease Term: 2 years
Lessor: Robert P. Byron & Jeannine Hooper Byron, Trustees of the Robert & Jeannine Byron Revocable Trust under Trust Agreement dated June 18, 2003
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 2.17 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 12

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1047
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: E.L. Latham Company
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 2.92 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 13

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1050
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Roy G. Barton, Jr.
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 3.13 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 14

Lease Serial Number: N/A
Recordation Number: Book 569, Page 665
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Brett C. Barton
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.78 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 15

Lease Serial Number: N/A
Recordation Number: Book 569, Page 669
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Roy G. Barton, III
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.78 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 16

Lease Serial Number: N/A
Recordation Number: Book 573, Page 907
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Heidi C. Burton
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 0.78 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 17

Lease Serial Number: N/A
Recordation Number: Book 569, Page 671
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Norma Jane Chanley
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 3.13 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 18

Lease Serial Number: N/A
Recordation Number: Book 572, Page 783
Lease Date: September 30, 2004
Lease Term: 2 years
Lessor: Wells Fargo Bank, Texas, NA, Trustee for CBF A-1 and CBF A-2
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 3.33 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 19

Lease Serial Number: N/A
Recordation Number: Book 1146, Page 255
Lease Date: June 1, 2020
Lease Term: 3 years
Lessor: Colgate Minerals, LLC
Original Lessee: Colgate Production, LLC
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SE/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 0.25 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

TRACT NO. 5**Fee Lease No. 1**

Lease Serial Number: N/A
Recordation Number: Book 569, Page 663
Lease Date: August 17, 2004
Lease Term: 2 years
Lessor: Wilma Evelyn Voigt
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: SW/4NE/4 Section 33, T19S-R28E, Eddy County, New Mexico, limited to depths from the surface to 11,348 feet
Number of Acres: 40.0 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: N/A
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

TRACT NO. 6**Fee Lease No. 1**

Lease Serial Number: N/A
Recordation Number: Book 569, Page 1229
Lease Date: March 15, 2004
Lease Term: 3 years
Lessor: Lorraine R. Hudson
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 20.0 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 2

Lease Serial Number: N/A
Recordation Number: Book 560, Page 1093
Lease Date: July 9, 2004
Lease Term: 3 years
Lessor: Sharon O. Blackard
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 10.0 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 3

Lease Serial Number: N/A
Recordation Number: Book 560, Page 1095
Lease Date: July 9, 2004
Lease Term: 3 years
Lessor: William Wade Shipley
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 10.0 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 4

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1034
Lease Date: August 13, 2004
Lease Term: 2 years
Lessor: Henry C. Wunsch & wife, Mary Ann Wunsch
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 0.50 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 5

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1042
Lease Date: August 17, 2004
Lease Term: 2 years
Lessor: James R. Miller & wife, Mary Jane Miller
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 0.50 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 6

Lease Serial Number: N/A
Recordation Number: Book 573, Page 912
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Fay Bernard
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 0.50 acres
Royalty Rate: 20.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 7

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1038
Lease Date: September 3, 2004
Lease Term: 2 years
Lessor: Harmon D. Greene & wife, Carolina R. Greene
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 0.50 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 8

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1040
Lease Date: August 17, 2004
Lease Term: 2 years
Lessor: R.R. Hinkle Company, Inc.
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 0.50 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 9

Lease Serial Number: N/A
Recordation Number: Book 573, Page 910
Lease Date: October 22, 2004
Lease Term: 2 years
Lessor: Virginia Black, Independent Executrix u/w/o Dillard Lee Dorland
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 1.50 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 10

Lease Serial Number: N/A
Recordation Number: Book 578, Page 1161
Lease Date: October 22, 2004
Lease Term: 2 years
Lessor: Zonetta M. Dorland
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 1.50 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 11

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1044
Lease Date: August 27, 2004
Lease Term: 2 years
Lessor: Robert P. Byron & Jeannine Hooper Byron, Trustees of the Robert & Jeannine Byron Revocable Trust under Trust Agreement dated June 18, 2003
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 4.33 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 12

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1047
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: E.L. Latham Company
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 5.83 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 13

Lease Serial Number: N/A
Recordation Number: Book 566, Page 1050
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Roy G. Barton, Jr.
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 6.25 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 14

Lease Serial Number: N/A
Recordation Number: Book 569, Page 665
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Brett C. Barton
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 1.56 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 15

Lease Serial Number: N/A
Recordation Number: Book 569, Page 669
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Roy G. Barton, III
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico

Number of Acres: 1.56 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 16

Lease Serial Number: N/A
Recordation Number: Book 573, Page 907
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Heidi C. Burton
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 1.56 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 17

