

Revised March 23, 2017

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

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



**ADMINISTRATIVE APPLICATION CHECKLIST**

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

Applicant: \_\_\_\_\_ OGRID Number: \_\_\_\_\_  
 Well Name: \_\_\_\_\_ API: \_\_\_\_\_  
 Pool: \_\_\_\_\_ Pool Code: \_\_\_\_\_

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

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

A. Location – Spacing Unit – Simultaneous Dedication

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

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

[ I ] Commingling – Storage – Measurement

☐ DHC    ☐ CTB    ☐ PLC    ☐ PC    ☐ OLS    ☐ OLM

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

☐ WFX    ☐ PMX    ☐ SWD    ☐ IPI    ☐ EOR    ☐ PPR

2) **NOTIFICATION REQUIRED TO:** Check those which apply.

- A. ☐ Offset operators or lease holders  
 B. ☐ Royalty, overriding royalty owners, revenue owners  
 C. ☐ Application requires published notice  
 D. ☐ Notification and/or concurrent approval by SLO  
 E. ☐ Notification and/or concurrent approval by BLM  
 F. ☐ Surface owner  
 G. ☐ For all of the above, proof of notification or publication is attached, and/or,  
 H. ☐ No notice required

**FOR OCD ONLY**

- ☐ Notice Complete  
☐ Application Content Complete

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

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

Print or Type Name

Date

Phone Number

Signature

e-mail Address



**Paula M. Vance**  
**Associate**  
**Phone** (505) 988-4421  
**Fax** (505) 819-5579  
pmvance@hollandhart.com

August 23, 2023

**VIA ONLINE FILING**

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

**Re: Application of Matador Production Company to amend NMOCD Order CTB-1052 and for administrative approval to surface commingle (lease and pool) oil and gas production from the spacing units comprising Section 12 and the N/2 N/2 of Section 13, Township 21 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands")**

Dear Mr. Fuge:

Matador Production Company (OGRID No. 228937) ("Matador") seeks to amend Administrative Order CTB-1052 ("Order CTB-1052"), attached as **Exhibit 1**. Order CTB-1052 authorizes lease commingling, off-lease storage, off-lease measurement, and off-lease marketing at the **Big Bucks Tank Battery** of production from *all existing and future wells drilled in the following spacing units*:

(a) The 200-acre, more or less, spacing unit underlying the E/2 E/2 of Section 12 and NE/4 NE/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-08 S213304D; Bone Spring (97895). This spacing unit is currently dedicated to the **Big Bucks Federal Com #501H** well (API 30-025-47064); **Big Bucks Federal Com #502H** well (API 30-025-47435); and **Big Bucks Federal Com #601H** well (API 30-025-47065);

(b) The 200-acre, more or less, spacing unit underlying the W/2 E/2 of Section 12 and NW/4 NE/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-08 S213304D; Bone Spring (97895). This spacing unit is currently dedicated to the **Big Stag Federal Com #503H** well (API 30-025-46978) and **Big Stag Federal Com #552H** well (API 30-025-46979);

(c) The 200-acre, more or less, spacing unit underlying the E/2 W/2 of Section 12 and NE/4 NW/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-08 S213304D; Bone Spring (97895). This spacing unit is currently dedicated to the **Big Stag Federal Com #504H** well (API 30-025-47066); and



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

Pursuant to 19.15.12.7, Matador seeks to amend the terms of Order CTB-1052 to add to the terms of the order the production from the following infill wells:

(a) The 200-acre, more or less, spacing unit underlying the W/2 E/2 of Section 12 and NW/4 NE/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-08 S213304D; Bone Spring (97895). This spacing unit is currently dedicated to the **Big Stag Federal Com #304H** well (API 30-025-47561); and

(b) The 200-acre, more or less, spacing unit underlying the E/2 W/2 of Section 12 and NE/4 NW/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-08 S213304D; Bone Spring (97895). This spacing unit is currently dedicated to the **Big Bull Federal Com #305H** well (API 30-025-47758) and **Big Bull Federal Com #602H** well (API 30-025-47438);

Pursuant to 19.15.12.7, Matador seeks to amend the terms of Order CTB-1052 to add to the terms of the order the production from all existing and future infill wells drilled in the following spacing units:

(a) The 200-acre, more or less, spacing unit underlying the W/2 E/2 of Section 12 and NW/4 NE/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-10 S213328O; Wolfcamp (98033). This spacing unit is currently dedicated to the **Big Stag Federal Com #303H** well (API 30-025-47528);

(b) The 200-acre, more or less, spacing unit underlying the W/2 W/2 of Section 12 and NW/4 NW/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-08 S213304D; Bone Spring (97895). This spacing unit is currently dedicated to the **Big Moose Federal Com #505H** well (API 30-025-46498), **Big Moose Federal Com #506H** well (API 30-025-46547) and **Big Moose Federal Com #604H** well (API 30-025-46548).

Oil and gas production from these spacing units will be commingled and sold at the **Big Bucks Tank Battery** located in the NW/4 NE/4 (Unit B) of Section 12, Township 21 South, Range 32 East. Production from the wellbores will either flow into a wellhead test separator or bulk separator, which will separate the oil, gas, and water. Gas production from the separators will be individually metered with a calibrated orifice meter that is manufactured to AGA specifications. Oil production from the separator will be separately metered using turbine meters. Gas and oil production will then be allocated on a daily basis based on the most recent individual well tests of oil, gas and water.



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**Exhibit 2** is a land plat showing Matador's current development plan, flow lines, well pads, and central tank battery ("Facility Pad") in the subject area. The plat also identifies the wellbores (including surface/bottomhole locations) and lease/spacing unit boundaries.

**Exhibit 3** is a completed Application for Surface Commingling (Diverse Ownership) Form C-107-B, that includes a statement from Ryan Hernandez, Senior Facilities Engineer with Matador, identifying the facilities and the measurement devices to be utilized, a detailed schematic of the surface facilities (Exhibit A to the statement) and a referenced gas sample (Exhibit B to the statement).

**Exhibit 4** is a C-102 for each of the wells currently permitted or drilled within the existing spacing units and the well to be added to Order CTB-1052, together with the available production reports.

**Exhibit 5** are the draft or approved communitization agreements for the acreage subject to this application.

Ownership is diverse between the above-described spacing units, each of which are either subject to a pooling agreement or a pooling order and are therefore considered "leases" as defined by 19.15.12.7(C) NMAC. **Exhibit 6** is a list of the interest owners (including any owners of royalty or overriding royalty interests) affected by this application, an example of the letters sent by certified mail advising the interest owners that any objections must be filed in writing with the Division within 20 days from the date the Division receives this application, and proof of mailing. A copy of this application has been provided to the Bureau of Land Management since federal lands are involved.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Paula M. Vance".

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Paula M. Vance  
**ATTORNEY FOR MATADOR PRODUCTION  
COMPANY**

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

**APPLICATION FOR SURFACE COMMINGLING  
SUBMITTED BY MATADOR PRODUCTION COMPANY**

**ORDER NO. CTB-1052**

**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. Matador Production Company (“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 stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
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 or gas title transfer meter described in Exhibit A.

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

Applicant is authorized to store and measure oil and gas production off-lease from wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A at a central tank battery or gas title transfer meter 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 allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
4. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.
5. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15. NMAC or 19.15.23.8. NMAC.
6. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9. NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8.B. NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8.E. NMAC.
7. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
8. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.
9. If a well is not included in Exhibit A but produces from a pool and lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall

reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.

10. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
11. 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).
12. 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**



**DYLAN M. FUGE  
DIRECTOR (ACTING)**

**DATE:** 1/20/2023

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: **CTB-1052**

Operator: **Matador Production Company (228937)**

Central Tank Battery: **Big Bucks Tank Battery**

Central Tank Battery Location: **UL B, Section 12, Township 21 South, Range 32 East**

Gas Title Transfer Meter Location: **UL B, Section 12, Township 21 South, Range 32 East**

### Pools

Pool Name	Pool Code
<b>WC-025 G-08 S213304D; BONE SPRING</b>	<b>97895</b>

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 143047	E/2 E/2	12-21S-32E
	NE/4 NE/4	13-21S-32E
NMNM 0553706	J	12-21S-32E
NMNM 127892	B C F G K N O	12-21S-32E
NMNM 014155	B C	13-21S-32E
NMNM 127892	B G O	12-21S-32E
NMNM 014155	B	13-21S-32E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-47064	Big Bucks Federal Com #501H	E/2 E/2	12-21S-32E	97895
		NE/4 NE/4	13-21S-32E	
30-025-47435	Big Bucks Federal Com #502H	E/2 E/2	12-21S-32E	97895
		NE/4 NE/4	13-21S-32E	
30-025-47065	Big Bucks Federal Com #601H	E/2 E/2	12-21S-32E	97895
		NE/4 NE/4	13-21S-32E	
30-025-46978	Big Stag Federal Com #503H	W/2 E/2	12-21S-32E	97895
		NW/4 NE/4	13-21S-32E	
30-025-47066	Big Stag Federal Com #504H	E/2 W/2	12-21S-32E	97895
		NE/4 NW/4	13-21S-32E	
30-025-46979	Big Stag Federal Com #552H	W/2 E/2	12-21S-32E	97895
		NW/4 NE/4	13-21S-32E	

State of New Mexico  
Energy, Minerals and Natural Resources Department

Exhibit B

Order: CTB-1052  
Operator: Matador Production Company (228937)

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 105720812	W/2 E/2 NW/4 NE/4	12-21S-32E 13-21S-32E	200	A
CA Bone Spring NMNM 105720813	E/2 W/2 NE/4 NW/4	12-21S-32E 13-21S-32E	200	B

Leases Comprising Pooled Areas

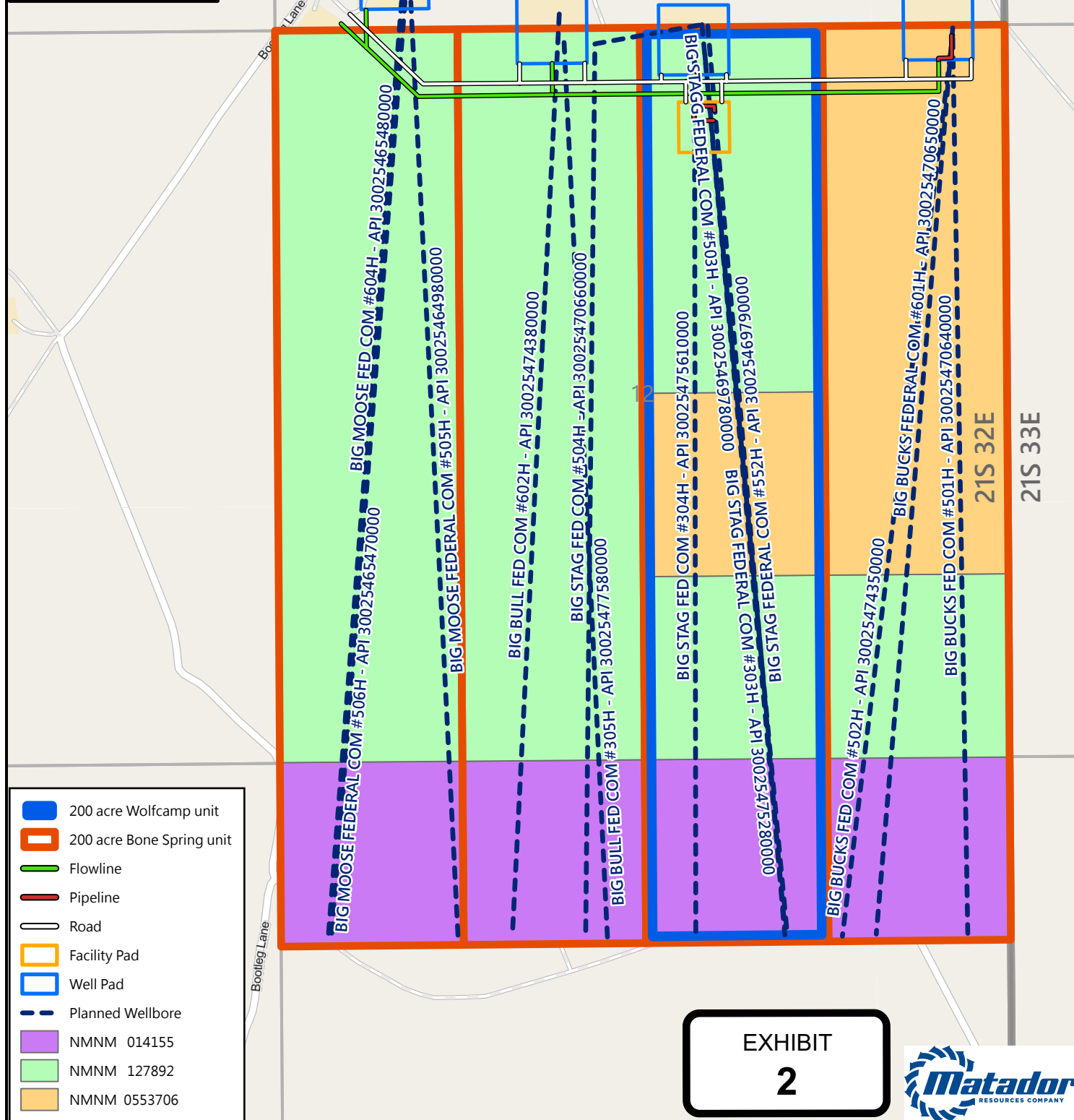
Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 127892	B G O	12-21S-32E	120	A
NMNM 0553706	J	12-21S-32E	40	A
NMNM 014155	B	13-21S-32E	40	A
NMNM 127892	E/2 W/2	12-21S-32E	160	B
NMNM 014155	C	13-21S-32E	40	B



# Big Game Commingling Map

Date Published:

7/17/2023



EXHIBIT

2



GIS Standard Map Disclaimer:

This cartographic product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 500 1,000 2,000 Feet

1:12,000

1 inch equals 1,000 feet

Map Prepared by: thudjins  
Date: July 17, 2023

Project: \\gis\UserData\agamarra\temp\20230706 Big Game Commingling\Big Game Commingling.aprx

Spatial Reference: NAD 1983 StatePlane New Mexico East FIPS 3001 Feet

Sources: IHS; ESR; US DOI BLM Carlsbad, NM Field Office, GIS Department;

Texas Cooperative Wildlife Collection, Texas A&M University;

United States Census Bureau (TIGER);

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: Matador Production Company  
OPERATOR ADDRESS: 5400 LBJ Freeway Tower 1 Suite 1500 Dallas, TX 75240  
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. CTB - 1052  
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
WC-025 G-08 5213304D; Bone Spring [97895]	46.4°	46.5° oil 1,326 BTU/CF	\$69.26/bbl oil Deemed 40°/Sweet (Mar '23 realized price) \$2.40/mcf (Mar '23 realized price)	5,000 bopd
WC-025 G-08 5213304D; Bone Spring [97895]	1,329 BTU/CF			5,500 mcf
WC-025 G-10 S213328O; WOLFCAMP [98033]	47.1°			500 bopd
WC-025 G-10 S213328O; WOLFCAMP [98033]	1307 BTU/CF			1,000 mcf

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

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

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

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

- (1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Omar Enriquez Digitally signed by Omar Enriquez  
DN: cn=Omar Enriquez, o=, ou=, email=oenriquez@matadorresources.com TITLE: Omar Enriquez DATE: 07/07/2023

TYPE OR PRINT NAME Omar Enriquez TELEPHONE NO.: 972-224-4172

E-MAIL ADDRESS: oenriquez@matadorresources.com

**EXHIBIT**  
**3**

# Matador Production Company

One Lincoln Centre • 5400 LBJ Freeway • Suite 1500 • Dallas, Texas 75240

Voice 972.587.4638 • Fax 972.371.5201

[rhernandez@matadorresources.com](mailto:rhernandez@matadorresources.com)

**Ryan Hernandez**  
Senior Facilities Engineer

August 14, 2023

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

**Re: Application of Matador Production Company for Administrative Approval to Amend Administrative Order CTB-1052 to Surface Commingle (pool and lease commingle) in Section 12 and the N/2 N/2 of Section 13, Township 21 South, Range 32 East, NMPM, Lea County, New Mexico (the “Lands”).**

To Whom This May Concern,

Under NMOCD Order CTB-1052, Matador Production Company (“Matador”), OGRID: 228937, received approval to surface commingle production from three Bone Spring spacing units within a portion of the Lands. Pursuant to this application, Matador requests to amend NMOCD Order CTB-1052 to gain authority to surface commingling production from additional leases and pools within the Lands, as set forth herein.

In particular, Matador requests to commingle future oil and gas production from thirteen (13) distinct wells located on the Lands and future production from the Lands as described herein.

Production will be allocated on a daily basis based on the most recent individual well tests of oil, gas, and water. These well tests will last a minimum of 24 hours and will be conducted following the guidelines shown below, at a minimum:

Period	From:	To:	Test frequency per month
Initial Production	First Production	Peak production or 30 days after first production	10
Plateau	End of initial production	Peak decline rate	3
Decline	End of Plateau	P&A	3

Gas exiting each separator will flow into one gathering line, as depicted on Exhibit A, the Delek Gathering Line. Each separator will have its own orifice meter manufactured and assembled in accordance with American Gas Association (AGA) specifications. All primary and secondary Electronic Flow Measurement (EFM) equipment is tested and calibrated by a reputable third party measurement company in accordance with industry specifications.

The orifice meter is the preferred measurement device utilized by midstream and E&P companies in natural gas measurement. The gas samples are obtained at the time of the meter testing/calibration and the composition and heating value are determined by a laboratory in accordance with American Petroleum Institute (API) specifications to ensure accurate volume and Energy (MMBTU) determinations. See example from SPL attached as Exhibit B hereto.

The flow stream from each wellhead is demonstrated in the Process Flow Diagram (PFD) attached as **Exhibit A** hereto.

The PFD shows that the water, oil, and gas exit the wellbore and flow into either a wellhead test separator or a bulk separator which separates the oil, gas, and water. The oil is measured via turbine meter which is calibrated periodically in accordance with industry specifications by a third-party measurement company for accuracy. The gas is measured on a volume and MMBTU basis by an orifice meter and supporting EFM equipment in accordance with American Petroleum Association (API) Chapter 21.1. The gas is then sent into a gathering line where it is commingled with each of the other wells' metered gas, as previously described on page one. The gathering line gas is then metered by another orifice meter at the tank battery check to show the total volume of gas leaving the tank battery. This meter is tested and calibrated in accordance with industry specifications and volume and energy are determined on an hourly, daily, and monthly basis.

Once the gas exits this final tank battery sales check it travels directly into a third party sales connect meter. Delek has its own orifice meter that measures the gas for custody transfer. These meters are also calibrated periodically to ensure the measurement accuracy.

In conclusion, all the oil and gas produced on the Lands is and will be metered using a bulk test system and allocated correctly using the same measurement equipment as the pipeline sales measurement specifications accepted by API as industry standard.

Very truly yours,

MATADOR PRODUCTION COMPANY

A handwritten signature in dark ink, appearing to read 'Ryan Hernandez', is written over the company name.

