

NEW MEXICO STATE LAND OFFICE
Guidelines for Requesting Commingling Approval

1. A commingling agreement from the New Mexico State Land Office is not required if the commingling operation does not contain New Mexico State Trust acreage.
2. If State Trust acreage will be part of a proposed commingling operation:
 - a. Commingling of production of all wells from the same pool within a single lease, communitized area, or unit area is permitted without additional Land Commissioner approval.
 - b. Surface commingling (including off-lease storage) from more than one pool, and/or from more than one lease, communitized area, unit area, or a combination of leases/communitized areas/unit areas, requires additional Land Commissioner approval.
 - c. Downhole commingling of multiple producing pools in a single well bore requires Land Commissioner approval unless the pools or the area in which the well is located are listed as pre-approved in NMAC 19.15.12.11(E).

The attached application form describes the process for submitting a commingling application to the New Mexico State Land Office.



APPLICATION FOR
COMMINGLING AND OFF-LEASE STORAGE
ON STATE TRUST LANDS



This application form is required for all commingling applications requiring approval by the Commissioner of Public Lands.

Applicant: MEWBOURNE OIL COMPANY / GRANT ROTH 14744

Well Name: CABRA NINO 11 B3NC STATE COM #1H API #: 30-025-42597

Pool: [96553] OJO CHISO, BONE SPRING

OPERATOR NAME: Mewbourne Oil Company

OPERATOR ADDRESS: 4801 Business Park Blvd. PO Box 5270, Hobbs NM, 88240

APPLICATION REQUIREMENTS – SUBMIT:

- 1. New Mexico Oil Conservation Division (NMOCD) application packet (or equivalent information if no application is required by NMOCD),
2. Commingling application fee of \$150.

CERTIFICATION: To the best of my knowledge,

- All business leases and rights-of-way necessary for conducting the proposed operation on State Trust lands have been applied for or obtained,
The information submitted with this application is accurate and complete, and
No loss will accrue to the state of New Mexico as a result of the proposed operation.

I also understand that no action will be taken on this application until the required information and fee are submitted to the State Land Office.

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

GRANT ROTH

Print or Type Name

Grant Roth
Signature

1/19/2026

Date

575-393-5905

Phone Number

grant.roth@mewbourne.com

e-mail Address

Submit application to:
Commissioner of Public Lands
Attn: Commingling Manager
PO Box 1148
Santa Fe, NM 87504-1148

Questions?
Contact the Commingling Manager:
505.827.5791

Upon approval, the requesting organization will receive an acknowledgment letter from the Commissioner of Public Lands.

MEWBOURNE OIL COMPANY
4801 Business Park Blvd
Hobbs, NM 88240
575-393-5905
January 19, 2026

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

Commissioner of Public Lands
Attn: Commingling Manager
PO Box 1148
Santa Fe, NM 87504-1148


RE: Application for Lease Commingle / CTB / Off-Lease Measurement

To: Whom It May Concern

Mewbourne Oil Company ("Mewbourne") is requesting permission to surface commingle production from two wells and all future wells located on State leases B009350005 & B010400014, which comprise portions of section 11, T22S, R34E, Lea County, New Mexico. All oil production from each well is to be stored in a central tank battery located in the SESW of section 11, T22S, R34E, Lea County, New Mexico. All gas production will be measured off lease by a common gas sales meters (3 Bear MM #213008005) located in the SESE of section 11, T22S, R34E, Lea County, New Mexico. Information detailing each well is attached.

Please find the following enclosed:

- Cover Letter
- Commingle Summary Page
- Form C102 of wells & battery
- Detailed Maps: lease boundaries & facility locations
- Application Checklist
- Form C-107B
- State Land Office Application
- Copy of letter sent certified to all involved parties
- List of all involved parties

Signed: 
Printed Name: Grant Roth
Title: Petroleum Engineer
Date: 1/19/2026

APPLICATION FOR LEASE COMMINGLING / CTB / OFF-LEASE MEASUREMENT**Commingling procedure for the Cabra Nino 11 leases:**

Mewbourne Oil Company is requesting approval for lease commingling / OLM production from 2 wells located on State leases below in a Central Tank Battery "CTB":

Well Name	Location	API #	Pool #	MCFPD	Dry BTU @ 14.73 PSI
CABRA NINO 11 B3MD STATE COM #1H	320' FSL & 730' FWL, Sec 11, T22S, R34E	30-025-42598	[96553] OJO CHISO, BONE SPRING	~220	~1250
CABRA NINO 11 B3NC STATE COM #1H	260' FSL & 1800' FWL, Sec 11, T22S, R34E	30-025-42597	[96553] OJO CHISO, BONE SPRING	~150	~1250

Future Additions

Pursuant to Statewide Rule 19.15.12.10(C)(4)(g) Mewbourne Oil Company respectfully requests the option to include additional leases or pools within the defined parameters set forth in the Order for future additions.