Lease Serial Number: N/A
Recordation Number: Book 569, Page 671
Lease Date: September 2, 2004
Lease Term: 2 years
Lessor: Norma Jane Chanley
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 6.25 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 18

Lease Serial Number: N/A
Recordation Number: Book 572, Page 783
Lease Date: September 30, 2004
Lease Term: 2 years
Lessor: Wells Fargo Bank, Texas, NA, Trustee for CBF A-1 and CBF A-2
Original Lessee: EOG Resources, Inc.
Current Lessee of Record: Colgate Production, LLC
Description of Land Committed: S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres: 6.67 acres
Royalty Rate: 25.0%
Name and Percent ORRI Owners: Colgate Royalties, LP –
Name of Working Interest Owners: Colgate Production, LLC – 1.0000000

Fee Lease No. 19

Lease Serial Number:	N/A
Recordation Number:	Book 1146, Page 255
Lease Date:	June 1, 2020
Lease Term:	3 years
Lessor:	Colgate Minerals, LLC
Original Lessee:	Colgate Production, LLC
Current Lessee of Record:	Colgate Production, LLC
Description of Land Committed:	S/2NW/4 Section 33, T19S-R28E, Eddy County, New Mexico
Number of Acres:	0.50 acres
Royalty Rate:	25.0%
Name and Percent ORRI Owners:	Colgate Royalties, LP –
Name of Working Interest Owners:	Colgate Production, LLC – 1.0000000

End of Exhibit “A”

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.0	25.0%
2	40.0	12.5%
3	40.0	12.5%
4	40.0	12.5%
5	40.0	12.5%
6	80.0	25.0%
Total	320.0	100.0%

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Applicant: Colgate Operating, LLC **OGRID Number:** 371449
Well Name: Dawson 34 Fed Com 124H **API:** 30-015-47603
Pool: Old Millman Ranch; BS (Assoc) & Winchester; BS **Pool Code:** 48035 & 65010

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

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
 A. Location – Spacing Unit – Simultaneous Dedication
 NSL NSP (PROJECT AREA) NSP (PRORATION UNIT) SD
 B. Check one only for [I] or [II]
 [I] Commingling – Storage – Measurement
 DHC CTB PLC PC OLS OLM
 [II] Injection – Disposal – Pressure Increase – Enhanced Oil Recovery
 WFX PMX SWD IPI EOR PPR

- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
 A. Offset operators or lease holders
 B. Royalty, overriding royalty owners, revenue owners
 C. Application requires published notice
 D. Notification and/or concurrent approval by SLO
 E. Notification and/or concurrent approval by BLM
 F. Surface owner
 G. For all of the above, proof of notification or publication is attached, and/or,
 H. No notice required

<u>FOR OCD ONLY</u>	
<input type="checkbox"/>	Notice Complete
<input type="checkbox"/>	Application Content Complete

3) **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

Mikah Thomas

Print or Type Name

Signature

03.21.2022
Date

432-695-4272
Phone Number

mthomas@colgateenergy.com
e-mail Address

From: [Engineer, OCD, EMNRD](#)
To: [Mikah Thomas](#)
Cc: [McClure, Dean, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); lisa@rwbyram.com; [Glover, James](#); [Paradis, Kyle O](#); [Walls, Christopher](#)
Subject: Approved Administrative Order PLC-814
Date: Monday, May 9, 2022 4:04:19 PM
Attachments: [PLC814 Order.pdf](#)

NMOCD has issued Administrative Order PLC-814 which authorizes Colgate Operating, LLC (371449) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-49005	Dawson 34 Federal Com #114H	S/2 S/2	33-19S-28E	48035
		S/2 S/2	34-19S-28E	
30-015-47704	Dawson 34 Federal Com #123H	N/2 S/2	33-19S-28E	65010
		N/2 S/2	34-19S-28E	48035
30-015-47603	Dawson 34 Federal Com #124H	S/2 S/2	33-19S-28E	48035
		S/2 S/2	34-19S-28E	
30-015-47705	Dawson 34 Federal Com #133H	N/2 S/2	33-19S-28E	65010
		N/2 S/2	34-19S-28E	48035
30-015-47604	Dawson 34 Federal Com #134H	S/2 S/2	33-19S-28E	48035
		S/2 S/2	34-19S-28E	
30-015-47706	Shamrock 34 Federal State Com #121H	N/2 N/2	33-19S-28E	65010
		N/2 N/2	34-19S-28E	48035
30-015-47707	Shamrock 34 Federal State Com #122H	S/2 N/2	33-19S-28E	65010
		S/2 N/2	34-19S-28E	48035
30-015-47708	Shamrock 34 Federal State Com #131H	N/2 N/2	33-19S-28E	65010
		N/2 N/2	34-19S-28E	48035
30-015-47751	Shamrock 34 Federal State Com #132H	S/2 N/2	33-19S-28E	65010
		S/2 N/2	34-19S-28E	48035