Ryan Hernandez  
Senior Facilities Engineer

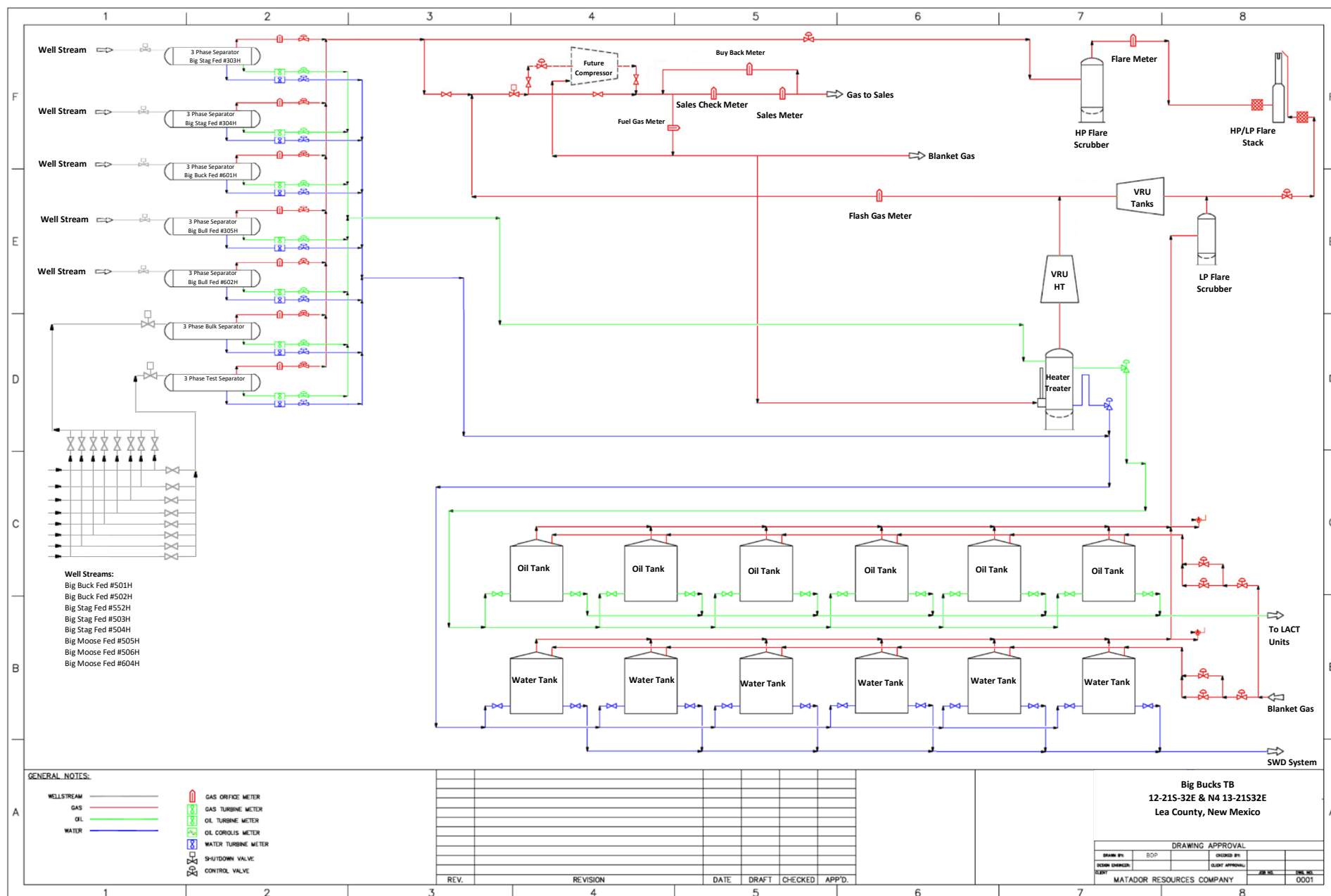


EXHIBIT  
A



## Certificate of Analysis

Number: 6030-21080014-001A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

John Romano  
Ascent Energy, LLC  
1125 17th St.  
Suite 410  
Denver, CO 80202

Aug. 03, 2021

Station Name: Big Buck Federal Com 502H  
Station Number: 1110007  
Cylinder No: 5030-01545  
Instrument: 6030\_GC6 (Inficon GC-3000 Micro)  
Last Inst. Cal.: 07/19/2021 0:00 AM  
Analyzed: 08/03/2021 07:37:09 by KNF

Sampled By: Mike West  
Sample Of: Gas Spot  
Sample Date: 08/02/2021 12:08  
Sample Conditions: 162 psig, @ 85 °F Ambient: 72 °F  
Effective Date: 08/02/2021 12:08  
Method: GPA-2261M

## Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.696 psia		
Nitrogen	2.898	2.91636	3.540		GPM TOTAL C2+	7.641
Methane	68.987	69.43337	48.262		GPM TOTAL C3+	3.700
Carbon Dioxide	0.671	0.67555	1.288		GPM TOTAL iC5+	0.616
Ethane	14.617	14.71203	19.167	3.941		
Propane	7.707	7.75659	14.820	2.141		
Iso-butane	0.814	0.81877	2.062	0.268		
n-Butane	2.123	2.13705	5.382	0.675		
Iso-pentane	0.403	0.40561	1.268	0.149		
n-Pentane	0.447	0.45020	1.407	0.163		
Hexanes Plus	0.690	0.69447	2.804	0.304		
	99.357	100.0000	100.000	7.641		

## Calculated Physical Properties

	Total	C6+
Relative Density Real Gas	0.8000	3.2176
Calculated Molecular Weight	23.08	93.19
Compressibility Factor	0.9958	

## GPA 2172 Calculation:

Calculated Gross BTU per ft<sup>3</sup> @ 14.696 psia & 60°F

Real Gas Dry BTU	1329	5129
Water Sat. Gas Base BTU	1306	5040
Ideal, Gross HV - Dry at 14.696 psia	1323.0	5129.2
Ideal, Gross HV - Wet	1300.0	5039.7

Comments: H2S Field Content 0 ppm

Data reviewed by: Krystle Fitzwater, Laboratory Manager

Quality Assurance:

The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.

EXHIBIT

B



## Certificate of Analysis

Number: 6030-21080014-002A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

John Romano  
Ascent Energy, LLC  
1125 17th St.  
Suite 410  
Denver, CO 80202

Aug. 03, 2021

Station Name: Big Buck Federal Com 501H  
Station Number: 1110006  
Cylinder No: 1111-003915  
Instrument: 6030\_GC6 (Inficon GC-3000 Micro)  
Last Inst. Cal.: 07/19/2021 0:00 AM  
Analyzed: 08/03/2021 07:43:34 by KNF

Sampled By: Mike West  
Sample Of: Gas Spot  
Sample Date: 08/02/2021 12:06  
Sample Conditions: 160 psig, @ 83.9 °F Ambient: 72 °F  
Effective Date: 08/02/2021 12:06  
Method: GPA-2261M

## Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.696 psia		
Nitrogen	2.894	2.90828	3.545		GPM TOTAL C2+	7.539
Methane	69.396	69.75013	48.685		GPM TOTAL C3+	3.612
Carbon Dioxide	0.718	0.72137	1.381		GPM TOTAL iC5+	0.613
Ethane	14.585	14.65901	19.178	3.927		
Propane	7.549	7.58727	14.557	2.094		
Iso-butane	0.787	0.79072	2.000	0.259		
n-Butane	2.035	2.04530	5.172	0.646		
Iso-pentane	0.389	0.39099	1.227	0.143		
n-Pentane	0.430	0.43169	1.355	0.157		
Hexanes Plus	0.712	0.71524	2.900	0.313		
	99.495	100.0000	100.000	7.539		

## Calculated Physical Properties

	Total	C6+
Relative Density Real Gas	0.7966	3.2176
Calculated Molecular Weight	22.98	93.19
Compressibility Factor	0.9958	

## GPA 2172 Calculation:

Calculated Gross BTU per ft<sup>3</sup> @ 14.696 psia & 60°F

Real Gas Dry BTU	1322	5129
Water Sat. Gas Base BTU	1300	5040
Ideal, Gross HV - Dry at 14.696 psia	1316.9	5129.2
Ideal, Gross HV - Wet	1293.9	5039.7

Comments: H2S Field Content 0 ppm

Data reviewed by: Krystle Fitzwater, Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.



## Certificate of Analysis

Number: 6030-21080014-003A

Artesia Laboratory

200 E Main St.

Artesia, NM 88210

Phone 575-746-3481

John Romano  
Ascent Energy, LLC  
1125 17th St.  
Suite 410  
Denver, CO 80202

Aug. 03, 2021

Station Name: Big Buck CTB Sales Check  
Station Number: 1110001  
Cylinder No: 5030-01045  
Instrument: 6030\_GC6 (Inficon GC-3000 Micro)  
Last Inst. Cal.: 07/19/2021 0:00 AM  
Analyzed: 08/03/2021 07:31:51 by KNF

Sampled By: Mike West  
Sample Of: Gas Spot  
Sample Date: 08/02/2021 10:48  
Sample Conditions: 76.5 psig, @ 30 °F Ambient: 69 °F  
Effective Date: 08/02/2021 10:48  
Method: GPA-2261M

## Analytical Data

Components	Un-normalized Mol %	Mol. %	Wt. %	GPM at 14.696 psia		
Nitrogen	2.983	3.01598	3.669		GPM TOTAL C2+	7.564
Methane	68.812	69.57768	48.474		GPM TOTAL C3+	3.643
Carbon Dioxide	0.694	0.70142	1.341		GPM TOTAL iC5+	0.618
Ethane	14.478	14.63896	19.115	3.921		
Propane	7.550	7.63389	14.618	2.107		
Iso-butane	0.789	0.79778	2.014	0.261		
n-Butane	2.058	2.08120	5.253	0.657		
Iso-pentane	0.394	0.39879	1.249	0.146		
n-Pentane	0.437	0.44156	1.383	0.160		
Hexanes Plus	0.705	0.71274	2.884	0.312		
	98.900	100.0000	100.000	7.564		

## Calculated Physical Properties

	Total	C6+
Relative Density Real Gas	0.7981	3.2176
Calculated Molecular Weight	23.03	93.19
Compressibility Factor	0.9958	

## GPA 2172 Calculation:

Calculated Gross BTU per ft<sup>3</sup> @ 14.696 psia & 60°F

Real Gas Dry BTU	1323	5129
Water Sat. Gas Base BTU	1301	5040
Ideal, Gross HV - Dry at 14.696 psia	1317.9	5129.2
Ideal, Gross HV - Wet	1294.9	5039.7

Comments: H2S Field Content 0 ppm

Data reviewed by: Krystle Fitzwater, Laboratory Manager

Quality Assurance: The above analyses are performed in accordance with ASTM, UOP, GPA guidelines for quality assurance, unless otherwise stated.

District I  
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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

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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025- 47064</b>		<sup>2</sup> Pool Code <b>97895</b>		<sup>3</sup> Pool Name <b>WC-025 G-08 S213304D; BONE SPRING</b>	
<sup>4</sup> Property Code <b>328104</b>		<sup>5</sup> Property Name <b>BIG BUCKS FED COM</b>			<sup>6</sup> Well Number <b>501H</b>
<sup>7</sup> OGRID No. <b>325830</b>		<sup>8</sup> Operator Name <b>ASCENT ENERGY, LLC</b>			<sup>9</sup> Elevation <b>3807</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>P</b>	<b>1</b>	<b>21 S</b>	<b>32 E</b>		<b>125</b>	<b>SOUTH</b>	<b>470</b>	<b>EAST</b>	<b>LEA</b>

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
<b>A</b>	<b>13</b>	<b>21 S</b>	<b>32 E</b>		<b>1220</b>	<b>NORTH</b>	<b>330</b>	<b>EAST</b>	<b>LEA</b>

<sup>12</sup> Dedicated Acres <b>200.00</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code <b>C</b>	<sup>15</sup> 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.

	<b>BIG BUCKS FED COM 601H</b> EL. = 3807.6		<b>" OPERATOR CERTIFICATION</b> 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.	
	GEODETIC COORDINATES NAD 27 NMSP EAST SURFACE LOCATION N. = 546836.30 E. = 719806.70 LAT. = 32.5009164°N LONG. = 103.6208625°W	GEODETIC COORDINATES NAD 83 NMSP EAST SURFACE LOCATION N. = 546741.64 E. = 760836.95 LAT. = 32.5010392°N LONG. = 103.6213522°W	Signature 	Date <b>6-14-19</b>
	FIRST TAKE POINT NAD 27 NMSP EAST N. = 548456.23 E. = 719797.07 LAT. = 32.5002988°N LONG. = 103.6204081°W	FIRST TAKE POINT NAD 83 NMSP EAST N. = 546517.90 E. = 760978.57 LAT. = 32.5004216°N LONG. = 103.6208977°W	Printed Name <b>Brian Wood</b>	
	LAST TAKE POINT NAD 27 NMSP EAST N. = 540051.33 E. = 719834.59 LAT. = 32.4826932°N LONG. = 103.6204252°W	LAST TAKE POINT NAD 83 NMSP EAST N. = 540112.82 E. = 761016.25 LAT. = 32.4828161°N LONG. = 103.6209142°W	E-mail Address <b>brian@permitswest.com</b> <b>(505) 466-8120</b>	
BOTTOM OF HOLE NAD 27 NMSP EAST N. = 540051.33 E. = 719834.59 LAT. = 32.4826932°N LONG. = 103.6204252°W		BOTTOM OF HOLE NAD 83 NMSP EAST N. = 540112.82 E. = 761016.25 LAT. = 32.4828161°N LONG. = 103.6209142°W		
CORNER COORDINATES TABLE NAD 27 NMSP EAST A - N. = 549185.50, E. = 718788.05 B - N. = 549195.72, E. = 720102.78 C - N. = 546547.12, E. = 718808.52 D - N. = 548559.21, E. = 720126.52 E - N. = 543904.79, E. = 718824.83 F - N. = 543916.47, E. = 720138.62 G - N. = 541283.14, E. = 718841.13 H - N. = 541273.24, E. = 720156.66				
CORNER COORDINATES TABLE NAD 83 NMSP EAST A - N. = 549247.23, E. = 759969.48 B - N. = 549257.46, E. = 761284.22 C - N. = 546608.77, E. = 759990.02 D - N. = 548620.87, E. = 761308.03 E - N. = 543966.37, E. = 760006.39 F - N. = 543978.05, E. = 761320.20 G - N. = 541324.64, E. = 760022.76 H - N. = 541334.75, E. = 761338.30				
<b>"SURVEYOR CERTIFICATION</b> I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.		JUNE 7, 2019 Date of Survey		
Signature and Seal of Professional Surveyor 		Certificate Number: <b>J. JARAMILLO, PES 12797</b> SURVEY NO. 6026A		

<b>Production Summary Report</b> <b>API: 30-025-47064</b> <b>BIG BUCKS FEDERAL COM #501H</b> <b>Printed On: Monday, June 05 2023</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	6969	8025	79023	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	7814	12461	25787	24	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	10074	28923	28181	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Apr	7425	23308	21289	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	May	6104	20114	17489	31	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jun	3613	11600	9786	22	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jul	6877	15138	14433	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Aug	2837	6521	6687	14	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Sep	5385	13356	13610	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Oct	4410	14237	11646	29	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	4111	14530	11226	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Dec	3293	10814	8094	31	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Jan	3766	11431	9039	31	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	2224	7993	7918	28	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	3182	11078	10451	31	0	0	0	0	0

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1625 N. French Dr., Hobbs, NM 88240  
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**District II**  
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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

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**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number 30-025 <b>47435</b>		<sup>2</sup> Pool Code <b>97895</b>		<sup>3</sup> Pool Name <b>WC-025 G-08 S213304D; BONE SPRING</b>	
<sup>4</sup> Property Code <b>328104</b>		<sup>5</sup> Property Name <b>BIG BUCKS FED COM</b>			<sup>6</sup> Well Number <b>502H</b>
<sup>7</sup> OGRID No. <b>325830</b>		<sup>8</sup> Operator Name <b>ASCENT ENERGY, LLC.</b>			<sup>9</sup> Elevation <b>3,814'</b>
<sup>10</sup> Surface Location					
UL or lot no. <b>A</b>	Section <b>12</b>	Township <b>21 S</b>	Range <b>32 E</b>	Lot Idn <b>75</b>	Feet from the <b>401</b>
		North/South line <b>NORTH</b>		East/West line <b>EAST</b>	
				County <b>LEA</b>	
<sup>11</sup> Bottom Hole Location If Different From Surface					
UL or lot no. <b>A</b>	Section <b>13</b>	Township <b>21 S</b>	Range <b>32 E</b>	Lot Idn <b>1,267</b>	Feet from the <b>1,254</b>
		North/South line <b>NORTH</b>		East/West line <b>EAST</b>	
				County <b>LEA</b>	
<sup>12</sup> Dedicated Acres <b>200</b>		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code	
				<sup>15</sup> Order No.	

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

	<sup>17</sup> <b>OPERATOR CERTIFICATION</b> 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: <u>Cory Walk</u> Date: <u>3-26-20</u> Printed Name: <u>Cory Walk</u> E-mail Address: <u>cory@permitswest.com</u>	
	<sup>18</sup> <b>SURVEYOR CERTIFICATION</b> 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: <u>03-03-2020</u> Signature and Seal of Professional Surveyor: <u>[Signature]</u> Certificate Number: <u>MARK DILLON HARP 23786</u> RR <u>2020020494</u>	
	<b>SHL (NAD83 NME)</b> Y = 546,542.5 X = 760,907.9 LAT. = 32.500491° N LONG. = 103.621126° W <b>FTP (NAD83 NME)</b> Y = 546,510.0 X = 760,054.7 LAT. = 32.500417° N LONG. = 103.623894° W <b>SHL (NAD27 NME)</b> Y = 546,481.7 X = 719,726.6 LAT. = 32.500370° N LONG. = 103.620636° W <b>FTP (NAD27 NME)</b> Y = 546,449.1 X = 718,873.5 LAT. = 32.500296° N LONG. = 103.623404° W	<b>LTP (NAD83 NME)</b> Y = 540,108.4 X = 760,092.3 LAT. = 32.482821° N LONG. = 103.623911° W <b>BHL (NAD83 NME)</b> Y = 540,058.4 X = 760,092.6 LAT. = 32.482683° N LONG. = 103.623911° W <b>LTP (NAD27 NME)</b> Y = 540,047.7 X = 718,910.9 LAT. = 32.482700° N LONG. = 103.623421° W <b>BHL (NAD27 NME)</b> Y = 539,997.7 X = 718,911.2 LAT. = 32.482563° N LONG. = 103.623421° W
	<b>CORNER COORDINATES (NAD83 NME)</b> A - Y = 546,621.0 N X = 761,308.2 E B - Y = 543,978.1 N X = 761,320.2 E C - Y = 541,334.3 N X = 761,338.7 E D - Y = 540,019.2 N X = 761,346.9 E E - Y = 540,007.9 N X = 760,030.6 E F - Y = 541,325.6 N X = 760,022.1 E G - Y = 543,967.1 N X = 760,005.4 E H - Y = 546,609.4 N X = 759,991.5 E	<b>CORNER COORDINATES (NAD27 NME)</b> A - Y = 546,560.2 N X = 720,127.0 E B - Y = 543,917.3 N X = 720,138.9 E C - Y = 541,273.5 N X = 720,157.3 E D - Y = 539,958.5 N X = 720,165.4 E E - Y = 539,947.2 N X = 718,849.2 E F - Y = 541,264.9 N X = 718,840.7 E G - Y = 543,906.3 N X = 718,824.1 E H - Y = 546,548.6 N X = 718,810.3 E

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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025- 47065</b>		<sup>2</sup> Pool Code <b>97895</b>		<sup>3</sup> Pool Name <b>WC-025 G-08 S213304D; BONE SPRING</b>	
<sup>1</sup> Property Code <b>328104</b>		<sup>3</sup> Property Name <b>BIG BUCKS FED COM</b>			<sup>4</sup> Well Number <b>601H</b>
<sup>1</sup> OGRID No. <b>325830</b>		<sup>4</sup> Operator Name <b>ASCENT ENERGY, LLC</b>			<sup>5</sup> Elevation <b>3807.7</b>
<sup>10</sup> Surface Location					
UL or lot no. <b>P</b>	Section <b>1</b>	Township <b>21 S</b>	Range <b>32 E</b>	Lot Idn	Feet from the <b>125</b>
				North/South line <b>SOUTH</b>	Feet from the <b>500</b>
				East/West line <b>EAST</b>	County <b>LEA</b>
<sup>11</sup> Bottom Hole Location If Different From Surface					
UL or lot no. <b>A</b>	Section <b>13</b>	Township <b>21 S</b>	Range <b>32 E</b>	Lot Idn	Feet from the <b>1270</b>
				North/South line <b>NORTH</b>	Feet from the <b>990</b>
				East/West line <b>EAST</b>	County <b>LEA</b>
<sup>12</sup> Dedicated Acres <b>200.00</b>		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code <b>C</b>	
<sup>15</sup> Order No.					