Oil, Water, & Gas metering

The central tank battery in the SESW of Section 11, T22S, R34E, Lea County, New Mexico. The production for both wells will come to its own separator. From the separator production will be allocated as follows:

Oil Metering:

Oil volumes from each well producing to the battery will be determined by using an allocation meter at the facility for each well. Oil from each separator will be metered and then sent to a heater treater (HT). Oil from the HT will then flow to a vapor recovery tower (VRT) and then to the 750 BBL oil tanks (OT). Oil production will be allocated on a daily basis based on the oil allocation meter downstream of the separator. This meter will be proven based on API, NMOCD and BLM specifications by tank testing. This process is performed by isolating a well to specific oil tanks and calibrating the meter based on the production numbers. The oil production from these wells listed above will be measured, commingled and then sold via truck haul or LACT.

Water Metering:

Water volumes from each well producing to the battery will be determined by using an allocation meter at the facility for each well. Water from each separator will be metered and sent to the 1000 BBL gun barrel (GB). From the GB the water will be sent to the 750 BBL water tanks (WT). Water production will be allocated on a daily basis based on the water allocation meter downstream of the separator. The water production from these wells listed above will be measured, commingled and disposed of via truck haul or pipelined to disposal purposes. Wells are allocated their proportionate share of the CTB's daily gas, oil, and water volumes based on their most recent well test. VRU gas volumes are measured using an orifice meter & allocated back to each well based on the well's respective percentage of the CTB's oil volume.

Gas Metering:

Gas volumes from each well producing to these batteries will be determined by using an allocation gas meter after the separator at the facility for each well. The gas production from all wells listed above will be measured, commingled, and then sold on lease using the 24 hr. well test method. A 3 Bear common gas sales meter #213008005 will be located off lease in the SESE of section 11, T22S, R34E, Lea County, New Mexico. This meter is calibrated on a regular basis per API, NMOCD and BLM specifications.

Additional Application Components


Enclosed is a site facility diagram that shows the flow of production in detail. Also enclosed is a map detailing the lease boundaries, well(s), battery, and FMP location(s).

The oil and gas meters will be calibrated on a regular basis per API, NMOCD and BLM specifications.

Commingling will not reduce the individual wells' production value or otherwise adversely affect the interest owners. It is the most effective means of producing the reserves.

The surface commingle application will be submitted separately for approval per NMOCD and BLM regulations.

Mewbourne Oil Company understands the requested approval will not constitute the granting of any right-of-way or construction rights not granted by the lease instrument.

Signed: 
Printed Name: Grant Roth
Title: Petroleum Engineer
Date: 1/19/2026

Economic Justification

Well Name	BOPD EST	Oil Gravity @ 60°	Value/bbl	MCFPD	Dry BTU @ 14.73 PSI	Value/MCF
CABRA NINO 11 B3MD STATE COM #1H	~170	42	\$60	~220	~1250	\$2.50
CABRA NINO 11 B3NC STATE COM #1H	~120	42	\$60	~150	~1250	\$2.50
CTB Combined	~290	42	\$60	~370	~1250	\$2.50

Process and Flow Descriptions:

The flow of production is shown in detail on the enclosed facility diagram and map which shows lease boundaries, wells, and the central tank battery location. The commingling of production is in the interest of conservation and waste and will result in the most effective economic means of producing the reserves in place from the affected wells and will not result in reduced royalty or improper measurement of production.

Working, royalty, & overriding interest owners have been notified of the proposal via certified mail (see attached).

Signed:



Printed Name: Grant Roth

Title: Petroleum Engineer

Date: 1/19/2026

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

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

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

HOBBS OCD

DEC 18 2016

RECEIVED

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number 30-025-42597		2 Pool Code 96553		3 Pool Name Ojo Chise; Bone Spring					
4 Property Code 314872		5 Property Name CABRA NINO 11 B3NC STATE COM				6 Well Number 1H			
7 GRID NO. 14744		8 Operator Name MEWBOURNE OIL COMPANY				9 Elevation 3523'			
10 Surface Location									
UL or lot no. N	Section 11	Township 22S	Range 34E	Lot Idn	Feet from the 260	North/South line SOUTH	Feet From the 1800	East/West line WEST	County LEA
11 Bottom Hole Location If Different From Surface									
UL or lot no. C	Section 11	Township 22S	Range 34E	Lot Idn	Feet from the 340	North/South line North	Feet from the 1834	East/West line West	County Lea
12 Dedicated Acres 160		13 Joint or Infill		14 Consolidation Code		15 Order No.			