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

From: [Engineer, OCD, EMNRD](#)
To: [Mikah Thomas](#)
Cc: [Scott Morgan](#); [Engineer, OCD, EMNRD](#)
Subject: FW: [EXTERNAL] Objection to Administrative Approval of Surface Commingling
Date: Friday, April 15, 2022 9:36:18 AM
Attachments: [Surface Commingling Objection Letter 04.14.2022.pdf](#)

Ms. Thomas,

The Division has received a protest of surface commingling application PLC-814 which involves a commingling project that includes the Dawson Shamrock Battery and is operated by Colgate Operating, LLC (371449).

This application will now be placed on hold until the matter is resolved by either the protester withdrawing their protest or via public hearing.

The protest letter is attached to this email and may be referenced to obtain contact information for the protester's representative.

The referenced application has been designated with action ID: 97773 and can be found at [97773](#).

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

From: Scott Morgan <smorgan@cilawnm.com>
Sent: Thursday, April 14, 2022 5:24 PM
To: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>; Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us>
Cc: Mikah Thomas <MThomas@colgateenergy.com>
Subject: [EXTERNAL] Objection to Administrative Approval of Surface Commingling

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good afternoon, Mr. Powell.

Please see the attached objection of Ms. Kaye Dillard to Colgate's Application for Administrative Approval to Surface Commingling.

Please let us know that you have received.

Thank you,
Scott Morgan

Scott S. Morgan
Cavin & Ingram, P.A.
P. O. Box 1216
Albuquerque, NM 87103
Ph: 505-243-5400
smorgan@cilawnm.com
www.cilawnm.com

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From: [Engineer, OCD, EMNRD](#)
To: [Mikah Thomas](#)
Cc: eric@texaslandman.land; [Engineer, OCD, EMNRD](#)
Subject: Protest of surface commingling application PLC-814
Date: Thursday, April 21, 2022 12:12:18 PM
Attachments: [PLC814 Protest Letter \(Hutchens\).pdf](#)

Ms. Thomas,

The Division has received a protest of surface commingling application PLC-814 which involves a commingling project that includes the Dawson Shamrock Battery and is operated by Colgate Operating, LLC (371449).

This application was placed on hold due to a prior protest and will remain on hold until both the prior and this matter are resolved by either the protesters withdrawing their protests or via public hearing.

The protest letter is attached to this email and may be referenced to obtain contact information for the protester's representative.

The referenced application has been designated with action ID: 97773 and can be found at [97773](#).

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

From: [Mikah Thomas](#)
To: [McClure, Dean, EMNRD](#)
Subject: RE: [EXTERNAL] surface commingling application PLC-814
Date: Monday, May 9, 2022 8:29:51 AM
Attachments: [Commingled Wells for the Dawson-Shamrock_Corrected_Excel.xlsx](#)
[Commingled Wells for the Dawson-Shamrock_Corrected.docx](#)
[Commingling Notification_Tracking Numbers.pdf](#)
[Commingling Notification_Tracking Numbers_Corrected.pdf](#)

Hi Dean,

- a list of the wells that are being requested to be a part of this commingling project including their API numbers;
 - Attached
- known or estimated values for the gravity of the oil and BTU of the gas from the pools involved in this commingling project;
 - Attached
- confirmation that commingling will not decrease the value of the production; and
 - Stated below
- a complete list of the noticed persons including the tracking numbers of the notices (the included list seems to be cut off).
 - You're right, attached.

This is confirmation that commingling wells in application PLC-814 will not decrease the value of production.

Please let me know if all of this works for you. I really appreciate you calling me.

Mikah Thomas | Colgate Energy
[300 N Marienfeld Street | Suite 1000 | Midland, TX 79701](#)
O: (432) 695-4272 | C: (432) 661-7106
Email: mthomas@colgateenergy.com

From: McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Sent: Friday, May 6, 2022 2:02 PM
To: Mikah Thomas <MThomas@colgateenergy.com>
Subject: [EXTERNAL] surface commingling application PLC-814

***** Attention: This is an external email, use caution. *****

Ms. Thomas,

I am reviewing surface commingling application PLC-814 which involves a commingling project that includes the Dawson Shamrock Battery and is operated by Colgate Operating, LLC (371449).

Please provide the following:

- a list of the wells that are being requested to be a part of this commingling project including their API numbers;
- known or estimated values for the gravity of the oil and BTU of the gas from the pools involved in this commingling project;

- confirmation that commingling will not decrease the value of the production; and
- a complete list of the noticed persons including the tracking numbers of the notices (the included list seems to be cut off).