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

	<p><b>BIG BUCKS FED COM 601H</b> EL. = 3807.7</p> <p><b>GEODETIC COORDINATES</b> NAD 27 NMSP EAST SURFACE LOCATION N. = 546635.97 E. = 719776.76 LAT. = 32.5009160°N LONG. = 103.6209595°W</p> <p><b>FIRST TAKE POINT</b> NAD 27 NMSP EAST N. = 546450.24 E. = 719137.24 LAT. = 32.5002945°N LONG. = 103.6225483°W</p> <p><b>LAST TAKE POINT</b> NAD 27 NMSP EAST N. = 540046.90 E. = 719174.75 LAT. = 32.4826931°N LONG. = 103.6225650°W</p> <p><b>BOTTOM OF HOLE</b> NAD 27 NMSP EAST N. = 539996.91 E. = 719175.07 LAT. = 32.4825557°N LONG. = 103.6225650°W</p> <p><b>CORNER COORDINATES TABLE</b> NAD 27 NMSP EAST A - N. = 549185.50, E. = 718788.05 B - N. = 549195.72, E. = 720102.78 C - N. = 546547.12, E. = 718808.52 D - N. = 546559.21, E. = 720126.52 E - N. = 543904.79, E. = 718824.83 F - N. = 543916.47, E. = 720138.62 G - N. = 541283.14, E. = 718841.13 H - N. = 541273.24, E. = 720156.66</p> <p><b>CORNER COORDINATES TABLE</b> NAD 83 NMSP EAST A - N. = 549247.23, E. = 759969.48 B - N. = 549257.46, E. = 761284.22 C - N. = 546608.77, E. = 759990.02 D - N. = 546620.87, E. = 761308.03 E - N. = 543966.37, E. = 760006.39 F - N. = 543978.05, E. = 761320.20 G - N. = 541324.64, E. = 760022.76 H - N. = 541334.75, E. = 761338.30</p>	<p><b>"OPERATOR CERTIFICATION"</b> I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or undivided mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature:  Date: <b>9-16-19</b></p> <p>Printed Name: <b>Brian Wood</b></p> <p>E-mail Address: <b>brian@permitswest.com</b></p> <p>E-mail Address: <b>(505) 466-8120</b></p> <p><b>"SURVEYOR CERTIFICATION"</b> 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.</p> <p>SEPTEMBER 13, 2019</p> <p>Date of Survey</p> <p>Signature and Seal of Professional Surveyor: </p> <p>Certificate Number: <b>7468A</b></p>
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District I  
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Energy, Minerals & Natural Resources Department  
OIL CONSERVATION DIVISION  
1220 South St. Francis Dr.  
Santa Fe, NM 87505

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**08/14/2020**  
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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025 <b>47561</b>	<sup>2</sup> Pool Code <b>97895</b>	<sup>3</sup> Pool Name <b>WC-025 G-08 S213304D; BONE SPRING</b>
<sup>4</sup> Property Code <b>327306</b>	<sup>5</sup> Property Name BIG STAG FED COM	
<sup>7</sup> OGRID No. 325830	<sup>8</sup> Operator Name ASCENT ENERGY, LLC.	<sup>6</sup> Well Number 304H
		<sup>9</sup> Elevation 3,795'

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	12	21 S	32 E		195	NORTH	2,241	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	13	21 S	32 E		1,270	NORTH	2,310	EAST	LEA

<sup>12</sup> Dedicated Acres <b>200</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> 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.

<p>SEC. 1 T21S R32E</p> <p>GRID AZ. = 32°30'51" HORIZ. DIST. = 117.40'</p> <p>195'</p> <p>100'</p> <p>F.T.P.</p> <p>S.H.L.</p> <p>330'</p> <p>SEC. 12</p> <p>330'</p> <p>1270'</p> <p>1220'</p> <p>L.T.P.</p> <p>B.H.L.</p> <p>2310'</p> <p>2310'</p> <p>SEC. 13</p>	<p><b>SHL (NAD83 NME)</b></p> <p>Y = 546,406.3 X = 759,068.6 LAT. = 32.500150 °N LONG. = 103.627095 °W</p> <p><b>FTP (NAD83 NME)</b></p> <p>Y = 546,500.6 X = 758,998.8 LAT. = 32.500410 °N LONG. = 103.627319 °W</p> <p><b>CORNER COORDINATES (NAD83 NME)</b></p> <p>A - Y = 546,597.8 N , X = 758,674.7 E B - Y = 543,956.2 N , X = 758,690.6 E C - Y = 541,317.0 N , X = 758,706.4 E D - Y = 539,996.6 N , X = 758,714.8 E E - Y = 540,007.9 N , X = 760,030.6 E F - Y = 541,325.6 N , X = 760,022.1 E G - Y = 543,967.1 N , X = 760,005.4 E H - Y = 546,609.4 N , X = 759,991.5 E</p>	<p><b>LTP (NAD83 NME)</b></p> <p>Y = 540,099.3 X = 759,036.3 LAT. = 32.482815 °N LONG. = 103.627335 °W</p> <p><b>BHL (NAD83 NME)</b></p> <p>Y = 540,049.3 X = 759,036.7 LAT. = 32.482678 °N LONG. = 103.627335 °W</p>	<p><b>17 OPERATOR CERTIFICATION</b></p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Cory Walk</i> <b>3-26-20</b></p> <p>Signature Date</p> <p><b>Cory Walk</b></p> <p>Printed Name</p> <p><b>cory@permitswest.com</b></p> <p>E-mail Address</p>
	<p><b>SHL (NAD27 NME)</b></p> <p>Y = 546,345.5 X = 717,887.3 LAT. = 32.500029 °N LONG. = 103.626605 °W</p> <p><b>FTP (NAD27 NME)</b></p> <p>Y = 546,439.9 X = 717,817.5 LAT. = 32.500290 °N LONG. = 103.626829 °W</p> <p><b>CORNER COORDINATES (NAD27 NME)</b></p> <p>A - Y = 546,537.0 N , X = 717,493.4 E B - Y = 543,895.4 N , X = 717,509.2 E C - Y = 541,256.3 N , X = 717,524.9 E D - Y = 539,935.9 N , X = 717,533.3 E E - Y = 539,947.2 N , X = 718,849.2 E F - Y = 541,264.9 N , X = 718,840.7 E G - Y = 543,906.3 N , X = 718,824.1 E H - Y = 546,548.6 N , X = 718,810.3 E</p>	<p><b>LTP (NAD27 NME)</b></p> <p>Y = 540,038.7 X = 717,854.8 LAT. = 32.482695 °N LONG. = 103.626845 °W</p> <p><b>BHL (NAD27 NME)</b></p> <p>Y = 539,988.7 X = 717,855.1 LAT. = 32.482557 °N LONG. = 103.626845 °W</p>	<p><b>18 SURVEYOR CERTIFICATION</b></p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>02-06-2020</p> <p>Date of Survey</p> <p>Signature and Seal of Professional Surveyor:</p> <p><i>Mark Dillon Harp</i></p> <p>MARK DILLON HARP 23786</p> <p>Certificate Number RR 2020010113</p>

Bum/F/12

Form C-102

Revised August 1, 2011

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

## WELL LOCATION AND ACREAGE DEDICATION PLAT

API Number 30-025-46978		Pool Code 97895	Pool Name WC-025 G-08 S213304D; BONE SPRING
Property Code 327306	Property Name BIG STAGG FED COM		Well Number 503H
OGRID No. 325830	Operator Name ASCENT ENERGY, LLC		Elevation 3794.1

## " Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	1	21 S	32 E		30	SOUTH	2250	EAST	LEA

## " Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	13	21 S	32 E		1220	NORTH	1650	EAST	LEA

Dedicated Acres	Joint or Infill	Consolidation Code	Order No.
200.00		C	

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

	<p><b>BIG STAGG FED COM 603H</b> EL = 3794.1</p> <p><b>GEODETIC COORDINATES</b> NAD 27 NMSP EAST SURFACE LOCATION N = 546525.20 E = 718028.17 LAT. = 32.5008433°N LONG. = 103.6268335°W</p> <p><b>FIRST TAKE POINT</b> NAD 27 NMSP EAST N = 546444.23 E = 718477.41 LAT. = 32.5002901°N LONG. = 103.6246884°W</p> <p><b>LAST TAKE POINT</b> NAD 27 NMSP EAST N = 540042.47 E = 718514.91 LAT. = 32.4828930°N LONG. = 103.6247047°W</p> <p><b>BOTTOM OF HOLE</b> NAD 27 NMSP EAST N = 540042.47 E = 718514.91 LAT. = 32.4828930°N LONG. = 103.6247047°W</p>	<p><b>GEODETIC COORDINATES</b> NAD 83 NMSP EAST SURFACE LOCATION N = 546830.52 E = 758058.35 LAT. = 32.5007663°N LONG. = 103.6271233°W</p> <p><b>FIRST TAKE POINT</b> NAD 83 NMSP EAST N = 546505.91 E = 759658.89 LAT. = 32.5004129°N LONG. = 103.6251782°W</p> <p><b>LAST TAKE POINT</b> NAD 83 NMSP EAST N = 540103.95 E = 759898.58 LAT. = 32.4828159°N LONG. = 103.6231939°W</p> <p><b>BOTTOM OF HOLE</b> NAD 83 NMSP EAST N = 540103.95 E = 759898.58 LAT. = 32.4828159°N LONG. = 103.6231939°W</p>	<p><b>" OPERATOR CERTIFICATION</b> I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature: <i>Brian Wood</i> Date: 6-13-19</p> <p>Printed Name: Brian Wood</p> <p>E-mail Address: brian@permitswest.com</p> <p>E-mail Address: (505) 466-8120</p>
	<p><b>CORNER COORDINATES TABLE</b> NAD 27 NMSP EAST</p> <p>A - N = 549174.84, E = 717472.67 B - N = 549185.50, E = 718788.05 C - N = 548535.28, E = 717489.77 D - N = 548547.12, E = 718808.52 E - N = 543893.78, E = 717507.40 F - N = 543904.79, E = 718824.83 G - N = 541255.55, E = 717524.83 H - N = 541263.14, E = 718841.13</p>	<p><b>" SURVEYOR CERTIFICATION</b> 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.</p> <p>JUNE 7, 2019</p> <p>Date of Survey</p>	
	<p><b>CORNER COORDINATES TABLE</b> NAD 83 NMSP EAST</p> <p>A - N = 549236.57, E = 758654.08 B - N = 549247.23, E = 759969.48 C - N = 548598.93, E = 758671.25 D - N = 548608.77, E = 759990.02 E - N = 543955.35, E = 758688.95 F - N = 543966.37, E = 760006.39 G - N = 541317.05, E = 758708.44 H - N = 541324.64, E = 760022.76</p>	<p>Signature: <i>FILMON F. JARAMILLO</i></p> <p>Certificate Number: FILMON F. JARAMILLO, PLS 11797</p> <p>PROFESSIONAL SURVEYOR</p> <p>SURVEY NO. 6017A</p>	
	<p>Released to Imaging: 1/5/2024 3:27:44 PM</p>		

<b>Production Summary Report</b> <b>API: 30-025-46978</b> <b>BIG STAG FEDERAL COM #503H</b> <b>Printed On: Monday, June 05 2023</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	3539	3464	59896	9	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	0	0	0	0	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	14825	16837	28630	23	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Apr	17593	22975	31735	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	May	10436	18193	20383	27	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jun	6737	10136	15441	26	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jul	9701	25990	23093	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Aug	4192	6769	9336	15	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Sep	8987	21471	19320	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Oct	7123	23600	17419	29	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	2671	7990	6505	15	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Dec	0	0	0	0	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Jan	4093	6523	8844	14	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	8168	17097	14922	28	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	4711	14243	9987	31	0	0	0	0	0

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State of New Mexico  
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OIL CONSERVATION DIVISION  
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☐ AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025 -46979		<sup>2</sup> Pool Code 97895		<sup>3</sup> Pool Name WC-025 G-08 S213304D; BONE SPRING	
<sup>4</sup> Property Code 327306		<sup>5</sup> Property Name BIG STAG FED COM			<sup>6</sup> Well Number 552H
<sup>7</sup> OGRID No. 325830		<sup>8</sup> Operator Name ASCENT ENERGY, LLC.			<sup>9</sup> Elevation 3,796'

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	I	21 S	32 E		5	SOUTH	2,167	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	13	21 S	32 E		1,268	NORTH	1,650	EAST	LEA

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

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

	<p><b>SHL (NAD83 NME)</b></p> <p>Y = 546,606.9 X = 759,141.8 LAT. = 32.500700 °N LONG. = 103.626853 °W</p> <p><b>FTP (NAD83 NME)</b></p> <p>Y = 546,506.5 X = 759,658.7 LAT. = 32.500414 °N LONG. = 103.625179 °W</p> <p><b>CORNER COORDINATES (NAD83 NME)</b></p> <p>A - Y = 546,597.8 N X = 758,674.7 E B - Y = 543,956.2 N X = 758,690.6 E C - Y = 541,317.0 N X = 758,706.4 E D - Y = 539,996.6 N X = 758,714.8 E E - Y = 540,007.9 N X = 760,030.6 E F - Y = 541,325.6 N X = 760,022.1 E G - Y = 543,967.1 N X = 760,005.4 E H - Y = 546,609.4 N X = 759,991.5 E</p>	<p><b>LTP (NAD83 NME)</b></p> <p>Y = 540,105.0 X = 759,696.3 LAT. = 32.482819 °N LONG. = 103.625195 °W</p> <p><b>BHL (NAD83 NME)</b></p> <p>Y = 540,055.0 X = 759,696.6 LAT. = 32.482681 °N LONG. = 103.625195 °W</p>	<p><b><sup>17</sup> OPERATOR CERTIFICATION</b></p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>W Ben Metz</i> 7/27/2021 Signature Date</p> <p>W Ben Metz Printed Name</p> <p>bmetz@ascentenergy.us E-mail Address</p>
	<p><b>SHL (NAD27 NME)</b></p> <p>Y = 546,546.1 X = 717,960.5 LAT. = 32.500580 °N LONG. = 103.626363 °W</p> <p><b>FTP (NAD27 NME)</b></p> <p>Y = 546,445.7 X = 718,477.4 LAT. = 32.500294 °N LONG. = 103.624688 °W</p> <p><b>CORNER COORDINATES (NAD27 NME)</b></p> <p>A - Y = 546,537.0 N X = 717,493.4 E B - Y = 543,895.4 N X = 717,509.2 E C - Y = 541,256.3 N X = 717,524.9 E D - Y = 539,935.9 N X = 717,533.3 E E - Y = 539,947.2 N X = 718,849.2 E F - Y = 541,264.9 N X = 718,840.7 E G - Y = 543,906.3 N X = 718,824.1 E H - Y = 546,548.6 N X = 718,810.3 E</p>	<p><b>LTP (NAD27 NME)</b></p> <p>Y = 540,044.3 X = 718,514.8 LAT. = 32.482698 °N LONG. = 103.624705 °W</p> <p><b>BHL (NAD27 NME)</b></p> <p>Y = 539,994.3 X = 718,515.1 LAT. = 32.482561 °N LONG. = 103.624705 °W</p>	<p><b><sup>18</sup> SURVEYOR CERTIFICATION</b></p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>07-27-2021 Date of Survey</p> <p>Signature and Seal of Professional Surveyor:</p> <p><i>Mark Dillon Harp</i></p> <p>MARK DILLON HARP 23786 Certificate Number RR 2020010109</p>

<b>Production Summary Report</b> <b>API: 30-025-46979</b> <b>BIG STAG FEDERAL COM #552H</b> <b>Printed On: Monday, June 05 2023</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	7242	9799	36367	14	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	1186	1416	2534	2	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	16219	22009	33924	20	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Apr	19830	26960	45017	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	May	19912	27773	42304	31	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jun	11733	14725	21156	15	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jul	18549	32222	40781	27	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Aug	3289	4383	6625	7	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Sep	7917	9532	16465	15	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Oct	14692	22649	28720	29	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	13689	25047	26926	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Dec	9720	15445	18631	31	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Jan	9216	17907	18017	25	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	0	2	0	1	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	4684	4584	8732	24	0	0	0	0	0

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<sup>1</sup> API Number 30-025-47528	<sup>2</sup> Pool Code 98033	<sup>3</sup> Pool Name WC-025 G-10 S213328O; Wolfcamp
<sup>4</sup> Property Code	<sup>5</sup> Property Name BIG STAG FED COM	
<sup>7</sup> OGRID No. 228937	<sup>8</sup> Operator Name MATADOR PRODUCTION COMPANY	<sup>6</sup> Well Number 303H  <sup>9</sup> Elevation 3,793'

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	1	21S	32E		5	SOUTH	2,247	EAST	LEA

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	13	21S	32E		1,209	NORTH	1,650	EAST	LEA

16

**LEGEND**

- SECTION LINE
- PROPOSED WELLBORE
- NEW MEXICO MINERAL LEASE
- 330' BUFFER

**SEC. 1**  
**T21S R32E**

**SEC. 2**

**SEC. 11**

**SEC. 12**

**SEC. 13**

**SEC. 14**

**BUREAU OF LAND MANAGEMENT NMNM 127892**

**BUREAU OF LAND MANAGEMENT NMNM 0553706**

**BUREAU OF LAND MANAGEMENT NMNM 014155**

**GRID AZ.=99.491667' HORIZ. DIST.=605.28'**

**GRID AZ.=179.663611' HORIZ. DIST.=6,392.10'**

**S.H.L. 5' FSL 2247' FEL**

**F.T.P. 100' FNL 1650' FEL**

**330'**

**100' FNL 1650' FEL**

**1647' FEL**

**1648' FEL**

**1670' FEL**

**110'**

**L.T.P./B.H.L. 1209' FNL 1650' FEL**

**PPP #1 0'FNL 1647'FEL**

**PPP #2 0'FNL 1648'FEL**

**PPP #3 0'FNL 1670'FEL**

**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.

*Debbie Creed* 8/15/2023

Signature Date

**Debbie Creed**

Printed Name

[debbie.creed@matadorresources.com](mailto:debbie.creed@matadorresources.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.

*[Signature]*

Date of Survey

Signature and Seal of Professional Surveyor:

**24 APRIL 2023**

**TIM C. PAPPAS**  
NEW MEXICO  
21209  
PROFESSIONAL SURVEYOR

**TIM C. PAPPAS 21209**

Certificate Number KC 2022101653

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Energy, Minerals & Natural Resources Department  
OIL CONSERVATION DIVISION  
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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025 <b>30-025-47758</b>	<sup>2</sup> Pool Code <b>97895</b>	<sup>3</sup> Pool Name <b>WC-025 G-08 S213304D; BONE SPRING</b>
<sup>4</sup> Property Code <b>328893</b>	<sup>5</sup> Property Name <b>BIG BULL FED COM</b>	<sup>6</sup> Well Number <b>305H</b>
<sup>7</sup> OGRID No. <b>325830</b>	<sup>8</sup> Operator Name <b>ASCENT ENERGY, LLC.</b>	<sup>9</sup> Elevation <b>3,777'</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	12	21 S	32 E		100	NORTH	2,080	WEST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	13	21 S	32 E		1,271	NORTH	2,310	WEST	LEA
<sup>12</sup> Dedicated Acres <b>200</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.						

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

<p><sup>16</sup></p>		<p><sup>17</sup> OPERATOR CERTIFICATION</p> <p>I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p><i>Cory Walk</i> <b>3-26-20</b> Signature Date</p> <p><b>Cory Walk</b> Printed Name</p> <p><b>cory@permitswest.com</b> E-mail Address</p>
<p>SHL (NAD83 NME) Y = 546,493.0 X = 758,121.3 LAT. = 32.500405 °N LONG. = 103.630165 °W</p> <p>FTP (NAD83 NME) Y = 546,494.9 X = 758,351.8 LAT. = 32.500406 °N LONG. = 103.629418 °W</p> <p>CORNER COORDINATES (NAD83 NME) A - Y = 546,597.8 N , X = 758,674.7 E B - Y = 543,956.2 N , X = 758,690.6 E C - Y = 541,317.0 N , X = 758,706.4 E D - Y = 539,996.6 N , X = 758,714.8 E E - Y = 539,984.9 N , X = 757,398.7 E F - Y = 541,305.4 N , X = 757,390.3 E G - Y = 543,945.2 N , X = 757,374.0 E H - Y = 546,586.2 N , X = 757,358.0 E</p> <p>SHL (NAD27 NME) Y = 546,432.2 X = 716,940.1 LAT. = 32.500285 °N LONG. = 103.629675 °W</p> <p>FTP (NAD27 NME) Y = 546,434.1 X = 717,170.5 LAT. = 32.500286 °N LONG. = 103.628927 °W</p> <p>CORNER COORDINATES (NAD27 NME) A - Y = 546,537.0 N , X = 717,493.4 E B - Y = 543,895.4 N , X = 717,509.2 E C - Y = 541,256.3 N , X = 717,524.9 E D - Y = 539,935.9 N , X = 717,533.3 E E - Y = 539,924.2 N , X = 716,217.2 E F - Y = 541,244.7 N , X = 716,208.8 E G - Y = 543,884.5 N , X = 716,192.7 E H - Y = 546,525.3 N , X = 716,176.7 E</p> <p>LTP (NAD83 NME) Y = 540,093.7 X = 758,391.8 LAT. = 32.482811 °N LONG. = 103.629425 °W</p> <p>BHL (NAD83 NME) Y = 540,043.7 X = 758,392.1 LAT. = 32.482674 °N LONG. = 103.629425 °W</p> <p>LTP (NAD27 NME) Y = 540,033.0 X = 717,210.3 LAT. = 32.482691 °N LONG. = 103.628935 °W</p> <p>BHL (NAD27 NME) Y = 539,983.0 X = 717,210.6 LAT. = 32.482553 °N LONG. = 103.628935 °W</p>		
<p><sup>18</sup> SURVEYOR CERTIFICATION</p> <p>I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my belief.</p> <p>02-06-2020 Date of Survey</p> <p>Signature and Seal of Professional Surveyor: <i>[Signature]</i></p> <p>MARK DILLON HARP 23786 Certificate Number</p> <p>RR 2020010121</p>		

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Santa Fe, NM 87505

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WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number <b>30-025-47066</b>	<sup>2</sup> Pool Code <b>97895</b>	<sup>3</sup> Pool Name <b>WC-025 G-08 S213304D; BONE SPRING</b>
<sup>4</sup> Property Code <b>327306</b>	<sup>5</sup> Property Name <b>BIG STAG FED COM</b>	<sup>6</sup> Well Number <b>504H</b>
<sup>7</sup> OGRID No. <b>325830</b>	<sup>8</sup> Operator Name <b>ASCENT ENERGY, LLC.</b>	<sup>9</sup> Elevation <b>3,795'</b>

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
O	1	21 S	32 E		5	SOUTH	2,216	EAST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	13	21 S	32 E		1,271	NORTH	2,178	WEST	LEA

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

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

	<p><b>SHL (NAD83 NME)</b> Y = 546,606.5 X = 759,091.8 LAT. = 32.500700 °N LONG. = 103.627015 °W</p> <p><b>FTP (NAD83 NME)</b> Y = 546,493.8 X = 758,219.8 LAT. = 32.500406 °N LONG. = 103.629846 °W</p> <p><b>CORNER COORDINATES (NAD83 NME)</b> A - Y = 546,597.8 N X = 758,674.7 E B - Y = 543,956.2 N X = 758,690.6 E C - Y = 541,317.0 N X = 758,706.4 E D - Y = 539,996.6 N X = 758,714.8 E E - Y = 539,984.9 N X = 757,398.7 E F - Y = 541,305.4 N X = 757,390.3 E G - Y = 543,945.2 N X = 757,374.0 E H - Y = 546,586.2 N X = 757,358.0 E</p> <p><b>SHL (NAD27 NME)</b> Y = 546,545.7 X = 717,910.5 LAT. = 32.500579 °N LONG. = 103.626525 °W</p> <p><b>FTP (NAD27 NME)</b> Y = 546,433.0 X = 717,038.5 LAT. = 32.500285 °N LONG. = 103.629356 °W</p> <p><b>CORNER COORDINATES (NAD27 NME)</b> A - Y = 546,537.0 N X = 717,493.4 E B - Y = 543,895.4 N X = 717,509.2 E C - Y = 541,256.3 N X = 717,524.9 E D - Y = 539,935.9 N X = 717,533.3 E E - Y = 539,924.2 N X = 716,217.2 E F - Y = 541,244.7 N X = 716,208.8 E G - Y = 543,884.5 N X = 716,192.7 E H - Y = 546,525.3 N X = 716,176.7 E</p>	<p><b>LTP (NAD83 NME)</b> Y = 540,092.5 X = 758,259.8 LAT. = 32.482811 °N LONG. = 103.629853 °W</p> <p><b>BHL (NAD83 NME)</b> Y = 540,042.5 X = 758,260.1 LAT. = 32.482673 °N LONG. = 103.629853 °W</p> <p><b>LTP (NAD27 NME)</b> Y = 540,031.9 X = 717,078.3 LAT. = 32.482690 °N LONG. = 103.629363 °W</p> <p><b>BHL (NAD27 NME)</b> Y = 539,981.9 X = 717,078.7 LAT. = 32.482553 °N LONG. = 103.629363 °W</p>	<p><b>17 OPERATOR CERTIFICATION</b> I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief, and that this organization either owns a working interest or unleased mineral interest in the land including the proposed bottom hole location or has a right to drill this well at this location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order heretofore entered by the division.</p> <p>Signature _____ Date _____</p> <p>Printed Name _____</p> <p>E-mail Address _____</p>
	<p><b>18 SURVEYOR CERTIFICATION</b> 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.</p> <p>05-07-2021 Date of Survey</p> <p>Signature and Seal of Professional Surveyor: _____</p> <p>MARK DILLON HARP 23786 Certificate Number</p> <p>RR 2020010110</p>		
	<p>2020010110</p>		

<b>Production Summary Report</b> <b>API: 30-025-47066</b> <b>BIG STAG FEDERAL COM #504H</b> <b>Printed On: Monday, June 05 2023</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	5635	6785	22416	16	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	0	0	0	0	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	15570	16324	30607	23	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Apr	18528	23446	32451	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	May	13647	24010	26103	29	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jun	9862	15749	18871	26	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jul	7038	16012	16060	24	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Aug	7196	15909	15970	22	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Sep	741	1022	1462	3	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Oct	10607	29316	26312	29	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	6759	24023	17820	29	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Dec	2781	9652	6889	17	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Jan	3858	7498	8733	14	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	3584	8778	9691	16	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	3922	12332	10218	20	0	0	0	0	0

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OIL CONSERVATION DIVISION  
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## WELL LOCATION AND ACREAGE DEDICATION PLAT

<sup>1</sup> API Number 30-025 <b>47438</b>		<sup>2</sup> Pool Code <b>97895</b>	<sup>3</sup> Pool Name <b>WC-025 G-08 S213304D; BONE SPRING</b>
<sup>4</sup> Property Code <b>328893</b>	<sup>5</sup> Property Name BIG BULL FED COM		<sup>6</sup> Well Number 602H
<sup>7</sup> OGRID No. 325830	<sup>8</sup> Operator Name ASCENT ENERGY, LLC.		<sup>9</sup> Elevation 3,778'

<sup>10</sup> Surface Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
N	1	21 S	32 E		100	SOUTH	2,029	WEST	LEA

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

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	13	21 S	32 E		1,271	NORTH	1,650	WEST	LEA

<sup>12</sup> Dedicated Acres <b>200</b>	<sup>13</sup> Joint or Infill	<sup>14</sup> Consolidation Code	<sup>15</sup> Order No.
---	-------------------------------	----------------------------------	-------------------------

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

<sup>16</sup> GRID AZ = 241°42'56" HORIZ. DIST. = 429.08' 	<b>SEC. 1</b> T21S R32E S.H.L. 100' 100' 330' 1271' 1221' 1650' 1650' L.T.P. B.H.L. <b>SEC. 12</b> <b>SEC. 13</b>	<b>SHL (NAD83 NME)</b> Y = 546,692.4 X = 758,069.6 LAT. = 32.500954 °N LONG. = 103.630329 °W <b>FTP (NAD83 NME)</b> Y = 546,489.1 X = 757,691.8 LAT. = 32.500402 °N LONG. = 103.631559 °W <b>CORNER COORDINATES (NAD83 NME)</b> A - Y = 546,597.8 N , X = 758,674.7 E B - Y = 543,956.2 N , X = 758,690.6 E C - Y = 541,317.0 N , X = 758,706.4 E D - Y = 539,996.6 N , X = 758,714.8 E E - Y = 539,984.9 N , X = 757,398.7 E F - Y = 541,305.4 N , X = 757,390.3 E G - Y = 543,945.2 N , X = 757,374.0 E H - Y = 546,586.2 N , X = 757,358.0 E <b>SHL (NAD27 NME)</b> Y = 546,631.6 X = 716,888.4 LAT. = 32.500834 °N LONG. = 103.629838 °W <b>FTP (NAD27 NME)</b> Y = 546,428.3 X = 716,510.5 LAT. = 32.500282 °N LONG. = 103.631068 °W <b>CORNER COORDINATES (NAD27 NME)</b> A - Y = 546,537.0 N , X = 717,493.4 E B - Y = 543,895.4 N , X = 717,509.2 E C - Y = 541,256.3 N , X = 717,524.9 E D - Y = 539,935.9 N , X = 717,533.3 E E - Y = 539,924.2 N , X = 716,217.2 E F - Y = 541,244.7 N , X = 716,208.8 E G - Y = 543,884.5 N , X = 716,192.7 E H - Y = 546,525.3 N , X = 716,176.7 E	<b>LTP (NAD83 NME)</b> Y = 540,087.9 X = 757,731.8 LAT. = 32.482807 °N LONG. = 103.631565 °W <b>BHL (NAD83 NME)</b> Y = 540,037.9 X = 757,732.2 LAT. = 32.482670 °N LONG. = 103.631565 °W <b>LTP (NAD27 NME)</b> Y = 540,027.2 X = 716,550.4 LAT. = 32.482687 °N LONG. = 103.631076 °W <b>BHL (NAD27 NME)</b> Y = 539,977.2 X = 716,550.7 LAT. = 32.482549 °N LONG. = 103.631076 °W
	<b>17 OPERATOR CERTIFICATION</b> 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: <u>Cory Walk</u> Date: <u>3-26-20</u> Printed Name: <u>Cory Walk</u> E-mail Address: <u>cory@permitswest.com</u>		
	<b>18 SURVEYOR CERTIFICATION</b> 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: <u>02-06-2020</u> Signature and Seal of Professional Surveyor: <u>[Signature]</u> MARK DILLON HARP 23786 Certificate Number: <u>RR</u> 2020010118		

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

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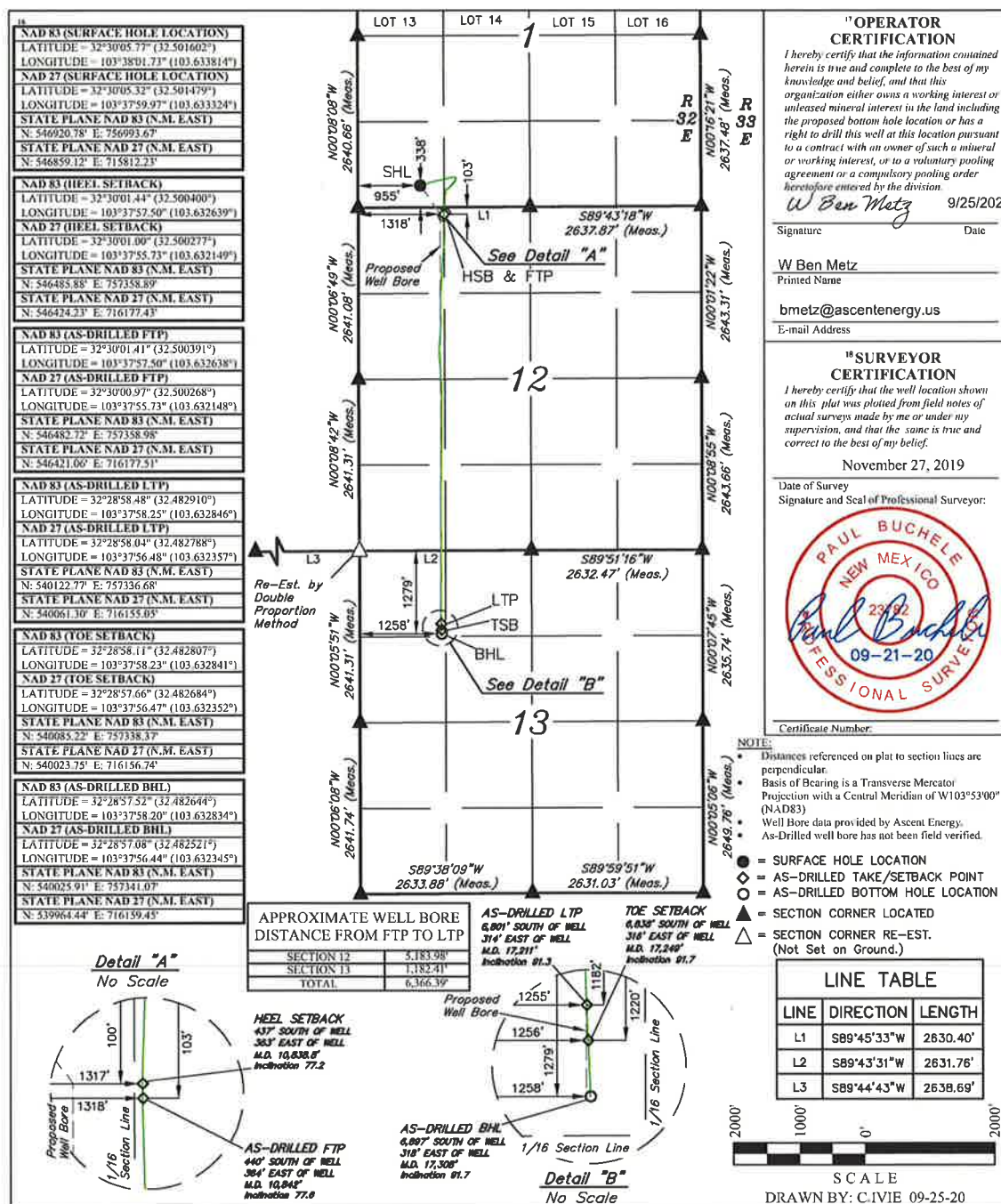
**WELL LOCATION AND ACREAGE DEDICATION PLAT**

<sup>1</sup> API Number 30-025-46498-00-X1	<sup>2</sup> Pool Code 97895	<sup>3</sup> Pool Name WC-025 G-8 S213304D; Bone Spring
<sup>4</sup> Property Code 326331	<sup>5</sup> Property Name BIG MOOSE FED COM	<sup>6</sup> Well Number 505H
<sup>7</sup> OGRID No. 325830	<sup>8</sup> Operator Name ASCENT ENERGY	<sup>9</sup> Elevation 3762.9'

<sup>10</sup> Surface Location									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	1	21S	32E		338	SOUTH	955	WEST	LEA

<sup>11</sup> Bottom Hole Location If Different From Surface									
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	13	21S	32E		1279	NORTH	1258	WEST	LEA
<sup>12</sup> Dedicated Acres 200		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code		<sup>15</sup> Order No.			

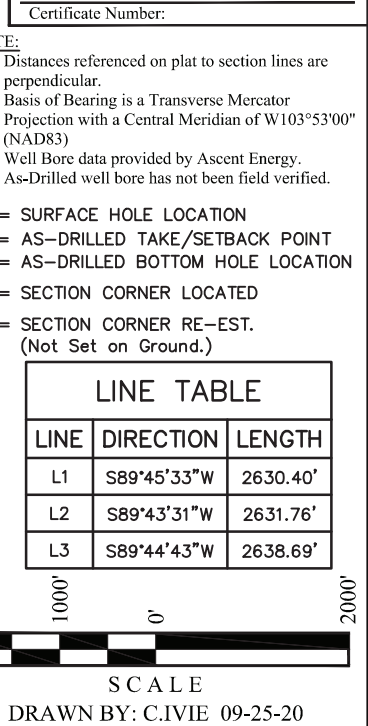
No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



<b>Production Summary Report</b> <b>API: 30-025-46498</b> <b>BIG MOOSE FEDERAL COM #505H</b> <b>Printed On: Monday, June 05 2023</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[97895] WC-025 G-08 S213304D;BONE SPRING	Sep	10562	10593	91111	17	0	0	0	0	0
2020	[97895] WC-025 G-08 S213304D;BONE SPRING	Oct	14812	15627	24183	27	0	0	0	0	0
2020	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	19454	18813	49197	20	0	0	0	0	0
2020	[97895] WC-025 G-08 S213304D;BONE SPRING	Dec	25734	27411	53525	31	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Jan	18415	21162	35154	31	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	14382	26196	30737	21	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	10020	13346	20296	22	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Apr	12897	29220	27377	30	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	May	10368	25286	17260	31	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Jun	5867	13059	13152	19	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Jul	4875	7356	28924	22	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Aug	7732	16562	22650	30	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Sep	6806	17670	16423	30	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Oct	637	1562	3716	4	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	3405	3434	49277	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	7487	7386	29880	28	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	6672	6637	31910	31	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Apr	1790	1865	8455	13	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	May	5239	6958	24298	25	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jun	5727	8998	21816	26	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jul	6839	10691	20918	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Aug	5412	11761	17502	31	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Sep	5197	11803	14764	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Oct	5113	8797	11975	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	3468	8023	8913	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Dec	3231	7562	7335	31	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Jan	2943	6601	6483	30	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	301	751	293	5	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	0	0	0	0	0	0	0	0	0

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

☐ AMENDED REPORT



<b>Production Summary Report</b> <b>API: 30-025-46547</b> <b>BIG MOOSE FEDERAL COM #506H</b> <b>Printed On: Monday, June 05 2023</b>											
		Production					Injection				
Year	Pool	Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[97895] WC-025 G-08 S213304D;BONE SPRING	Sep	11072	12523	82176	18	0	0	0	0	0
2020	[97895] WC-025 G-08 S213304D;BONE SPRING	Oct	11855	12020	17494	21	0	0	0	0	0
2020	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	20605	22050	57850	23	0	0	0	0	0
2020	[97895] WC-025 G-08 S213304D;BONE SPRING	Dec	22710	23735	43988	31	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Jan	17121	23137	31203	31	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	7265	12181	13871	15	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	16011	28011	30384	30	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Apr	9427	20055	20402	26	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	May	8863	23562	15430	31	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Jun	7351	18848	16923	26	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Jul	7164	18757	16789	31	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Aug	9427	17548	20402	26	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Sep	5519	16856	13181	30	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Oct	1329	3415	4221	16	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	2606	2725	39837	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	2052	1744	7935	12	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	4693	4862	18190	31	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Apr	5680	7102	18229	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	May	6116	9295	17611	31	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jun	4904	9069	13550	26	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jul	3825	8640	11995	24	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Aug	489	518	737	10	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Sep	6215	10174	14379	23	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Oct	5079	14671	14610	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	4124	12148	10092	28	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Dec	3979	10110	9472	31	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Jan	4266	13139	10900	31	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	3153	9374	6520	28	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	2302	6481	3505	25	0	0	0	0	0

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

☐ AMENDED REPORT

<sup>1</sup> API Number 30-025-46548		<sup>2</sup> Pool Code 97895	<sup>3</sup> Pool Name WC-025 G-08 S213304D; Bone Spring	
<sup>4</sup> Property Code	<sup>5</sup> Property Name BIG MOOSE FED COM			<sup>6</sup> Well Number 604H
<sup>7</sup> OGRID No. 325830	<sup>8</sup> Operator Name ASCENT ENERGY			<sup>9</sup> Elevation 3763.0'

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
M	1	21S	32E		338	SOUTH	930	WEST	LEA

UL or lot no. D	Section 13	Township 21S	Range 32E	Lot 1dn	Feet from the 1269	North/South line NORTH	Feet from the 344	East/West line WEST	County LEA
<sup>12</sup> Dedicated Acres 200		<sup>13</sup> Joint or Infill		<sup>14</sup> Consolidation Code		<sup>15</sup> Order No.			