Once I have a list of the wells, I may have additional requests. In interest of time, you may wish to submit the well list before the rest.

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

From: [Mikah Thomas](#)
To: [McClure, Dean, EMNRD](#)
Subject: [EXTERNAL] Dawson/Shamrock Tracking Number
Date: Monday, May 9, 2022 9:11:43 AM

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Hey Dean,

Looks like I can send emails but not receive. I can't even see if an email has been sent.

Magnum Hunter tracking number:

7021 0950 0000 6662 1292

Mikah Thomas | Colgate Energy
[300 N Marienfeld Street | Suite 1000 | Midland, TX 79701](#)
O: (432) 695-4272 | C: (432) 661-7106
Email: mthomas@colgateenergy.com

SEALY H. CAVIN, JR. †*
STEPHEN D. INGRAM †
SCOTT S. MORGAN
BRANDON D. HAJNY†*

CAVIN & INGRAM, P.A.
ATTORNEYS & COUNSELORS AT LAW
40 FIRST PLAZA NW
SUITE 610
ALBUQUERQUE, NEW MEXICO 87102

TELEPHONE
(505) 243-5400

MAILING ADDRESS
P.O. BOX 1216
ALBUQUERQUE, NM 87103-1216
NMOILGASLAW@CILAWNM.COM
WWW.CILAWNM.COM

†Also Admitted in Texas
*Also Admitted in Colorado

April 14, 2022

New Mexico Oil Conservation Division
Engineering Bureau
Mr. Brandon Powell, Engineering Bureau Chief
OCD.Engineer@state.nm.us
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

Re: *Objection to the Application for Surface Commingling (Diverse Ownership) for Colgate’s Dawson 34 Federal Com #114H, #123H, #124H, #133H, and #134H Wells and Colgate’s Shamrock Federal Com #121H, #122H, #131H, and#132H Wells.*

Mr. Powell,

Our firm represents Ms. Kaye Dillard, in connection with the above-captioned Application for Surface Commingling (Diverse Ownerhsip) filed by Colgate Operating, LLC (the “Application”). Our clients is an Affected Party as a non-operating working interest owners in some of the above-reference wells.

As allowed by NMAC 19.15.12.10.C., Ms. Dilalrd hereby files her written objection to the administrative approval of the Application and request that the director set the application for a hearing as allowed by 19.15.12.10 NMAC. There are some underlying title and releated issues that will require investigation before Ms. Dillard can make a determination on whether to allow the Application to move forward by administrative approval. Additionally, Ms. Dillard needs additional time to review the Application and appurtenant information to determine how her rights may be affected.

Pursuant to the applicable NMAC provisions, Ms. Dillard request that this matter be set for a full hearing with sufficient time to analyze the Application submitted by Colgate Operating, LLC as well as any appurtenant technical and other data.

Please let me know if you have any questions or concerns.

Sincerely,

CAVIN & INGRAM, P.A.



NMOCD Engineering Bureau

April 14, 2022

Page 2

Scott S. Morgan
Attorneys for Ms. Kaye Dillard

cc. Dean McClure
via e-mail to Dean.McClure@state.nm.us

Mikah Thomas
via email to mthomas@colgateenergy.com

4/10/22

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

RE: Commingling Application - OBJECTION LETTER
Colgate Operating, LLC. (API 30-015-47603 and Pool Codes 48035 and 65010)
Dawson 34 Federal 114h, 123h, 124h, 133h, and 134h
Shamrock 34 Federal 121h, 122h, 131h and 123h
19S-28E, Eddy County, New Mexico

To Whom it may Concern,

We the undersigned Royalty and Working Interest owners in the Dawson Federal Wells do Hereby OBJECT to Colgate Energy, LLC's Application for Surface Commingling of the referenced leases and wells and are formally requesting a hearing on the matter.

We were force pooled by Colgate in the Dawson wells and were forced to prepay for the completed well costs in all of the wells despite that fact that only (2) wells were ever drilled. Colgate will not return our calls, provide any well or production information and has sent out several erroneous Joint Interest Billings with the wrong %'s to all parties below despite pleadings and instruction for corrections. In addition, Colgate has kept the revenues of the completed and producing Dawson wells in "Suspense" for almost 1 year now even though we have all signed division orders and prepaid our share of the wells.

We are concerned that Colgate will further confuse the various owner's % interest in the existing wells; or even worse, will Dilute our interest with the other wells to avoid distributing our rightful revenue interest as well as sending us the correct billing interest for supervision, water hauling, etc. We want to see how both Colgate and the Conservation Division can ensure that the correct ownership interest as well as JIB "Billing" interest will be accounted for properly and will accurately be monitored given the fact that they cannot get it straight at the individual well level, much less on a Commingled multi well/lease level.