**NAD 83 (SURFACE HOLE LOCATION)**  
 LATITUDE = 32°30'05.77" (32.501601°)  
 LONGITUDE = 103°38'02.02" (103.633895°)  
**NAD 27 (SURFACE HOLE LOCATION)**  
 LATITUDE = 32°30'05.32" (32.501479°)  
 LONGITUDE = 103°38'00.26" (103.633405°)  
 STATE PLANE NAD 83 (N.M. EAST)  
 N: 546920.57' E: 756968.68'  
 STATE PLANE NAD 27 (N.M. EAST)  
 N: 546858.91' E: 715787.23'

**NAD 83 (HEEL SETBACK)**  
 LATITUDE = 32°30'01.42" (32.500395°)  
 LONGITUDE = 103°38'09.08" (103.635854°)  
**NAD 27 (HEEL SETBACK)**  
 LATITUDE = 32°30'00.98" (32.500272°)  
 LONGITUDE = 103°38'07.31" (103.635364°)  
 STATE PLANE NAD 83 (N.M. EAST)  
 N: 546477.54' E: 756367.46'  
 STATE PLANE NAD 27 (N.M. EAST)  
 N: 546415.89' E: 715186.01'

**NAD 83 (AS-DRILLED FTP)**  
 LATITUDE = 32°30'01.37" (32.500381°)  
 LONGITUDE = 103°38'09.08" (103.635854°)  
**NAD 27 (AS-DRILLED FTP)**  
 LATITUDE = 32°30'00.93" (32.500258°)  
 LONGITUDE = 103°38'07.31" (103.635364°)  
 STATE PLANE NAD 83 (N.M. EAST)  
 N: 546472.68' E: 756367.47'  
 STATE PLANE NAD 27 (N.M. EAST)  
 N: 546411.03' E: 715186.02'

**NAD 83 (AS-DRILLED LTP)**  
 LATITUDE = 32°28'58.22" (32.482840°)  
 LONGITUDE = 103°38'08.90" (103.635805°)  
**NAD 27 (AS-DRILLED LTP)**  
 LATITUDE = 32°28'57.78" (32.482717°)  
 LONGITUDE = 103°38'07.14" (103.635315°)  
 STATE PLANE NAD 83 (N.M. EAST)  
 N: 540091.02' E: 756424.49'  
 STATE PLANE NAD 27 (N.M. EAST)  
 N: 540029.56' E: 715242.88'

**NAD 83 (TOE SETBACK)**  
 LATITUDE = 32°28'58.08" (32.482800°)  
 LONGITUDE = 103°38'08.89" (103.635804°)  
**NAD 27 (TOE SETBACK)**  
 LATITUDE = 32°28'57.64" (32.482677°)  
 LONGITUDE = 103°38'07.13" (103.635314°)  
 STATE PLANE NAD 83 (N.M. EAST)  
 N: 540076.53' E: 756424.93'  
 STATE PLANE NAD 27 (N.M. EAST)  
 N: 540015.06' E: 715243.32'

**NAD 83 (AS-DRILLED BHL)**  
 LATITUDE = 32°28'57.60" (32.482666°)  
 LONGITUDE = 103°38'08.88" (103.635800°)  
**NAD 27 (AS-DRILLED BHL)**  
 LATITUDE = 32°28'57.16" (32.482544°)  
 LONGITUDE = 103°38'07.12" (103.635310°)  
 STATE PLANE NAD 83 (N.M. EAST)  
 N: 540028.05' E: 756426.40'  
 STATE PLANE NAD 27 (N.M. EAST)  
 N: 539966.59' E: 715244.79'

**PROPOSED WELL BORE**  
 Re-Est. by Double Proportion Method  
 See Detail "A"  
 See Detail "B"

**LEGEND**  
 • SURFACE HOLE LOCATION  
 • HEEL SETBACK  
 • TOE SETBACK  
 • AS-DRILLED FTP  
 • AS-DRILLED LTP  
 • AS-DRILLED BHL  
 • PROPOSED WELL BORE  
 • RE-EST. BY DOUBLE PROPORTION METHOD

Certificate Number:

● = SURFACE HOLE LOCATION  
 ◆ = AS-DRILLED TAKE/SETBACK POINT  
 ○ = AS-DRILLED BOTTOM HOLE LOCATION  
 ▲ = SECTION CORNER LOCATED  
 △ = SECTION CORNER RE-EST.  
 (Not Set on Ground.)

SCALE  
DRAWN BY: C.D. 11-17-20

REV: 1 11-20-20 C.D. (TYPO CORRECTION)

<b>Production Summary Report</b> <b>API: 30-025-46548</b> <b>BIG MOOSE FEDERAL COM #604H</b> <b>Printed On: Monday, June 05 2023</b>											
Year	Pool	Production					Injection				
		Month	Oil(BBLS)	Gas(MCF)	Water(BBLS)	Days P/I	Water(BBLS)	Co2(MCF)	Gas(MCF)	Other	Pressure
2020	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	32889	43892	192312	30	0	0	0	0	0
2020	[97895] WC-025 G-08 S213304D;BONE SPRING	Dec	35502	60707	124647	31	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Jan	27043	45810	81790	31	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	13851	23281	36587	16	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	27658	47052	79645	30	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Apr	26577	40191	70302	30	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	May	24780	40911	51870	31	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Jun	18457	28019	51248	28	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Jul	18051	35213	55946	31	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Aug	6092	31841	14650	30	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Sep	14818	31203	46801	30	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Oct	9408	17248	36427	24	0	0	0	0	0
2021	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	10676	15695	36612	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	9939	19710	27653	28	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	9934	18615	29890	31	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Apr	8679	16350	24945	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	May	6951	14412	21297	24	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jun	4531	6915	8701	11	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Jul	8927	14489	26604	31	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Aug	8934	16525	27305	31	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Sep	8169	18953	27925	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Oct	7130	19983	26413	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Nov	7686	24151	31449	30	0	0	0	0	0
2022	[97895] WC-025 G-08 S213304D;BONE SPRING	Dec	7696	25550	32685	31	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Jan	7460	26528	33346	31	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Feb	6443	21606	26847	28	0	0	0	0	0
2023	[97895] WC-025 G-08 S213304D;BONE SPRING	Mar	6986	24100	30817	31	0	0	0	0	0

Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of December 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 21 South – Range 32 East, N.M.P.M.  
Section 12: E2E2  
Section 13: NENE  
*Lea County, NM*

Containing **200.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Ascent Energy, LLC, PO Box 270983, Littleton, CO 80127. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is December 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.

Ascent Energy, LLC

Operator

Feb 4, 2020  
Date

By: Lee Zink

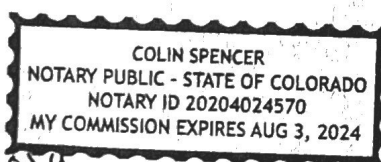
Operator/Attorney-in-Fact

## ACKNOWLEDGEMENT

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DENVER                    )

On this 4<sup>th</sup> day of February, 2024, before me, a Notary Public for the State of Colorado, personally appeared Lee Zink, known to me to be the Vice President of Land of Ascent Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)



Aug 3<sup>rd</sup>, 2024  
My Commission Expires

Colin Spencer  
Notary Public

## ACKNOWLEDGEMENT

December 10, 2020  
Date

ConocoPhillips Company  
Working Interest Owner

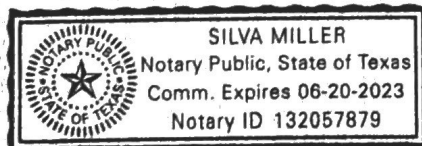
Justin K. Williams  
By: Justin K. Williams  
Title: Attorney-in-fact

## ACKNOWLEDGEMENT

STATE OF TEXAS           )  
  ) ss.  
COUNTY OF HARRIS       )

The foregoing instrument was acknowledged before me on the 10<sup>th</sup> day of  
Dec., 2020, by Justin K. Williams, as attorney-in-fact of  
**ConocoPhillips Company**, a Delaware corporation, on behalf of said corporation.

(SEAL)



6/20/2023  
My Commission Expires

Silva Miller  
Notary Public

SELF CERTIFICATION STATEMENT FOR COMMUNITIZATION AGREEMENT WORKING  
INTEREST

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

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

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

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

Printed: Lee Zink \_\_\_\_\_

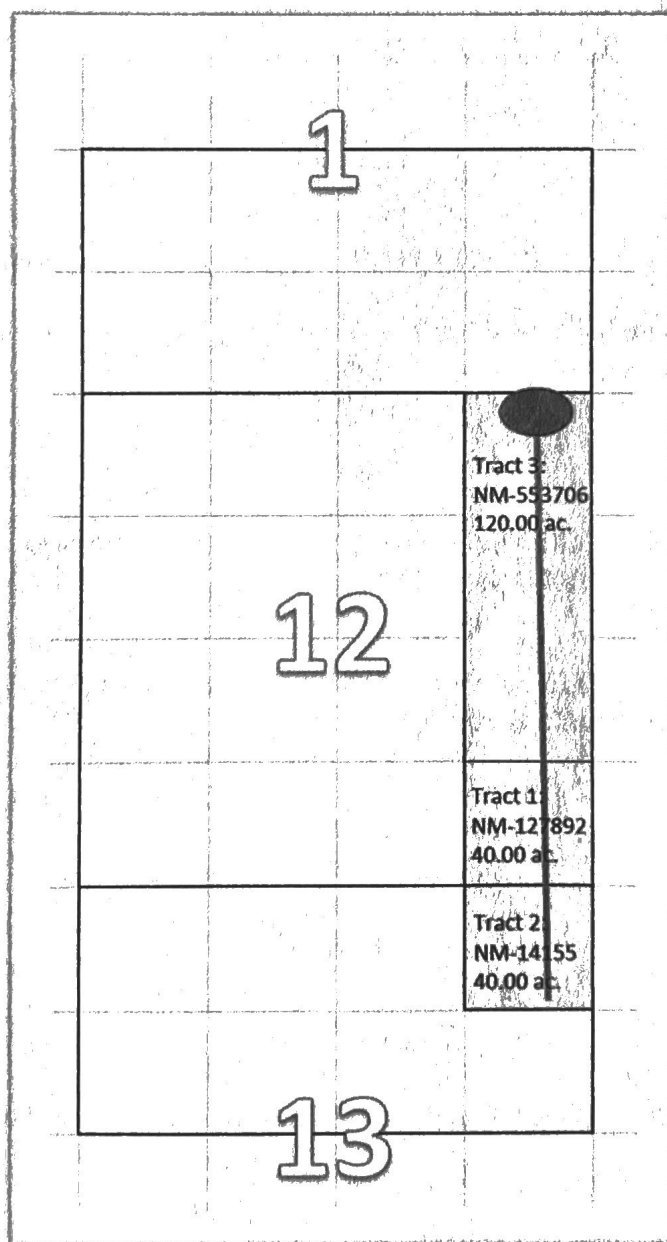
TITLE: Vice President of Land

Phone number: (720) 710-8923, email lzink@ascentenergy.us

## EXHIBIT "A"

Plat of communitized area covering 200.00 acres in:  
Township 21 South – Range 32 East, N.M.P.M.  
Section 12: E2E2  
Section 13: NENE  
Lea County, NM

Big Bucks Fed Com #501H



**EXHIBIT "B"**

To Communitization Agreement Dated December 1, 2020 embracing the following described land in:

Township 21 South – Range 32 East, N.M.P.M.

Section 12: E2E2

Section 13: NENE

*Lea County, NM*

Operator of Communitized Area: Ascent Energy, LLC

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number:	NMNM-127892
Description of Land Committed:	Township 21 South, Range 32 West, N.M.P.M. Section 12: SESE
Number of Acres:	40.00
Current Lessee of Record:	Ascent Energy, LLC – 75% Hanley Petroleum, Inc. – 25%
Name of Working Interest Owners:	Ascent Energy, LLC Advance Energy Partners Hat Mesa, LLC
ORRI Owners:	

**Tract No. 2**

Lease Serial Number:	NMNM-14155
Description of Land Committed:	Township 21 South, Range 32 East, N.M.P.M. Section 13: NE/4NE/4

Number of Gross Acres: 40.00

Current Lessee of Record: Leland Hodges – 100%

Name of Working Interest Owners: Ascent Energy, LLC  
Advance Energy Partners Hat Mesa, LLC  
Bullhead Energy, LLC

Tract No. 3

Lease Serial Number: NMNM-553706

Description of Land Committed: Township 21 South, Range 32 East,  
N.M.P.M.  
Section 13: E/2NE/4, NE/4SE/4

Number of Gross Acres: 40.00

Current Lessee of Record: ConocoPhillips CO– 100%

Name of Working Interest Owners: ConocoPhillips CO

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	40.00	20.0000%
2	40.00	20.0000%
3	<u>120.00</u>	<u>60.0000%</u>
Total	200.00	100.0000%

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of July 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 21 South – Range 32 East, N.M.P.M.  
Section 12: W2E2  
Section 13: NWNE  
*Lea County, NM*

Containing **200.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Ascent Energy, LLC, PO Box 270983, Littleton, CO 80127. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is July 1, 2021, 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.

Ascent Energy, LLC  
Operator

                    , 2021  
Date

By: Lee Zink  
Operator/Attorney-in-Fact

## ACKNOWLEDGEMENT

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DENVER                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of Colorado, personally appeared Lee Zink, known to me to be the Vice President of Land of Ascent Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

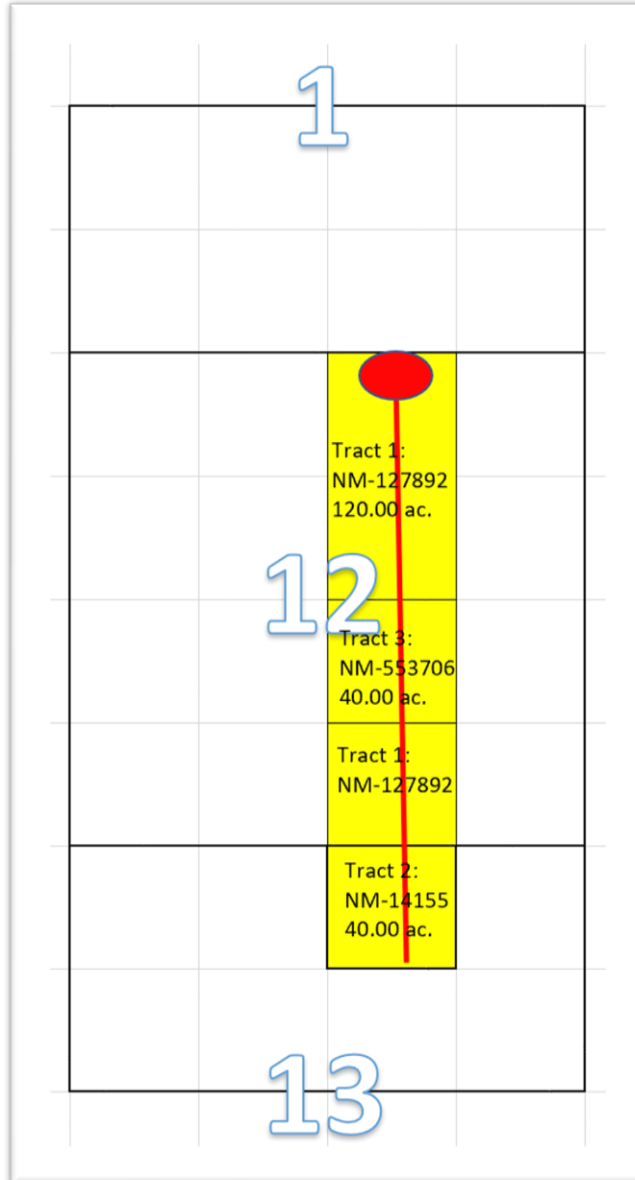
\_\_\_\_\_  
My Commission Expires

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

## EXHIBIT "A"

Plat of communized area covering **200.00** acres in:  
Township 21 South – Range 32 East, N.M.P.M.  
Section 12: W2E2  
Section 13: NWNE  
*Lea County, NM*

Big Stag Fed Com #503H



**EXHIBIT "B"**

To Communitization Agreement Dated July 1, 2021 embracing the following described land in:

Township 21 South – Range 32 East, N.M.P.M.

Section 12: W2E2

Section 13: NWNE

*Lea County, NM*

Operator of Communitized Area: Ascent Energy, LLC

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number:	NMNM-127892
Description of Land Committed:	Township 21 South, Range 32 West, N.M.P.M. Section 12: W2NE, SWSE
Number of Acres:	120.00
Current Lessee of Record:	Ascent Energy, LLC – 75% Hanley Petroleum, Inc. – 25%
Name of Working Interest Owners:	Ascent Energy, LLC Advance Energy Partners Hat Mesa, LLC
ORRI Owners:	

**Tract No. 2**

Lease Serial Number:	NMNM-14155
Description of Land Committed:	Township 21 South, Range 32 East, N.M.P.M. Section 13: NWNE

Number of Gross Acres: 40.00

Current Lessee of Record: Leland Hodges – 100%

Name of Working Interest Owners: Ascent Energy, LLC  
Advance Energy Partners Hat Mesa, LLC

Tract No. 3

Lease Serial Number: NMNM-553706

Description of Land Committed: Township 21 South, Range 32 East,  
N.M.P.M.  
Section 13: NWSE

Number of Gross Acres: 40.00

Current Lessee of Record: ConocoPhillips CO– 100%

Name of Working Interest Owners: ConocoPhillips CO

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	120.00	60.0000%
2	40.00	20.0000%
3	<u>40.00</u>	<u>20.0000%</u>
Total	200.00	100.0000%

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of July 2021, by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto."

### WITNESSETH:

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

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

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

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

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

Township 21 South – Range 32 East, N.M.P.M.  
Section 12: E2W2  
Section 13: NENW  
*Lea County, NM*

Containing **200.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Ascent Energy, LLC, PO Box 270983, Littleton, CO 80127. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is July 1, 2021, 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.
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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.

Ascent Energy, LLC  
Operator

                    , 2021  
Date

By: Lee Zink  
Operator/Attorney-in-Fact

## ACKNOWLEDGEMENT

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DENVER                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for the State of Colorado, personally appeared Lee Zink, known to me to be the Vice President of Land of Ascent Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

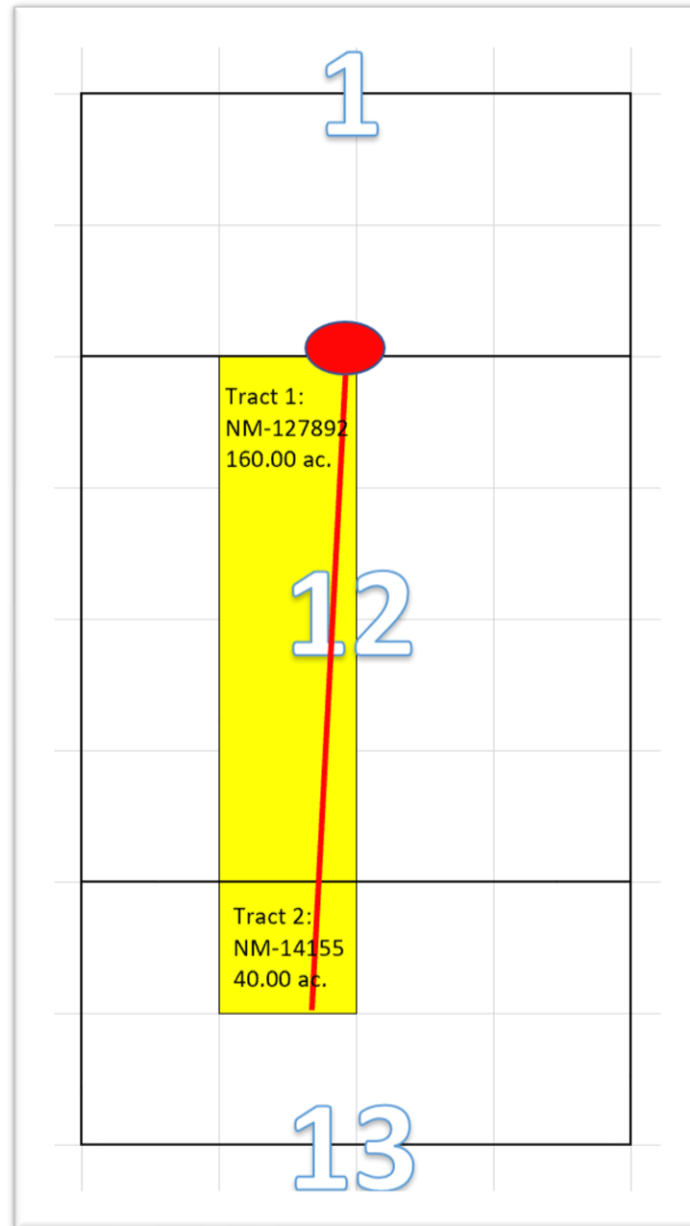
\_\_\_\_\_  
My Commission Expires

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

## EXHIBIT "A"

Plat of communitized area covering **200.00** acres in:  
Township 21 South – Range 32 East, N.M.P.M.  
Section 12: E2W2  
Section 13: NENW  
*Lea County, NM*

Big Stag Fed Com #504H



**EXHIBIT "B"**

To Communitization Agreement Dated July 1, 2021 embracing the following described land in:

Township 21 South – Range 32 East, N.M.P.M.