Please advise the parties below as to the date of the hearing so that we can make plans to attend on the hearing date.

If you have any questions, please feel free to contact me by phone at 972-567-6754 or by email at Eric@TexasLandman.Land. We appreciate the sincere consideration of our petition and look forward to a fair hearing and resolution to the matter.

Sincerely,



Eric Schmitz, Landman and Agent for:

Nancy Hutchens Mowrey, Debra Hutchens Brown, Joanne Hutchens, Carroll Hutchens II Estate, Carroll Hutchens III. CC: Above Parties, Steve Turkett, Esq.

District I
1625 N. French Drive, Hobbs, NM 88240
District II
811 S. First St., Artesia, NM 88210
District III
1690 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St Francis Dr., Santa Fe, NM
87505

State of New Mexico
Energy, Minerals and Natural Resources Department

Form C-107-B
Revised August 1, 2011

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

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Colgate Operating, LLC

OPERATOR ADDRESS: 300 North Marienfeld Street, Suite 1000 Midland, Texas 79701

APPLICATION TYPE:
 Pool Commingling Lease Commingling Pool and Lease Commingling Off-Lease Storage and Measurement (Only if not Surface Commingled)

LEASE TYPE: Fee State Federal

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

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

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

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

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

(1) Pool Name and Code: 48035] OLD MILLMAN RANCH, BS (ASSOC) & [55010] WINCHESTER, BONE SPRING
 (2) Is all production from same source of supply? Yes No
 (3) Has all interest owners been notified by certified mail of the proposed commingling? Yes No
 (4) Measurement type: Metering Other (Specify)

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

(1) Complete Sections A and B.

(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: Mikah Thomas TITLE: Sr. Regulatory Analyst DATE: 03 25 2022
 TYPE OR PRINT NAME: Mikah Thomas TELEPHONE NO: 432-695-4272
 E-MAIL ADDRESS: mthomas@colgateenergy.com

APPLICATION FOR SURFACE POOL/LEASE COMBINING

Colgate Operating, LLC respectfully requests approval to surface pool/lease commingled oil and gas from the following wells:

	API	WELL NAME	WELL #	LOCATION	POOL CODE/ NAME	STATUS
1	30-015-49005	DAWSON 34 FEDERAL COM	114H	I-34-195-28E	[48035] OLD MILLMAN RANCH; BS [ASSOC] & [65010] WINCHESTER; BONE SPRING	Permitted
2	30-015-47704	DAWSON 34 FEDERAL COM	123H	I-34-195-28E	[48035] OLD MILLMAN RANCH; BS [ASSOC] & [65010] WINCHESTER; BONE SPRING	Drilled
3	30-015-47603	DAWSON 34 FEDERAL COM	124H	P-34-195-28E	[48035] OLD MILLMAN RANCH; BS [ASSOC] & [65010] WINCHESTER; BONE SPRING	Producing
4	30-015-47705	DAWSON 34 FEDERAL COM	133H	I-34-195-28E	[48035] OLD MILLMAN RANCH; BS [ASSOC] & [65010] WINCHESTER; BONE SPRING	Drilled
5	30-015-47604	DAWSON 34 FEDERAL COM	134H	P-34-195-28E	[48035] OLD MILLMAN RANCH; BS [ASSOC] & [65010] WINCHESTER; BONE SPRING	Producing
6	30-015-47706	SHAMROCK 34 FEDERAL COM	121H	D-35-195-28E	[48035] OLD MILLMAN RANCH; BS [ASSOC] & [65010] WINCHESTER; BONE SPRING	Drilled
7	30-015-47707	SHAMROCK 34 FEDERAL COM	122H	I-34-195-28E	[48035] OLD MILLMAN RANCH; BS [ASSOC] & [65010] WINCHESTER; BONE SPRING	Drilled
8	30-015-47708	SHAMROCK 34 FEDERAL COM	131H	D-35-195-28E	[48035] OLD MILLMAN RANCH; BS [ASSOC] & [65010] WINCHESTER; BONE SPRING	Drilled
9	30-015-47751	SHAMROCK 34 FEDERAL COM	132H	I-34-195-28E	[48035] OLD MILLMAN RANCH; BS [ASSOC] & [65010] WINCHESTER; BONE SPRING	Drilled

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

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



ADMINISTRATIVE APPLICATION CHECKLIST

THIS CHECKLIST IS MANDATORY FOR ALL ADMINISTRATIVE APPLICATIONS FOR EXCEPTIONS TO DIVISION RULES AND REGULATIONS WHICH REQUIRE PROCESSING AT THE DIVISION LEVEL IN SANTA FE