Section 12: E2W2

Section 13: NENW

*Lea County, NM*

Operator of Communitized Area: Ascent Energy, LLC

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number:	NMNM-127892
Description of Land Committed:	Township 21 South, Range 32 West, N.M.P.M. Section 12: E2W2
Number of Acres:	160.00
Current Lessee of Record:	Ascent Energy, LLC – 75% Hanley Petroleum, Inc. – 25%
Name of Working Interest Owners:	Ascent Energy, LLC Advance Energy Partners Hat Mesa, LLC
ORRI Owners:	

**Tract No. 2**

Lease Serial Number:	NMNM-14155
Description of Land Committed:	Township 21 South, Range 32 East, N.M.P.M. Section 13: NENW

Number of Gross Acres: 40.00

Current Lessee of Record: Leland Hodges – 100%

Name of Working Interest Owners: Ascent Energy, LLC  
Advance Energy Partners Hat Mesa, LLC

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	80.0000%
2	<u>40.00</u>	<u>20.0000%</u>
Total	200.00	100.0000%

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1st day of February, 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 21 South – Range 32 East, N.M.P.M.  
Section 12: W2W2  
Section 13: NWNW  
*Lea County, NM*

Containing **200.00** acres, and this agreement shall include only the Bone Spring Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit "A", a plat designating the communitized area and, Exhibit "B", designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. The Operator of the communitized area shall be Ascent Energy, LLC 1125 17<sup>th</sup> Street, Suite 410, Denver, CO 80202. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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

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

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is February 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.

Ascent Energy, LLC

Operator

February 4, 2020

Date

By: Lee Zink

Operator/Attorney-in-Fact

## ACKNOWLEDGEMENT

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF DENVER                    )  
  .

On this 4<sup>th</sup> day of February, 2020, before me, a Notary Public for the State of Colorado, personally appeared Lee Zink, known to me to be the Vice President of Land of Ascent Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

07/23/2023  
My Commission Expires

Laurie C Otero  
Notary Public

LAURIE C OTERO NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20074025628 MY COMMISSION EXPIRES JULY 23, 2023
--

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

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

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

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

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

**Printed:** Lee Zink

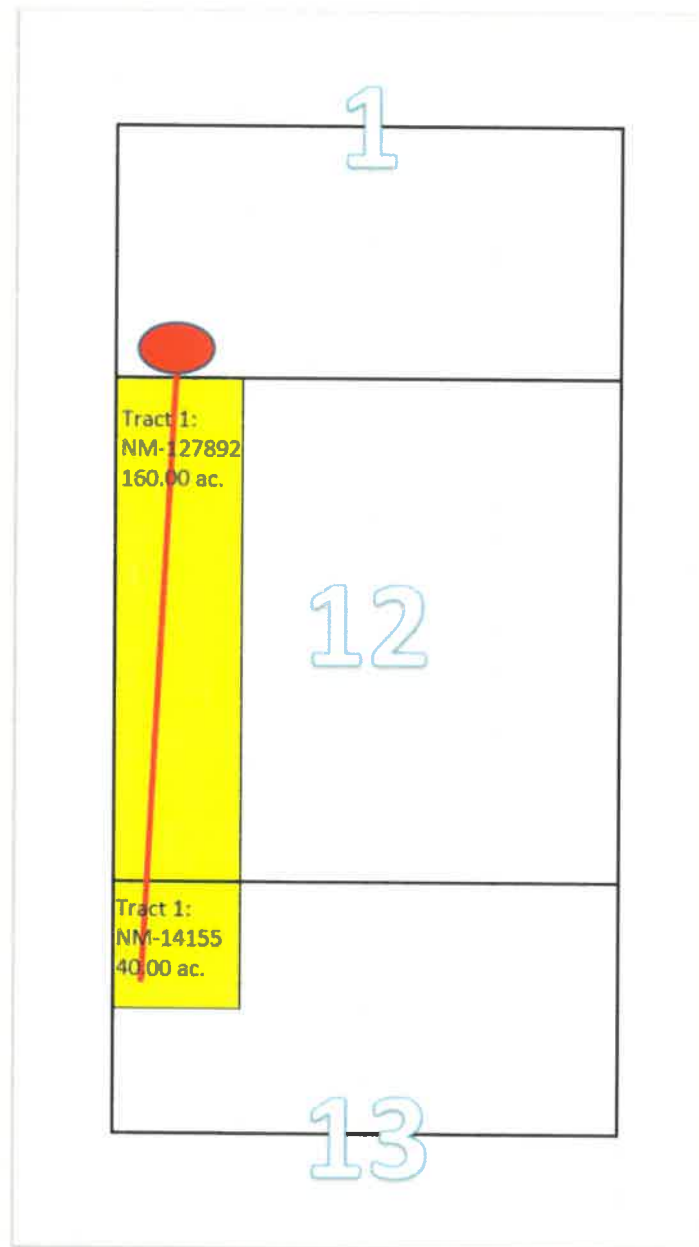
**TITLE:** Vice President of Land

**Phone number:** (720) 710-8923, email lzink@ascentenergy.us

## EXHIBIT "A"

Plat of communitized area covering **200.00** acres in:  
Township 21 South – Range 32 East, N.M.P.M.  
Section 12: W2W2  
Section 13: NWNW  
*Lea County, NM*

Big Moose Fed Com #505H



**EXHIBIT "B"**

To Communitization Agreement Dated February 1, 2020 embracing the following described land in:

Township 21 South – Range 32 East, N.M.P.M.

Section 12: W2W2

Section 13: NWNW

*Lea County, NM*

Operator of Communitized Area: Ascent Energy, LLC

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number:	NMNM-127892
Description of Land Committed:	Township 21 South, Range 32 West, N.M.P.M. Section 12: W/2W/2
Number of Acres:	160.00
Current Lessee of Record:	Ascent Energy, LLC – 75% Hanley Petroleum, Inc. – 25%
Name of Working Interest Owners:	Ascent Energy, LLC Advance Energy Partners Hat Mesa, LLC
ORRI Owners:	

**Tract No. 2**

Lease Serial Number:	NMNM-14155
Description of Land Committed:	Township 21 South, Range 32 East, N.M.P.M. Section 13: NW/4NW/4

Number of Gross Acres: 40.00

Current Lessee of Record: Leland Hodges – 100%

Name of Working Interest Owners: Ascent Energy, LLC  
Advance Energy Partners Hat Mesa, LLC  
Bullhead Energy, LLC

**RECAPITULATION**

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	160.00	80.0000%
2	<u>40.00</u>	<u>20.0000%</u>
Total	200.00	100.0000%



# United States Department of the Interior



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

In Reply Refer To:

MAR 17 2021

NMNM141569  
3105.2 (NM920)

Reference:

Communitization Agreement  
Big Moose Fed Com SOSH  
Section 12: W2W2  
Section 13: NWNW  
T. 21 S., R. 32 E., N.M.P.M.  
Lea County, NM

Ascent Energy, LLC  
1125 17<sup>th</sup> Street, Suite 410  
Denver, CO 80202

Gentlemen:

Enclosed is an approved copy of Communitization Agreement NMNM 141569 involving 160 acres of Federal land in lease NMNM 127892, and 40 acres of Federal land in lease NMNM 014155, Lea County, New Mexico, which comprise a 200 acre well spacing unit.

The agreement communitizes all rights to all producible hydrocarbons from the Bone Spring formation beneath W2W2 of Sec. 12 and NWNW of Sec. 13, T. 21 S., R. 32 E., NMPM, Lea County, NM, and is effective February 1, 2020. Approval of this agreement does not warrant or certify that the operator, thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

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

Copies of this approval letter are being distributed to the appropriate Federal agencies. You are requested to furnish all interested parties with the appropriate evidence of this approval. Any production royalties that are due must be reported and paid according to regulations set up by the Office of Natural Resources Revenue at 1-800-525-9167 or 303-231-3504

2

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

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

Sincerely,

JukuJt1>

Sheila Mallory  
Deputy State Director  
Division of Minerals

1 Enclosure:

1 - Communitization Agreement

cc:

ONRR, Denver

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

NMOCD

NM (9200)

NM {P0220-CFO, File Room)

NMSO (NM925, File)

Determination - Approval - Certification

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

- A Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B Approve the attached Communitization Agreement covering W2W2 of Sec. 12 and NWNW of Sec. 13, T. 21 S., R. 32 E., NMPM, Lea County, NM, as to all producible hydrocarbons from the Bone Spring formation. This approval will become invalid if the public interest requirements under section 3105.2-3 (c) are not met.

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

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

Approved:

MAR 17 2021

JuLWJ

Sheila Mallory  
Deputy State Director  
Division of Minerals

Effective: February 1, 2020

Contract No.: Com. Agr. NMNM141569



RECEIVED

FEB 12 2020

BLM,NMSO  
SANTA FE

February 10, 2020

Bureau of Land Management  
301 Dinosaur Trail  
Santa Fe, NM 87508  
Attn: Margie Dupre

NMNM  
141569

RE: Communization Agreement  
Big Moose Fed Com 505H 3002546498  
T21S-R32E  
Sec. 12:W2W2  
Sec. 13:NWNW  
200 Gross Acres, more or less  
Lea County, New Mexico

Dear Ms. Dupre:

Enclosed are 3 originals of Federal Communization Agreement covering Ascent Energy, LLC's Big Moose Fed Com #505H well.

If you have any questions or concerns, please do not hesitate to contact the undersigned at (720) 710-8923 or [lzink@ascentenergy.us](mailto:lzink@ascentenergy.us).

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Lee Zink', with a stylized flourish at the end.

LeeZink  
Vice President of Land  
Ascent Energy, LLC  
1125 17<sup>th</sup> Street, Suite 410  
Denver, CO 80202

FormC-102  
Revised August 1, 2011  
Submit one copy to appropriate  
DiJtrial Office

**O AMENDED REPORT**

. , G 1100S6 , n 00 ISOSR  
D. . 37611'

<p><b>CEODETIC COOADINAIES</b>  <b>NAO 27 Nto5f EAST</b>  <b>SURFACE &amp; Oel'Df</b>  <b>N. Hee21.32</b>  <b>E. 711,722.49</b>  <b>IAT. : 12.501:5957N</b>  <b>LONG. : 103.e338154"W</b></p> <p><b>FIRS f POINT</b>  <b>NMI 27 NIISP (AST</b>  <b>N. 711,722.49</b>  <b>E. 711,722.49</b>  <b>IAT. : 12.4991191"N</b>  <b>LONG. : 101.t132237h</b></p> <p><b>LAST TAKE POINT</b>  <b>27 NIISP (AST</b>  <b>N. 711,722.49</b>  <b>E. 711,722.49</b>  <b>IAT. : 12.483:111M"N</b>  <b>LONG. : 10U322442"W</b></p> <p><b>IIOTON OF HOU:</b>  <b>HAD 27 NKSP EAST</b>  <b>N. 540253.N</b>  <b>E. 71810.48</b>  <b>IAT. : 12.4aJ3U11"N</b>  <b>LONG. : 103.SJ22442"W</b></p>	<p><b>CEODETIC COOADINATES</b>  <b>NMI 81 NMSP EAST</b>  <b>SIIRFACE LOCATIOM</b>  <b>N. 5481189.97</b>  <b>C. 75190J.SI4</b>  <b>IAT. : 12.501518S"N</b>  <b>IOHG. : 103.83410,, "W</b></p> <p><b>Filsr TAKE PONJ</b>  <b>NAO 81 NMSP D.ST</b>  <b>N. 541253.9</b>  <b>E. 757332.aSI</b>  <b>IAT. : 32.49171119"N</b>  <b>IOHG. : 1CQ.e:127218"W</b></p> <p><b>IAST TAKE POINT</b>  <b>93 NMSP EAST</b>  <b>N. 540316.44</b>  <b>E. 757370.1D</b>  <b>IAT. : U.4834422"N</b>  <b>LONG. : 10I.1I27J3S"W</b></p> <p><b>IIOTOM OF HOLE</b>  <b>I N IIS NMSP N T</b>  <b>N. 40311U1</b>  <b>E. 757370.11</b>  <b>IAT. : 12.41:54J94"N</b>  <b>LONG. : 103.1S127336"W</b></p>
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**CORNER COODINAIES TAILLE**  
**Nto V NMSP EAST**

<p>A . N. 5°11'51.09, E. 714842.37</p> <p>B . N. 5491114.18, E. a711157.28</p> <p>C . N. 14115:3.07, E. 714859.117</p> <p>D . N. 548524.04, E. 716174.53</p> <p>E . N. 543872.49, E. 714875.80</p> <p>f . N. 543882.78, E. 718191.54</p> <p>C . N. 541232.35, E. 7141512.5SI</p> <p>H . N. 54124:U9, E. 7111208.53</p>	
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**CORNER COORDINAIES TAILLE**  
**WV 83 NMSP EAST**

<p>A . N. 549221.9D, E. 758023.75</p> <p>B . N. 549221.9D, E. 7573311.ea</p> <p>C . N. 5411574.71, E. 75604U2</p> <p>D . N. 5481118.118, E. 757351.00</p> <p>E . N. 543934. . E. 756057.32</p> <p>f . N. 543944.35, E. 757373.07</p> <p>G . N. 541293.114, E. 74.11</p> <p>H . N. 541304.18, E. 7S'390.II</p>	
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**NO OPERATOR CERTmCA110N**

.....rm0.....

I hereby certify that the above is a true and correct copy of the original as the same appears in the records of the Division of Lands and Water.

5-5-18

Signature Brian Wood Date \_\_\_\_\_

.....Nam  
brian@permitswest.com

EEIIIIIIIMina (505) 466-8120

**-SURVEYOR CERTIFICATION**

/hmt1ym1(& 1llardw wfl locationJirollflan thi,pltlI-


p/oll#fromfrtd rrotaq/lltal 6ytm orllldzr

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bnl of my bnf

APRIL 27, 2018

Date of Survey



Signature and Seal of Professional Surveyor

Certificate Number: FILIMON F. JARAMILLO, PLS 12797

SURVEY NO.eaJ18

RECEIVED

FEB 12 2020

BLM, NMSO  
SANTA FEFederal Communitization AgreementContract No. "4(Lj-t) 70Jff) 5 "lq

THIS AGREEMENT entered into as of the 1st day of February, 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 21 South- Range 32 East, N.M.P.M.  
Section 12: W2W2  
Section 13: NWNW  
Lea County, NM

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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 Ascent Energy, LLC 1125 17<sup>th</sup> Street, Suite 410, Denver, CO 80202. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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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 February 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.

February 4, 2020  
Date

Ascent Energy, LLC

Operator

By: Lee Zink

Operator/Not a Fact

## ACKNOWLEDGEMENT

STATE OF COLORADO                    }  
  } ss.  
COUNTY OF DENVER                    )

On this 4<sup>th</sup> day of February, 2020, before me, a Notary Public for the State of Colorado, personally appeared Lee Zink, known to me to be the Vice President of Land of Ascent Energy, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

07 / 3 / 2023  
My Commission Expires

MJ. *LD/J,*  
Notary Public

LAURIE C OTERO NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20074025628 MY COMMISSION EXPIRES JULY 23, 2023
--

SELF CERTIFICATION STATEMENT FOR COMMONITIZATION AGREEMENT WORKING  
INTEREST

COMMONITIZATION AGREEMENT: \_\_\_\_\_

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

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

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

Printed: Lee Zink \_\_\_\_\_

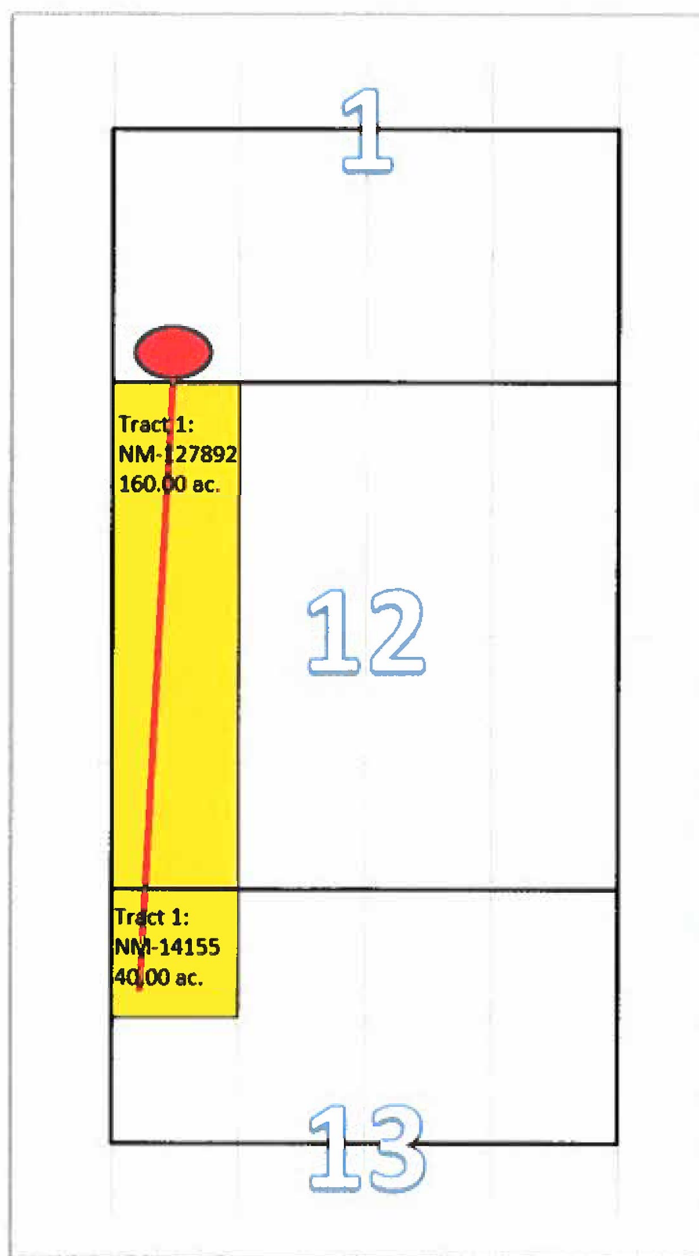
TITLE: Vice President of Land

Phone number: (720) 710-8923, email lzink@ascentenergy.us

## EXHIBIT "A"

Plat of communitized area covering 200.00 acres in:  
Township 21 South-Range 32 East, N.M.P.M.  
Section 12: W2W2  
Section 13: NWNW  
Lea County, NM

Big Moose Fed Com #SOSH



**EXIDBIT "B"**

To Communitization Agreement Dated February 1, 2020 embracing the following described land in:

Township 21 South-Range 32 East, N.M.P.M.

Section 12: W2W2

Section 13: NWNW

*Lea County, NM*

Operator of Communitized Area: Ascent Energy, LLC

**DESCRIPTION OF LEASES COMMITTED****Tract No. 1**

Lease Serial Number:	NMNM-127892
Description of Land Committed:	Township 21 South, Range 32 West, N.M.P.M. Section 12: W/2W/2
Number of Acres:	160.00
Current Lessee of Record:	Ascent Energy, LLC - 75 % Hanley Petroleum, Inc. - 25%
Name of Working Interest Owners:	Ascent Energy, LLC Advance Energy Partners Hat Mesa, LLC
ORRI Owners:	

**Tract No. 2**

Lease Serial Number:	NMNM-14155
Description of Land Committed:	Township 21 South, Range 32 East, N.M.P.M. Section 13: NW/4NW/4

**Nwnber of Gross Acres:** 40.00

**Current Lessee of Record:** Leland Hodges - 100%

**Name of Working Interest Owners:** Ascent Energy, LLC  
Advance Energy Partners Hat Mesa, LLC  
Bullhead Energy, LLC

**RECAPITULATION**

<b><u>Tract No.</u></b>	<b><u>No. of Acres Committed</u></b>	<b><u>Percentage of Interest in Communitized Area</u></b>
1	160.00	80.0000%
2	<u>40.00</u>	<u>20.0000%</u>
Total	200.00	100.0000%

ADDR1	ADDR2	ADDR3	ADDR4	ADDR5
A G Andrikopoulos Resources Inc	Post Office Box 788	Cheyenne	WY	82003-0788
Adelaide Church	6612 Genoa Rd	Fort Worth	TX	76116-1848
AEP EnCap HoldCo LLC	9651 Katy Fwy Ste 600	Houston	TX	77024-1590
AEPXCON Management LLC	2619 Robinhood St	Houston	TX	77005-2431
Arroyo Energy Fund LP	PO Box 3429	Midland	TX	79702-3429
Chevron Midcontinent, L.P.	1400 Smith Street	Houston	TX	77002
Colburn Oil LP	P O Box 2524	Midland	TX	79702
ConocoPhillips Company	600 W. Illinois Avenue	Midland	TX	79701
Daniel M Leonard	PO Box 471692	Fort Worth	TX	76147-1692
David Leonard	PO Box 1718	Fort Worth	TX	76101-1718
Essence Resources LLC	PO Box 402	Midland	TX	79702-0402
Estate of Vernell T. Cravens, Dec'd	1728 Oakland Blvd	Fort Worth	TX	76103
Flo-Tex Oil Co LLC	PO Box 2241	Midland	TX	79702-2241
Fortis Minerals II LLC	PO Box 470788	Fort Worth	TX	76147
GramPutt Investments LLC	2501 Concord Avenue	Midland	TX	79705-8405
Hanley Petroleum LLC	2501 Ridgmar Plaza	Fort Worth	TX	76116
Indaba Investments Inc	PO Box 1718	Fort Worth	TX	76101-1718
Integrity Energy LLC	PO Box 10253	Midland	TX	79702-7253
JackL Company	1718 East Speedway Blvd #248	Tucson	AZ	85719-4515
Louise Keffler	PO Box 1718	Fort Worth	TX	76101-1718
KMF Land, LLC	1401 Lawrence Street, Suite 1750	Denver	CO	80202
Mabel, LLC	4898 CR 153	Bluff Dale	TX	76433
Marshall & Winston Inc	Post Office Box 50880	Midland	TX	79710-0880
MerPel, LLC	PO Box 100367	Fort Worth	TX	76185-0367
Michael S Johnson Mangemnet Company Two, LLC	518 17th Street Suite 1500	Denver	CO	80202-4130
Monarch Resources, Ltd.	306 W. 7th St, STE 701	Ft. Worth	TX	76102

EXHIBIT

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MRC Hat Mesa, LLC	5400 LBJ Freeway Ste 1500	Dallas	TX	75240
MRC Permian Company	5400 LBJ Freeway Ste 1500	Dallas	TX	75240
MSH Family Real Estate Partnership II LLC	c/o Spicewood Mineral Partners LP 4143 Maple Ave Ste 500	Dallas	TX	75219-3294
Mt Si Oil & Gas LLC	4805 Briarwood Avenue Apt F-302	Midland	TX	79707-2663
Nancy A Leonard	PO Box 1718	Fort Worth	TX	76101-1718
Nolan, LLC	14 Calle del Sol	Placitas	NM	87043
Oak Valley Mineral and Land LP	P. O. Box 50820	Midland	TX	79710
Obie Hallum	13720 Walsh Ave	Aledo	TX	76008-1909
Office of Natural Resources	PO Box 25627	Denver	CO	80225-0627
OP Leonard III	PO Box 1718	Fort Worth	TX	76101-1718
Pegasus Resources II LLC	P.O. Box 470698	Fort Worth	TX	76147
Pegasus Resources LLC	P O Box 733980	Dallas	TX	75373-3980
PLM-1 Inc	PO Box 52070	Midland	TX	79710-2070
Post Oak Mavros II LLC	34 S Wynden Dr Ste 210	Houston	TX	77056-2531
Raleigh Hallum	6040 Camp Bowie Blvd. Ste 64	Fort Worth	TX	76116-5601
Sitio Permian LLC	1401 Lawrence St Ste 1750	Denver	CO	80202-2497
SMP Sidecar Titan Mineral Holdings LP	c/o Spicewood Mineral Partners LP 4143 Maple Ave Ste 500	Dallas	TX	75219-3294
SMP Titan Flex LP	c/o Spicewood Mineral Partners LP 4143 Maple Ave Ste 500	Dallas	TX	75219-3294
SMP Titan Mineral Holdings LP	c/o Spicewood Mineral Partners LP 4143 Maple Ave Ste 500	Dallas	TX	75219-3294
Sortida Resources LLC	PO Box 50820	Midland	TX	79710-0820

TBO Cattle Company LLC	4505 Mockingbird Lane	Midland	TX	79707-1617
TD Minerals LLC	8111 Westchester Dr STE 900	Dallas	TX	75225-6146
William L Cravens	4241 Bordeaux Ave	Dallas	TX	75205-3717
WLC Exempt Trust, William L Cravens Trustee	4241 Bordeaux	Dallas	TX	75205-3717
The United States of America	PO Box 25165	Denver	Colorado	80225
Bureau of Land Management	301 Dinosaur Trail	Santa Fe	NM	87508



**Paula M. Vance**  
**Associate**  
**Phone** (505) 988-4421  
**Fax** (505) 819-5579  
pmvance@hollandhart.com

August 23, 2023

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**TO: ALL AFFECTED PARTIES**

**Re: Application of Matador Production Company to amend NMOCD Order CTB-1052 and for administrative approval to surface commingle (lease and pool) oil and gas production from the spacing units comprising Section 12 and the N/2 N/2 of Section 13, Township 21 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands")**

Ladies and Gentlemen:

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

If you have any questions about this application, please contact the following:

Kyle Perkins  
Matador Production Company  
(972) 371-5202  
KPerkins@matadorresources.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Paula M. Vance".

---

Paula M. Vance  
**ATTORNEY FOR MATADOR PRODUCTION  
COMPANY**

**MANIFEST - 77800 - MRC - Big Game - Notice List30309569v1**

Parent ID	Mail Date	Company	Name	Address_1	City	ST	Zip	MailClass	Tracking	Well
31309	08/23/2023		A G Andrikopoulos Resources Inc	PO Box 788	Cheyenne	WY	82003-0788	Certified with Return Receipt (Signature)	94148118 98765416 877158	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 1
31309	08/23/2023		Adelaide Church	6612 Genoa Rd	Fort Worth	TX	76116-1848	Certified with Return Receipt (Signature)	94148118 98765416 877165	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 2
31309	08/23/2023		AEP EnCap HoldCo LLC	9651 Katy Fwy Ste 600	Houston	TX	77024-1590	Certified with Return Receipt (Signature)	94148118 98765416 877127	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 3
31309	08/23/2023		AEPXCON Management LLC	2619 Robinhood St	Houston	TX	77005-2431	Certified with Return Receipt (Signature)	94148118 98765416 877103	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 4
31309	08/23/2023		Arroyo Energy Fund LP	PO Box 3429	Midland	TX	79702-3429	Certified with Return Receipt (Signature)	94148118 98765416 877196	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 5
31309	08/23/2023		Chevron Midcontinent, L.P.	1400 Smith St	Houston	TX	77002-7327	Certified with Return Receipt (Signature)	94148118 98765416 877141	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 6
31309	08/23/2023		Colburn Oil LP	PO Box 2524	Midland	TX	79702-2524	Certified with Return Receipt (Signature)	94148118 98765416 877189	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 7
31309	08/23/2023		ConocoPhillips Company	600 W Illinois Ave	Midland	TX	79701-4882	Certified with Return Receipt (Signature)	94148118 98765416 877134	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 8
31309	08/23/2023		Daniel M Leonard	PO Box 471692	Fort Worth	TX	76147-1692	Certified with Return Receipt (Signature)	94148118 98765416 877172	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 9
31309	08/23/2023		David Leonard	PO Box 1718	Fort Worth	TX	76101-1718	Certified with Return Receipt (Signature)	94148118 98765416 877356	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 10

**MANIFEST - 77800 - MRC - Big Game - Notice List30309569v1**

Parent ID	Mail Date	Company	Name	Address_1	City	ST	Zip	MailClass	Tracking	Well
31309	08/23/2023		Essence Resources LLC	PO Box 402	Midland	TX	79702-0402	Certified with Return Receipt (Signature)	94148118 98765416 877363	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 11
31309	08/23/2023		Estate of Vernell T. Cravens, Decd	1728 Oakland Blvd	Fort Worth	TX	76103-1526	Certified with Return Receipt (Signature)	94148118 98765416 877325	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 12
31309	08/23/2023		Flo-Tex Oil Co LLC	PO Box 2241	Midland	TX	79702-2241	Certified with Return Receipt (Signature)	94148118 98765416 877301	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 13
31309	08/23/2023		Fortis Minerals II LLC	PO Box 470788	Fort Worth	TX	76147-0788	Certified with Return Receipt (Signature)	94148118 98765416 877394	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 14
31309	08/23/2023		GramPutt Investments LLC	2501 Concord Ave	Midland	TX	79705-8405	Certified with Return Receipt (Signature)	94148118 98765416 877349	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 15
31309	08/23/2023		Hanley Petroleum LLC	2501 Ridgmar Plz	Fort Worth	TX	76116-2689	Certified with Return Receipt (Signature)	94148118 98765416 877387	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 16
31309	08/23/2023		Indaba Investments Inc	PO Box 1718	Fort Worth	TX	76101-1718	Certified with Return Receipt (Signature)	94148118 98765416 877332	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 17
31309	08/23/2023		Integrity Energy LLC	PO Box 10253	Midland	TX	79702-7253	Certified with Return Receipt (Signature)	94148118 98765416 877370	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 18
31309	08/23/2023		JackL Company	1718 E Speedway Blvd Unit 248	Tucson	AZ	85719-4515	Certified with Return Receipt (Signature)	94148118 98765416 877059	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 19
31309	08/23/2023		Louise Keffler	PO Box 1718	Fort Worth	TX	76101-1718	Certified with Return Receipt (Signature)	94148118 98765416 877066	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 20

**MANIFEST - 77800 - MRC - Big Game - Notice List30309569v1**

Parent ID	Mail Date	Company	Name	Address_1	City	ST	Zip	MailClass	Tracking	Well
31309	08/23/2023		KMF Land, LLC	1401 Lawrence St Ste 1750	Denver	CO	80202-3074	Certified with Return Receipt (Signature)	94148118 98765416 877004	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 21
31309	08/23/2023		Mabel, LLC	4898 County Road 153	Bluff Dale	TX	76433-3195	Certified with Return Receipt (Signature)	94148118 98765416 877097	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 22
31309	08/23/2023		Marshall & Winston Inc	PO Box 50880	Midland	TX	79710-0880	Certified with Return Receipt (Signature)	94148118 98765416 877042	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 23
31309	08/23/2023		MerPel, LLC	PO Box 100367	Fort Worth	TX	76185-0367	Certified with Return Receipt (Signature)	94148118 98765416 877035	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 24
31309	08/23/2023		Michael S Johnson Mangemnet Company Two, LLC	518 17th St Ste 1500	Denver	CO	80202-4130	Certified with Return Receipt (Signature)	94148118 98765416 877073	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 25
31309	08/23/2023		Monarch Resources, Ltd.	306 W 7th St Ste 701	Ft Worth	TX	76102-4906	Certified with Return Receipt (Signature)	94148118 98765416 877417	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 26
31309	08/23/2023		MRC Hat Mesa, LLC	5400 Lbj Fwy Ste 1500	Dallas	TX	75240-1017	Certified with Return Receipt (Signature)	94148118 98765416 877455	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 27
31309	08/23/2023		MRC Permian Company	5400 Lbj Fwy Ste 1500	Dallas	TX	75240-1017	Certified with Return Receipt (Signature)	94148118 98765416 877462	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 28
31309	08/23/2023	C/O Spicewood Mineral Partners Lp	MSH Family Real Estate Partnership II LLC	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	Certified with Return Receipt (Signature)	94148118 98765416 877424	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 29
31309	08/23/2023		Mt Si Oil & Gas LLC	4805 Briarwood Ave Apt F302	Midland	TX	79707-2663	Certified with Return Receipt (Signature)	94148118 98765416 877493	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 30

**MANIFEST - 77800 - MRC - Big Game - Notice List30309569v1**

Parent ID	Mail Date	Company	Name	Address_1	City	ST	Zip	MailClass	Tracking	Well
31309	08/23/2023		Nancy A Leonard	PO Box 1718	Fort Worth	TX	76101-1718	Certified with Return Receipt (Signature)	94148118 98765416 877448	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 31
31309	08/23/2023		Nolan, LLC	14 Calle Del Sol	Placitas	NM	87043-9209	Certified with Return Receipt (Signature)	94148118 98765416 877486	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 32
31309	08/23/2023		Oak Valley Mineral and Land LP	PO Box 50820	Midland	TX	79710-0820	Certified with Return Receipt (Signature)	94148118 98765416 877431	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 33
31309	08/23/2023		Obie Hallum	13720 Walsh Ave	Aledo	TX	76008-1909	Certified with Return Receipt (Signature)	94148118 98765416 877479	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 34
31309	08/23/2023		Office of Natural Resources	PO Box 25627	Denver	CO	80225-0627	Certified with Return Receipt (Signature)	94148118 98765416 877554	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 35
31309	08/23/2023		OP Leonard III	PO Box 1718	Fort Worth	TX	76101-1718	Certified with Return Receipt (Signature)	94148118 98765416 877523	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 36
31309	08/23/2023		Pegasus Resources II LLC	PO Box 470698	Fort Worth	TX	76147-0698	Certified with Return Receipt (Signature)	94148118 98765416 877509	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 37
31309	08/23/2023		Pegasus Resources LLC	PO Box 733980	Dallas	TX	75373-3980	Certified with Return Receipt (Signature)	94148118 98765416 877592	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 38
31309	08/23/2023		PLM-1 Inc	PO Box 52070	Midland	TX	79710-2070	Certified with Return Receipt (Signature)	94148118 98765416 877547	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 39
31309	08/23/2023		Post Oak Mavros II LLC	34 S Wynden Dr Ste 210	Houston	TX	77056-2531	Certified with Return Receipt (Signature)	94148118 98765416 877585	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 40

**MANIFEST - 77800 - MRC - Big Game - Notice List30309569v1**

Parent ID	Mail Date	Company	Name	Address_1	City	ST	Zip	MailClass	Tracking	Well
31309	08/23/2023		Raleigh Hallum	6040 Camp Bowie Blvd Ste 64	Fort Worth	TX	76116-5601	Certified with Return Receipt (Signature)	94148118 98765416 877530	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 41
31309	08/23/2023		Sitio Permian LLC	1401 Lawrence St Ste 1750	Denver	CO	80202-3074	Certified with Return Receipt (Signature)	94148118 98765416 877578	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 42
31309	08/23/2023	C/O Spicewood Mineral Partners Lp	SMP Sidecar Titan Mineral Holdings LP	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	Certified with Return Receipt (Signature)	94148118 98765416 876212	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 43
31309	08/23/2023	C/O Spicewood Mineral Partners Lp	SMP Titan Flex LP	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	Certified with Return Receipt (Signature)	94148118 98765416 876250	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 44
31309	08/23/2023	C/O Spicewood Mineral Partners Lp	SMP Titan Mineral Holdings LP	4143 Maple Ave Ste 500	Dallas	TX	75219-3294	Certified with Return Receipt (Signature)	94148118 98765416 876267	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 45
31309	08/23/2023		Sortida Resources LLC	PO Box 50820	Midland	TX	79710-0820	Certified with Return Receipt (Signature)	94148118 98765416 876229	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 46
31309	08/23/2023		TBO Cattle Company LLC	4505 Mockingbird Ln	Midland	TX	79707-1617	Certified with Return Receipt (Signature)	94148118 98765416 876298	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 47
31309	08/23/2023		TD Minerals LLC	8111 Westchester Dr Ste 900	Dallas	TX	75225-6146	Certified with Return Receipt (Signature)	94148118 98765416 876243	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 48
31309	08/23/2023		William L Cravens	4241 Bordeaux Ave	Dallas	TX	75205-3717	Certified with Return Receipt (Signature)	94148118 98765416 876236	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 49
31309	08/23/2023		WLC Exempt Trust, William L Cravens Trustee	4241 Bordeaux Ave	Dallas	TX	75205-3717	Certified with Return Receipt (Signature)	94148118 98765416 876816	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 50

**MANIFEST - 77800 - MRC - Big Game - Notice List30309569v1**

Parent ID	Mail Date	Company	Name	Address_1	City	ST	Zip	MailClass	Tracking	Well
31309	08/23/2023		The United States of America	PO Box 25165	Denver	CO	80225-0165	Certified with Return Receipt (Signature)	94148118 98765416 876854	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 51
31309	08/23/2023		Bureau of Land Management	301 Dinosaur Trl	Santa Fe	NM	87508-1560	Certified with Return Receipt (Signature)	94148118 98765416 876861	77800 - MRC - Big Game - Notice List 30309569v1.XLSX - 52

**From:** [McClure, Dean, EMNRD](#) on behalf of [Engineer, OCD, EMNRD](#)  
**To:** [Paula M. Vance](#)  
**Cc:** [McClure, Dean, EMNRD](#); [Kautz, Paul, EMNRD](#); [Wrinkle, Justin, EMNRD](#); [Powell, Brandon, EMNRD](#); [Paradis, Kyle Q](#); [Walls, Christopher](#)  
**Subject:** Approved Administrative Order PLC-908  
**Date:** Friday, January 5, 2024 2:28:06 PM  
**Attachments:** [PLC908 Order.pdf](#)

NMOCD has issued Administrative Order PLC-908 which authorizes Matador Production Company (228937) to surface commingle or off-lease measure, as applicable, the following wells:

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-47064	Big Bucks Federal Com #501H	E/2 E/2 NE/4 NE/4	12-21S-32E 13-21S-32E	97895
30-025-47435	Big Bucks Federal Com #502H	E/2 E/2 NE/4 NE/4	12-21S-32E 13-21S-32E	97895
30-025-47065	Big Bucks Federal Com #601H	E/2 E/2 NE/4 NE/4	12-21S-32E 13-21S-32E	97895
30-025-46978	Big Stag Federal Com #503H	W/2 E/2 NW/4 NE/4	12-21S-32E 13-21S-32E	97895
30-025-46979	Big Stag Federal Com #552H	W/2 E/2 NW/4 NE/4	12-21S-32E 13-21S-32E	97895
30-025-47561	Big Stag Federal Com #304H	W/2 E/2 NW/4 NE/4	12-21S-32E 13-21S-32E	97895
30-025-47066	Big Stag Federal Com #504H	E/2 W/2 NE/4 NW/4	12-21S-32E 13-21S-32E	97895
30-025-47758	Big Bull Federal Com #305H	E/2 W/2 NE/4 NW/4	12-21S-32E 13-21S-32E	97895
30-025-47438	Big Bull Federal Com #602H	E/2 W/2 NE/4 NW/4	12-21S-32E 13-21S-32E	97895
30-025-46498	Big Moose Federal Com #505H	W/2 W/2 NW/4 NW/4	12-21S-32E 13-21S-32E	97895
30-025-46547	Big Moose Federal Com #506H	W/2 W/2 NW/4 NW/4	12-21S-32E 13-21S-32E	97895
30-025-46548	Big Moose Federal Com #604H	W/2 W/2 NW/4 NW/4	12-21S-32E 13-21S-32E	97895
30-025-47528	Big Stag Federal Com #303H	W/2 E/2 NW/4 NE/4	12-21S-32E 13-21S-32E	98033

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

## Federal Communitization Agreement

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

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of **July 2023**, 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:

**W/2E/2 of Section 12 & the NW/4NE/4 of Section 13, Township 21S, Range 32E, Lea County, New Mexico.**

Containing **200.00** acres, and this agreement shall include only the Wolfcamp Formation underlying said lands and the oil and gas hereafter referred to as "communitized substances," producible from such formation.