Applicant: Colgate Operating, LLC	OGRID Number: 371449
Well Name: Dawson 34 Fed Coon 12411	API: 30-015-47603
Pool: Old Millman Ranch, BS (Assoc) & Winchester, BS	Pool Code: 48035 & 65010

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

- 1) **TYPE OF APPLICATION:** Check those which apply for [A]
- A. Location - Spacing Unit - Simultaneous Dedication
 NSL NSP (PROJECT AREA) NSP (PRORATION UNIT) SD
- B. Check one only for [I] or [II]
- [I] Commingling - Storage - Measurement
 DHC CTB PLC PC OLS OLM
- [II] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery
 WFX PMX SWD IPI EOR PPR

FOR OCD ONLY	
<input type="checkbox"/>	Notice Complete
<input type="checkbox"/>	Application Content Complete

- 2) **NOTIFICATION REQUIRED TO:** Check those which apply.
- A. Offset operators or lease holders
 B. Royalty, overriding royalty owners, revenue owners
 C. Application requires published notice
 D. Notification and/or concurrent approval by SLO
 E. Notification and/or concurrent approval by BLM
 F. Surface owner
 G. For all of the above, proof of notification or publication is attached, and/or,
 H. No notice required

3) **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no action** will be taken on this application until the required information and notifications are submitted to the Division.

Note: Statement must be completed by an individual with managerial and/or supervisory capacity.

Milah Thomas

 Print or Type Name

 Signature

03/21/2022

 Date

432-695-4272

 Phone Number

mthomas@colgateenergy.com

 e-mail Address

From: [Mikah Thomas](#)
To: [Eric Schmitz](#)
Cc: [ocdonline_emnrd_EMNRD](#); [McClure, Dean, EMNRD](#)
Subject: RE: [EXTERNAL] Re: Protest Withdrawal
Date: Wednesday, May 4, 2022 5:23:34 PM

Hey Eric,

All wells will for sure be metered separately.

Mikah Thomas | Colgate Energy
[300 N Mariefeld Street | Suite 1000 | Midland, TX 79701](#)
O: (432) 695-4272 | C: (432) 661-7106
Email: mthomas@colgateenergy.com

From: Eric Schmitz <eric@texaslandman.land>
Sent: Wednesday, May 4, 2022 5:11 PM
To: Mikah Thomas <MThomas@colgateenergy.com>
Cc: OCDOnline@state.nm.us; McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Subject: [EXTERNAL] Re: Protest Withdrawal

***** Attention: This is an external email, use caution. *****

Withdrawal Confirmed provided all wells are separately metered.

Thank you,
Eric Schmitz, CPL

This transmission is strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law. This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

On Wed, May 4, 2022 at 4:58 PM Mikah Thomas <MThomas@colgateenergy.com> wrote:

Good afternoon Dean,

Eric Schmitz has withdrawn the attached protest as of today at 3:56 MT.

Eric is cc'd to this email if you have any questions or concerns regarding this withdrawal.

Thank you to both of you for your time in getting this taken care of, it's much appreciated.

Mikah Thomas | Colgate Energy

[300 N Mariefeld Street | Suite 1000 | Midland, TX 79701](#)

O: (432) 695-4272 | C: (432) 661-7106

Email: mthomas@colgateenergy.com

From: [McClure, Dean, EMNRD](#)
To: [Scott Morgan](#)
Cc: mthomas@colgateenergy.com; [Dana Hardy](#); [Engineer, OCD, EMNRD](#)
Subject: RE: [EXTERNAL] Withdrawal of Surface Commingling Objection
Date: Friday, May 6, 2022 12:41:40 PM

All protests of surface commingling application PLC-814 which involves a commingling project that includes the Dawson Shamrock Battery and is operated by Colgate Operating, LLC (371449) have now been withdrawn. This application will now be taken back under review by the Division.

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

From: Scott Morgan <smorgan@cilawnm.com>
Sent: Wednesday, May 4, 2022 2:35 PM
To: Engineer, OCD, EMNRD <OCD.Engineer@state.nm.us>; McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Cc: mthomas@colgateenergy.com; [Dana Hardy](mailto:DHardy@hinklelawfirm.com) <DHardy@hinklelawfirm.com>
Subject: [EXTERNAL] Withdrawal of Surface Commingling Objection

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good afternoon.

Please see the attached letter withdrawing Ms. Dillard's objection to Colgate's surface commingling application.

Thank you,
Scott

Scott S. Morgan
Cavin & Ingram, P.A.
P. O. Box 1216
Albuquerque, NM 87103
Ph: 505-243-5400
smorgan@cilawnm.com
www.cilawnm.com

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From: [Engineer, OCD, EMNRD](#)
To: [Mikah Thomas](#); [Eric Schmitz](#)
Cc: [Engineer, OCD, EMNRD](#)
Subject: RE: [EXTERNAL] Re: Protest Withdrawal
Date: Friday, May 6, 2022 12:32:10 PM

All protests of surface commingling application PLC-814 which involves a commingling project that includes the Dawson Shamrock Battery and is operated by Colgate Operating, LLC (371449) have now been withdrawn. This application will now be taken back under review by the Division.

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

From: Mikah Thomas <MThomas@colgateenergy.com>
Sent: Wednesday, May 4, 2022 5:21 PM
To: Eric Schmitz <eric@texaslandman.land>
Cc: ocdonline, emnrd, EMNRD <EMNRD.OCDOnline@state.nm.us>; McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Subject: RE: [EXTERNAL] Re: Protest Withdrawal

Hey Eric,

All wells will for sure be metered separately.

Mikah Thomas | Colgate Energy
[300 N Marienfeld Street | Suite 1000 | Midland, TX 79701](#)
O: (432) 695-4272 | C: (432) 661-7106
Email: mthomas@colgateenergy.com

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Sent: Wednesday, May 4, 2022 5:11 PM
To: Mikah Thomas <MThomas@colgateenergy.com>
Cc: OCDOnline@state.nm.us; McClure, Dean, EMNRD <Dean.McClure@state.nm.us>
Subject: [EXTERNAL] Re: Protest Withdrawal

***** Attention: This is an external email, use caution. *****

Withdrawal Confirmed provided all wells are separately metered.

Thank you,
Eric Schmitz, CPL

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have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law. This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

On Wed, May 4, 2022 at 4:58 PM Mikah Thomas <MThomas@colgateenergy.com> wrote:

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Thank you to both of you for your time in getting this taken care of, it's much appreciated.

Mikah Thomas | Colgate Energy
300 N Marienfeld Street | Suite 1000 | Midland, TX 79701
O: (432) 695-4272 | C: (432) 661-7106
Email: mthomas@colgateenergy.com

SEALY H. CAVIN, JR. †*
STEPHEN D. INGRAM †
SCOTT S. MORGAN
BRANDON D. HAJNY*

CAVIN & INGRAM, P.A.
ATTORNEYS & COUNSELORS AT LAW
40 FIRST PLAZA NW
SUITE 610
ALBUQUERQUE, NEW MEXICO 87102

TELEPHONE
(505) 243-5400

MAILING ADDRESS
P.O. BOX 1216
ALBUQUERQUE, NM 87103-1216
NMOILGASLAW@CILAWNM.COM
WWW.CILAWNM.COM

†Also Admitted in Texas
*Also Admitted in Colorado

April 14, 2022

New Mexico Oil Conservation Division
Engineering Bureau
Mr. Brandon Powell, Engineering Bureau Chief
OCD.Engineer@state.nm.us
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

Re: *Objection to the Application for Surface Commingling (Diverse Ownership) for Colgate's Dawson 34 Federal Com #114H, #123H, #124H, #133H, and #134H Wells and Colgate's Shamrock Federal Com #121H, #122H, #131H, and #132H Wells.*

Mr. Powell,

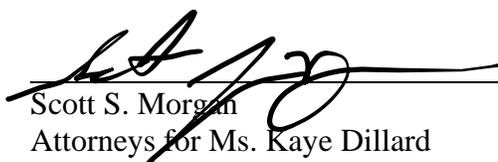
Our firm represents Ms. Kaye Dillard, in connection with the above-captioned Application for Surface Commingling (Diverse Ownership) filed by Colgate Operating, LLC (the "Application"). Our clients is an Affected Party as a non-operating working interest owners in some of the above-reference wells.

We previously object to the Application on April 14, 2022. We are now withdrawing our objection.

Please let me know if you have any questions or concerns.

Sincerely,

CAVIN & INGRAM, P.A.


Scott S. Morgan
Attorneys for Ms. Kaye Dillard

cc. Dean McClure
vai e-mail to Dean.McClure@state.nm.us

Mikah Thomas
via email to mthomas@colgateenergy.com

NMOCD Engineering Bureau
April 14, 2022
Page 2

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY COLGATE OPERATING, LLC**

ORDER NO. PLC-814

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. Colgate 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 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

8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

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

Applicant shall allocate the oil and gas production to each lease within a 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 oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling.
4. 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.
5. 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.
6. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
7. 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.
8. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
9. 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).
10. 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 E. SANDOVAL
DIRECTOR**