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

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

3. The Operator of the communitized area shall be **Matador Production Company 5400 Lyndon B Johnson Fwy, Suite 1500, Dallas, Texas, 75240**. All matters of operations shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced there from shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

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 **July 1, 2023**, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occur in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all

parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

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

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

**Operator:** Matador Production Company

\_\_\_\_\_  
Signature of Authorized Agent

**By:** Bryan A. Erman – Executive Vice President, General Counsel and Head of M&A  
Name & Title of Authorized Agent

**Date:** \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the Executive Vice President, General Counsel and Head of M&A of Matador Production Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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

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

**MRC Permian Company**

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

Bryan A. Erman – Executive Vice President, General Counsel and Head of M&A  
Print Name

**Date:** \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the Executive Vice President, General Counsel and Head of M&A of MRC Permian Company, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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

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

**MRC Hat Mesa, LLC**

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

Bryan A. Erman – Executive Vice President, General Counsel and Head of M&A  
Print Name

**Date:** \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF **TEXAS**)

COUNTY OF **DALLAS**)

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public for the State of Texas, personally appeared Bryan A. Erman, known to me to be the Executive Vice President, General Counsel and Head of M&A of MRC Hat Mesa, LLC, the corporation that executed the foregoing instrument and acknowledged to me such corporation executed the same.

(SEAL)

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

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



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

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

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

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

NAME: \_\_\_\_\_

Signature of office

Printed: Bryan A. Erman

TITLE: Executive Vice President, General Counsel and Head of M&A

Phone number : (972) -371-5200

**EXHIBIT "A"**

Plat of communitized area covering **W/2E/2 of Section 12 & the NW/4NE/4 of Section 13,**  
**Township 21S, Range 32E, Lea County, New Mexico.**

Big Stag Federal Com #303H

Section 12	<u>Tract 1</u> Fed Lease NMNM- 127892 120.00 Acres	
	<u>Tract 2</u> Fed Lease NMNM- 0553706 40.00 Acres	
	<u>Tract 1</u> Fed Lease NMNM- 127892 120.00 Acres	
Section 13	<u>Tract 3</u> Fed Lease NMNM- 014155 40.00 Acres	

**EXHIBIT “B”**

Attached to and made a part of that certain Communitization Agreement dated July 1, 2023, embracing the following described land in the W2E2 of Section 12 & the NW/4NE/4 of Section 13 of Township 21 South, Range 32 East, Lea County, New Mexico.

Operator of Communitized Area: **Matador Production Company**

**DESCRIPTION OF LEASES COMMITTED**

**Tract No. 1**

**Lease Serial Number:** NMNM-127892

**Description of Land Committed:** Township 21 South, Range 32 East,  
Section 12: W/2NE/4 & SW/4SE/4

**Number of Acres:** 120.00

**Current Lessee of Record:** MRC Permian Company - **75.00%**  
Hanley Petroleum, Inc. - **25.00%**

**Name of Working Interest Owners:** MRC Permian Company - **95.625%**  
MRC Hat Mesa, LLC - **4.375%**

**Tract No. 2**

**Lease Serial Number:** NMNM-0553706

**Description of Land Committed:** Township 21 South, Range 32 East,  
Section 12: NE/4SE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** ConocoPhillips Company

**Name of Working Interest Owners:** ConocoPhillips Company - **100%**

**Tract No. 3**

**Lease Serial Number:** NMNM-014155

**Description of Land Committed:** Township 21 South, Range 32 East,  
Section 13: NW/4NE/4

**Number of Acres:** 40.00

**Current Lessee of Record:** Leland A. Hodges

**Name of Working Interest Owners:** MRC Permian Company - **25.00%**  
MRC Hat Mesa, LLC - **75.00%**

**RECAPITULATION**

Tract No.	No. of Acres Committed	Percentage of Interest in Communitized Area
1	120.00	60.00%
2	40.00	20.00%
3	40.00	20.00%
Total	200.00	100.00%

**From:** [McClure, Dean, EMNRD](#)  
**To:** [Paula M. Vance](#)  
**Cc:** [Lowe, Leonard, EMNRD](#)  
**Subject:** RE: [EXTERNAL] RE: Action ID: 256912; PLC-908  
**Date:** Wednesday, December 27, 2023 4:47:00 PM  
**Attachments:** [APP 281679 901188.pdf](#)

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Thank you Paula.

Please submit a [C-103] Sub. General Sundry (C-103Z) akin to the attached example from EOG regarding the common ownership for the 30-025-46498 BIG MOOSE FEDERAL COM #505H. If you have any questions, please reach out to Mr. Leonard Lowe.

I'm not really sure what the story is regarding the HSUs assigned to this well as I do not see any actual change of plans in the well file. As such, I will go ahead and revert the HSU for this well back to the APD and C-104 which agrees with the desired HSU you have identified below.

Regarding the surface commingling application, I will recommend to the Director that a permit be issued with the presumption that the sundry referenced above will be submitted and approved, or if the sundry is not approved, that a NSL will be approved; regardless of which route is taken, that the HSU for #505H referenced in this email chain and the surface commingling application is correct.

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

---

**From:** Paula M. Vance <PMVance@hollandhart.com>  
**Sent:** Wednesday, December 27, 2023 10:35 AM  
**To:** McClure, Dean, EMNRD <Dean.McClure@emnrd.nm.gov>  
**Subject:** [EXTERNAL] RE: Action ID: 256912; PLC-908

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

Dean,

See supplemental information requested below/attached. Let me know if you need anything else. Thanks!

**Paula Vance**  
Associate, Holland & Hart LLP

[pmvance@hollandhart.com](mailto:pmvance@hollandhart.com) | T: (505) 954-7286 | M: (337) 280-9055

CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this email.

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**From:** McClure, Dean, EMNRD <[Dean.McClure@emnrd.nm.gov](mailto:Dean.McClure@emnrd.nm.gov)>  
**Sent:** Thursday, December 21, 2023 4:15 PM  
**To:** Paula M. Vance <[PMVance@hollandhart.com](mailto:PMVance@hollandhart.com)>  
**Subject:** Action ID: 256912; PLC-908

To whom it may concern (c/o Paula Vance for Matador Production Company),

The Division is reviewing the following application:

<b>Action ID</b>	256912
<b>Admin No.</b>	PLC-908
<b>Applicant</b>	Matador Production Company (228937)
<b>Title</b>	Big Bucks Tank Battery
<b>Sub. Date</b>	8/24/2023

Please provide the following additional supplemental documents:

- 

Please provide additional information regarding the following:

- Please confirm whether all the interest owners of **all of the production within this commingling project were notified** or only the interest owners in the new production being added to this commingling project. **All of the interest owners were notified.**
- Please confirm what the HSU should be for the 30-025-46498 BIG MOOSE FEDERAL COM #505H. **The Big Moose Federal Com 505H is dedicated to the W/2 W/2 of Section 12 and NW/4 NW/4 of Section 13. The ownership is uniform between the W/2 W/2 unit and the E/2 W/2 unit, so there is no NSL.**
- Please provide the CA packet for the area depicted below:

<b>CA Wolfcamp BLM</b>	<b>W/2 E/2</b>	<b>12-21S-32E</b>
	<b>NW/4 NE/4</b>	<b>13-21S-32E</b>

- **See attached.**

Additional notes:

- 

All additional supplemental documents and information may be provided via email and should be done by replying to this email. The produced email chain will be uploaded to the file for this application.

Please note that failure to take steps to address each of the requests made in this email within 10 business days of receipt of this email may result in the Division rejecting the application requiring the submittal of a new application by the applicant once it is prepared to address each of the topics raised.

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

LEGAL NOTICE  
August 29, 2023**Affidavit of Publication**STATE OF NEW MEXICO  
COUNTY OF LEA

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

Beginning with the issue dated  
August 29, 2023  
and ending with the issue dated  
August 29, 2023.

  
 Publisher

Sworn and subscribed to before me this  
29th day of August 2023.

  
 Business Manager

My commission expires

January 29, 2027  
(Seal)

STATE OF NEW MEXICO  
NOTARY PUBLIC  
GUSSIE RUTH BLACK  
COMMISSION # 1087526  
COMMISSION EXPIRES 01/29/2027

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

To: All affected parties, including: A G Andrikopoulos Resources Inc; Adelaide Church, his or her heirs and devisees; AEP EnCap HoldCo LLC; AEPXCON Management LLC; Arroyo Energy Fund LP; Chevron Midcontinent, L.P.; Colburn Oil LP; ConocoPhillips Company; Daniel M Leonard, his heirs and devisees; David Leonard, his heirs and devisees; Essence Resources LLC; Estate of Vernell T. Cravens, Dec'd; Flo-Tex Oil Co LLC; Fortis Minerals II LLC; GramPutt Investments LLC; Hanley Petroleum LLC; Indaba Investments Inc; Integrity Energy LLC; JackL Company; Louise Keffler, her heirs and devisees; KMF Land, LLC; Mabel, LLC; Marshall & Winston Inc; MerPel, LLC; Michael S Johnson Mangemnet Company Two, LLC; Monarch Resources, Ltd.; MRC Hat Mesa, LLC; MRC Permian Company; MSH Family Real Estate Partnership II LLC; Mt SI Oil & Gas LLC; Nancy A Leonard, her heirs and devisees; Nolan, LLC; Oak Valley Mineral and Land LP; Obie Hallum, his or her heirs and devisees; Office of Natural Resources; OP Leonard III; Pegasus Resources II LLC; Pegasus Resources LLC; PLM-1 Inc; Post Oak Mavros II LLC; Raleigh Hallum, his or her heirs and devisees; Sitio Permian LLC; SMP Sidecar Titan Mineral Holdings LP; SMP Titan Flex LP; SMP Titan Mineral Holdings LP; Sortida Resources LLC; TBO Cattle Company LLC; TD Minerals LLC; William L Cravens, his heirs and devisees; WLC Exempt Trust, William L Cravens Trustee; The United States of America; and Bureau of Land Management.

Application of Matador Production Company to amend NMOCD Order CTB-1052 and for administrative approval to surface commingle (lease and pool) oil and gas production from the spacing units comprising Section 12 and the N/2 N/2 of Section 13, Township 21 South, Range 32 East, NMPM, Lea County, New Mexico (the "Lands"). Matador Production Company (OGRID No. 228937) ("Matador") seeks to amend Administrative Order CTB-1052 ("Order CTB-1052"). Order CTB-1052 authorizes lease commingling, off-lease storage, off-lease measurement, and off-lease marketing at the Big Bucks Tank Battery of production from all existing and future wells drilled in the following spacing units:

(a) The 200-acre, more or less, spacing unit underlying the E/2 E/2 of Section 12 and NE/4 NE/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-08 S213304D; Bone Spring (97895). This spacing unit is currently dedicated to the **Big Bucks Federal Com #501H** well (API 30-025-47064); **Big Bucks Federal Com #502H** well (API 30-025-47435); and **Big Bucks Federal Com #601H** well (API 30-025-47065);

(b) The 200-acre, more or less, spacing unit underlying the W/2 E/2 of Section 12 and NW/4 NE/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-08 S213304D; Bone Spring (97895). This spacing unit is currently dedicated to the **Big Stag Federal Com #503H** well (API 30-025-46978) and **Big Stag Federal Com #552H** well (API 30-025-46979);

(c) The 200-acre, more or less, spacing unit underlying the E/2 W/2 of Section 12 and NE/4 NW/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-08 S213304D; Bone Spring (97895). This spacing unit is currently dedicated to the **Big Stag Federal Com #504H** well (API 30-025-47066); and

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

Pursuant to 19.15.12.7, Matador seeks to amend the terms of Order CTB-1052 to add to the terms of the order the production from the following infill wells:

(a) The 200-acre, more or less, spacing unit underlying the W/2 E/2 of Section 12 and NW/4 NE/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-08 S213304D; Bone Spring (97895). This spacing unit is currently dedicated to the **Big Stag Federal Com #304H** well (API 30-025-47561); and

(b) The 200-acre, more or less, spacing unit underlying the E/2 W/2 of Section 12 and NE/4 NW/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-08 S213304D; Bone Spring (97895). This spacing unit is currently dedicated to the **Big Bull Federal Com #305H** well (API 30-025-47758) and **Big Bull Federal Com #602H** well (API 30-025-47438);

Pursuant to 19.15.12.7, Matador seeks to amend the terms of Order CTB-1052 to add to the terms of the order the production from all existing and future infill wells drilled in the following spacing units:

(a) The 200-acre, more or less, spacing unit underlying the W/2 E/2 of Section 12 and NW/4 NE/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-10 S213328O; Wolfcamp (98033). This spacing unit is currently dedicated to the **Big Stag Federal Com #303H** well (API 30-025-47528);

(b) The 200-acre, more or less, spacing unit underlying the W/2 W/2 of Section 12 and NW/4 NW/4 of Section 13, Township 21 South, Range 32 East, in the WC-025 G-08 S213304D; Bone Spring (97895). This spacing unit is currently dedicated to the **Big Moose Federal Com #505H** well (API 30-025-46498), **Big Moose Federal Com #506H** well (API 30-025-46547) and **Big Moose Federal Com #604H** well (API 30-025-46548).

Any objection to this application must be filed in writing within twenty days from date of publication with the New Mexico Oil Conservation Division, 1220 South St. Francis Drive, Santa Fe, New Mexico, 87505. If no objection is received within this twenty-day period, this application may be approved administratively by the Division. If you have any questions about this application, please contact Kyle Perkins, Matador Production Company, (972) 371-5202 or KPerkins@matadorresources.com.  
#00282018

67100754

00282018

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

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

**APPLICATION FOR SURFACE COMMINGLING  
SUBMITTED BY MATADOR PRODUCTION COMPANY**

**ORDER NO. PLC-908**

**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. Matador Production Company (“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 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.
4. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.
5. 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.
6. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools, leases, and wells in accordance with 19.15.12.10.C.(4)(g) NMAC.
7. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease identified in Exhibit A.
8. 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**

9. 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.
10. 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.
11. 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.
12. 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.
13. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10.B.(3) NMAC and 19.15.12.10.C.(4)(h) NMAC.
14. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10.C.(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.
15. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

### **ORDER**

1. 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 or gas title transfer meter described in Exhibit A.

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

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

2. This Order supersedes Order CTB-1052.
3. 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.

4. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease identified in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.
5. The allocation of oil and gas production shall be based on the production life of each well as measured for three periods: (a) the initial production period shall be measured from the first production until the earlier of either the peak production rate or thirty (30) days after the first production; (b) the plateau period shall be measured from the end of the initial production period to the peak decline rate; and (c) the decline period shall be measured from the end of the plateau period until the well is plugged and abandoned.

During the initial production period, the oil and gas production for each well identified in Exhibit A shall be allocated using a production curve calculated from a minimum of ten (10) well tests per month, except that any day in which a well test cannot achieve an accurate result due to a temporary change in oil and gas production shall not be included in the computation of time determining the well test schedule. The production curve shall be calculated by interpolating daily production for each day using the known daily production obtained by well tests and shall use a method of interpolation that is at minimum as accurate as maintaining a constant rate of change for each day's production between the known daily production values.

During the plateau period, the oil and gas production for each well identified in Exhibit A shall be allocated using a minimum of three (3) well tests per month.

During the decline period, the oil and gas production for each well identified in Exhibit A shall be allocated as follows: (a) a minimum of three (3) well tests per month when the decline rate is greater than twenty-two percent (22%) per month; (b) a minimum of two (2) well tests per month when the decline rate is between twenty-two percent (22%) and ten percent (10%) per month; and (c) a minimum of one (1) well test per month when the decline rate is less than ten percent (10%) per month.

Upon OCD's request, Applicant shall submit a Form C-103 to the OCD Engineering Bureau that contains the decline rate curve and other relevant information demonstrating the production life of a well.

Applicant shall conduct a well test by separating and metering the oil and gas production from that well for either (a) a minimum of twenty-four (24) consecutive hours; or (b) a combination of nonconsecutive periods that meet the following conditions: (i) each period shall be a minimum of six (6) hours; and (ii) the total duration of the nonconsecutive periods shall be a minimum of eighteen (18) hours.

The well test requirements of this Order shall be suspended for any well shut-in for a period that continues for more than fifteen (15) days until the well commences production.

6. 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.
7. 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.
8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10.C.(2) NMAC.
9. 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.
10. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10.C.(4)(g) NMAC,

provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.

11. If a well is not included in Exhibit A but produces from a pool and lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.
12. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
13. 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).
14. 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**

  
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**DYLAN M. FUGE**  
**DIRECTOR (ACTING)**

**DATE:** 1/5/24

State of New Mexico  
Energy, Minerals and Natural Resources Department

## Exhibit A

Order: **PLC-908**

Operator: **Matador Production Company (228937)**

Central Tank Battery: **Big Bucks Tank Battery**

Central Tank Battery Location: **UL B, Section 12, Township 21 South, Range 32 East**

Gas Title Transfer Meter Location: **UL B, Section 12, Township 21 South, Range 32 East**

### Pools

Pool Name	Pool Code
WC-025 G-08 S213304D; BONE SPRING	97895
WC-025 G-10 S213328O; WOLFCAMP	98033

### Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring NMNM 105726733 (143047)	E/2 E/2	12-21S-32E
	NE/4 NE/4	13-21S-32E
CA Bone Spring NMNM 105674740 (141569)	W/2 W/2	12-21S-32E
	NW/4 NW/4	13-21S-32E
CA Bone Spring NMNM 105720812 (143836)	W/2 E/2	12-21S-32E
	NW/4 NE/4	13-21S-32E
NMNM 105394590 (127892)	B C F G K N O	12-21S-32E
NMNM 105557932 (0553706)	J	12-21S-32E
NMNM 105555720 (014155)	B C	13-21S-32E

### Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-47064	Big Bucks Federal Com #501H	E/2 E/2	12-21S-32E	97895
		NE/4 NE/4	13-21S-32E	
30-025-47435	Big Bucks Federal Com #502H	E/2 E/2	12-21S-32E	97895
		NE/4 NE/4	13-21S-32E	
30-025-47065	Big Bucks Federal Com #601H	E/2 E/2	12-21S-32E	97895
		NE/4 NE/4	13-21S-32E	
30-025-46978	Big Stag Federal Com #503H	W/2 E/2	12-21S-32E	97895
		NW/4 NE/4	13-21S-32E	
30-025-46979	Big Stag Federal Com #552H	W/2 E/2	12-21S-32E	97895
		NW/4 NE/4	13-21S-32E	
30-025-47561	Big Stag Federal Com #304H	W/2 E/2	12-21S-32E	97895
		NW/4 NE/4	13-21S-32E	
30-025-47066	Big Stag Federal Com #504H	E/2 W/2	12-21S-32E	97895
		NE/4 NW/4	13-21S-32E	
30-025-47758	Big Bull Federal Com #305H	E/2 W/2	12-21S-32E	97895
		NE/4 NW/4	13-21S-32E	
30-025-47438	Big Bull Federal Com #602H	E/2 W/2	12-21S-32E	97895
		NE/4 NW/4	13-21S-32E	

30-025-46498	Big Moose Federal Com #505H	W/2 W/2 NW/4 NW/4	12-21S-32E 13-21S-32E	97895
30-025-46547	Big Moose Federal Com #506H	W/2 W/2 NW/4 NW/4	12-21S-32E 13-21S-32E	97895
30-025-46548	Big Moose Federal Com #604H	W/2 W/2 NW/4 NW/4	12-21S-32E 13-21S-32E	97895
30-025-47528	Big Stag Federal Com #303H	W/2 E/2 NW/4 NE/4	12-21S-32E 13-21S-32E	98033

State of New Mexico  
Energy, Minerals and Natural Resources Department

Exhibit B

Order: PLC-908  
Operator: Matador Production Company (228937)

Pooled Areas

Pooled Area	UL or Q/Q	S-T-R	Acres	Pooled Area ID
CA Bone Spring NMNM 105720813 (143837)	E/2 W/2 NE/4 NW/4	12-21S-32E 13-21S-32E	200	B
CA Wolfcamp BLM	W/2 E/2 NW/4 NE/4	12-21S-32E 13-21S-32E	200	D

Leases Comprising Pooled Areas

Lease	UL or Q/Q	S-T-R	Acres	Pooled Area ID
NMNM 105394590 (127892)	E/2 W/2	12-21S-32E	160	B
NMNM 105555720 (014155)	C	13-21S-32E	40	B
NMNM 105394590 (127892)	B G O	12-21S-32E	120	D
NMNM 105557932 (0553706)	J	12-21S-32E	40	D
NMNM 105555720 (014155)	B	13-21S-32E	40	D

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

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

CONDITIONS

Action 256912

CONDITIONS

Operator: MATADOR PRODUCTION COMPANY One Lincoln Centre Dallas, TX 75240	OGRID: 228937
	Action Number: 256912
	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.	1/5/2024