DATE: 5/09/2022

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: PLC-814
Operator: Colgate Operating, LLC (371449)
Central Tank Battery: Dawson Shamrock Battery
Central Tank Battery Location: UL H, Section 34, Township 19 South, Range 28 East
Gas Title Transfer Meter Location: UL H, Section 34, Township 19 South, Range 28 East

Pools

Pool Name	Pool Code
OLD MILLMAN RANCH; BS (ASSOC)	48035
WINCHESTER; BONE SPRING	65010

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
Fee	B C D	33-19S-28E
Fee	A	33-19S-28E
NMNM 0428657	D	34-19S-28E
NMNM 0428657	C	34-19S-28E
NMNM 0473362	A B	34-19S-28E
Fee	E F	33-19S-28E
Fee	G	33-19S-28E
Fee	H	33-19S-28E
NMNM 0428657	E	34-19S-28E
NMNM 0428657	F	34-19S-28E
NMNM 0473362	G H	34-19S-28E
NMNM 0428657	N/2 S/2	33-19S-28E
NMNM 0428657	L	34-19S-28E
NMNM 0428657	K	34-19S-28E
NMNM 0473362	J	34-19S-28E
NMNM 0473362	I	34-19S-28E
NMNM 0428657	S/2 S/2	33-19S-28E
NMNM 0428657	M	34-19S-28E
NMNM 0428657	N	34-19S-28E
NMNM 0473362	O P	34-19S-28E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-015-49005	Dawson 34 Federal Com #114H	S/2 S/2	33-19S-28E	48035
		S/2 S/2	34-19S-28E	
30-015-47704	Dawson 34 Federal Com #123H	N/2 S/2	33-19S-28E	65010
		N/2 S/2	34-19S-28E	48035
30-015-47603	Dawson 34 Federal Com #124H	S/2 S/2	33-19S-28E	48035
		S/2 S/2	34-19S-28E	
30-015-47705	Dawson 34 Federal Com #133H	N/2 S/2	33-19S-28E	65010
		N/2 S/2	34-19S-28E	48035

30-015-47604	Dawson 34 Federal Com #134H	S/2 S/2	33-19S-28E	48035
		S/2 S/2	34-19S-28E	
30-015-47706	Shamrock 34 Federal State Com #121H	N/2 N/2	33-19S-28E	65010
		N/2 N/2	34-19S-28E	48035
30-015-47707	Shamrock 34 Federal State Com #122H	S/2 N/2	33-19S-28E	65010
		S/2 N/2	34-19S-28E	48035
30-015-47708	Shamrock 34 Federal State Com #131H	N/2 N/2	33-19S-28E	65010
		N/2 N/2	34-19S-28E	48035
30-015-47751	Shamrock 34 Federal State Com #132H	S/2 N/2	33-19S-28E	65010
		S/2 N/2	34-19S-28E	48035

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-814
Operator: Colgate Operating, LLC (371449)

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring BLM	N/2 N/2	33-19S-28E	320	A
	N/2 N/2	34-19S-28E		
CA Bone Spring BLM	S/2 N/2	33-19S-28E	320	B
	S/2 N/2	34-19S-28E		
CA Bone Spring BLM	N/2 S/2	33-19S-28E	320	C
	N/2 S/2	34-19S-28E		
CA Bone Spring NMNM 144386	S/2 S/2	33-19S-28E	320	D
	S/2 S/2	34-19S-28E		

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
Fee	B C D	33-19S-28E	120	A
Fee	A	33-19S-28E	40	A
NMNM 0428657	D	34-19S-28E	40	A
NMNM 0428657	C	34-19S-28E	40	A
NMNM 0473362	A B	34-19S-28E	80	A
Fee	E F	33-19S-28E	80	B
Fee	G	33-19S-28E	40	B
Fee	H	33-19S-28E	40	B
NMNM 0428657	E	34-19S-28E	40	B
NMNM 0428657	F	34-19S-28E	40	B
NMNM 0473362	G H	34-19S-28E	80	B
NMNM 0428657	N/2 S/2	33-19S-28E	160	C
NMNM 0428657	L	34-19S-28E	40	C
NMNM 0428657	K	34-19S-28E	40	C
NMNM 0473362	J	34-19S-28E	40	C
NMNM 0473362	I	34-19S-28E	40	C
NMNM 0428657	S/2 S/2	33-19S-28E	160	D
NMNM 0428657	M	34-19S-28E	40	D
NMNM 0428657	N	34-19S-28E	40	D
NMNM 0473362	O P	34-19S-28E	80	D

District I
 1625 N. French Dr., Hobbs, NM 88240
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District III
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 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 97773

CONDITIONS

Operator: COLGATE OPERATING, LLC 300 North Marienfeld Street Midland, TX 79701	OGRID: 371449
	Action Number: 97773
	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.	5/9/2022