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

	<p>17 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>Signature: Jackie Lathan Date: 1/28/16</p> <p>Printed Name: Jackie Lathan</p> <p>E-mail Address:</p>
	<p>18 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>4-27-15 Date of Survey</p> <p>Signature and Seal of Professional Surveyor</p> <p>19680 Certificate Number</p>

RRC - Firm No.: TX 10193838 NM 4655451 - Job No.: LS1504139

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1625 N. French Dr., Hobbs, NM 88240
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State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

HOBBS OCD
SEP 21 2017

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

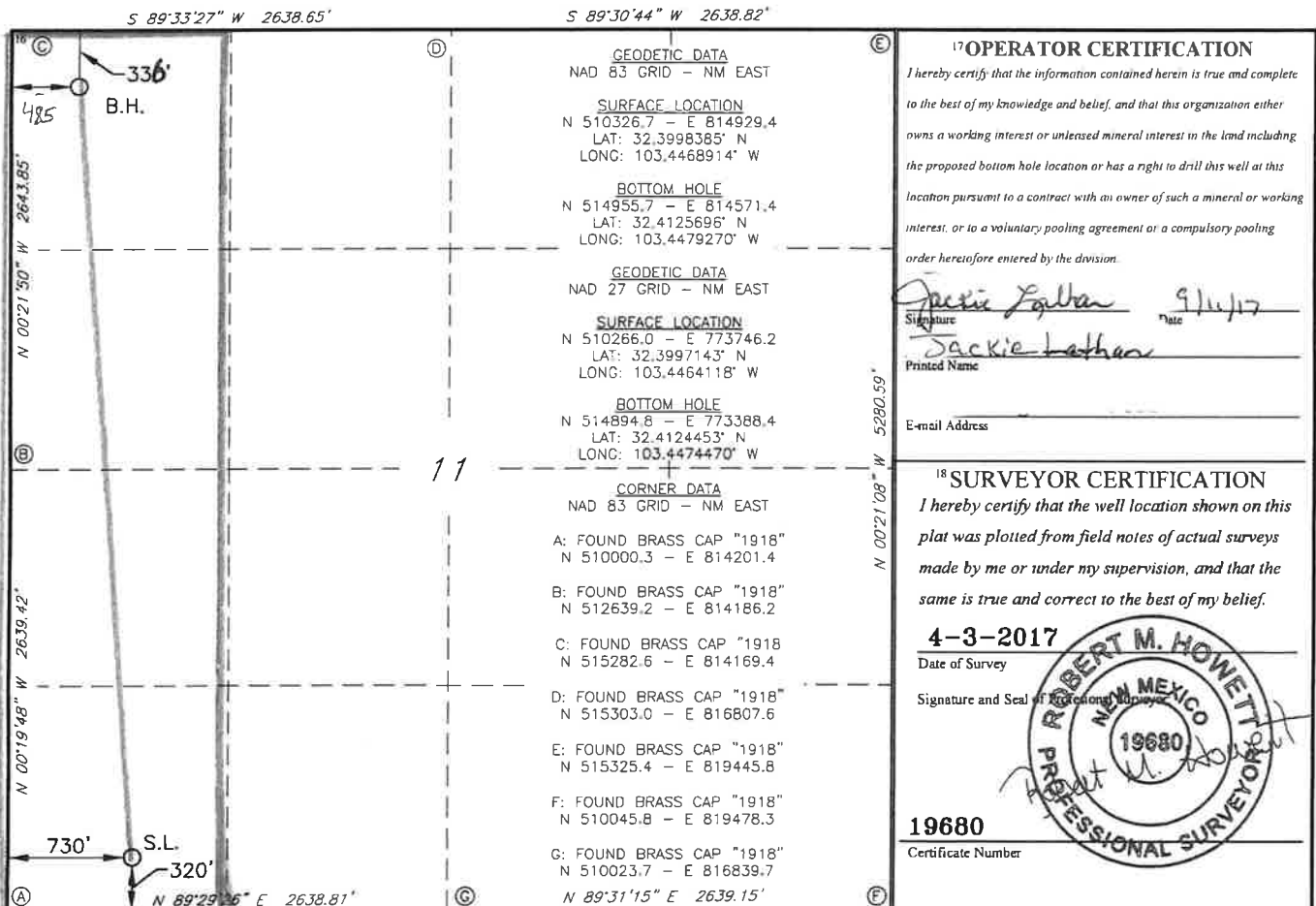
RECEIVED

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number 30-025-42598		2 Pool Code 96553		3 Pool Name OJO CHISO BONE SPRING					
4 Property Code 314873		5 Property Name CABRA NINO 11 B3MD STATE COM						6 Well Number 1H	
7 OGRID NO. 14744		8 Operator Name MEWBOURNE OIL COMPANY						9 Elevation 3532'	
10 Surface Location									
UL or lot no. M	Section 11	Township 22S	Range 34E	Lot Idn	Feet from the 320	North/South line SOUTH	Feet From the 730	East/West line WEST	County LEA
11 Bottom Hole Location If Different From Surface									
UL or lot no. D	Section 11	Township 22S	Range 34E	Lot Idn	Feet from the 336	North/South line NORTH	Feet from the 485	East/West line WEST	County LEA
12 Dedicated Acres 160	13 Joint or Infill	14 Consolidation Code		15 Order No.					

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



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

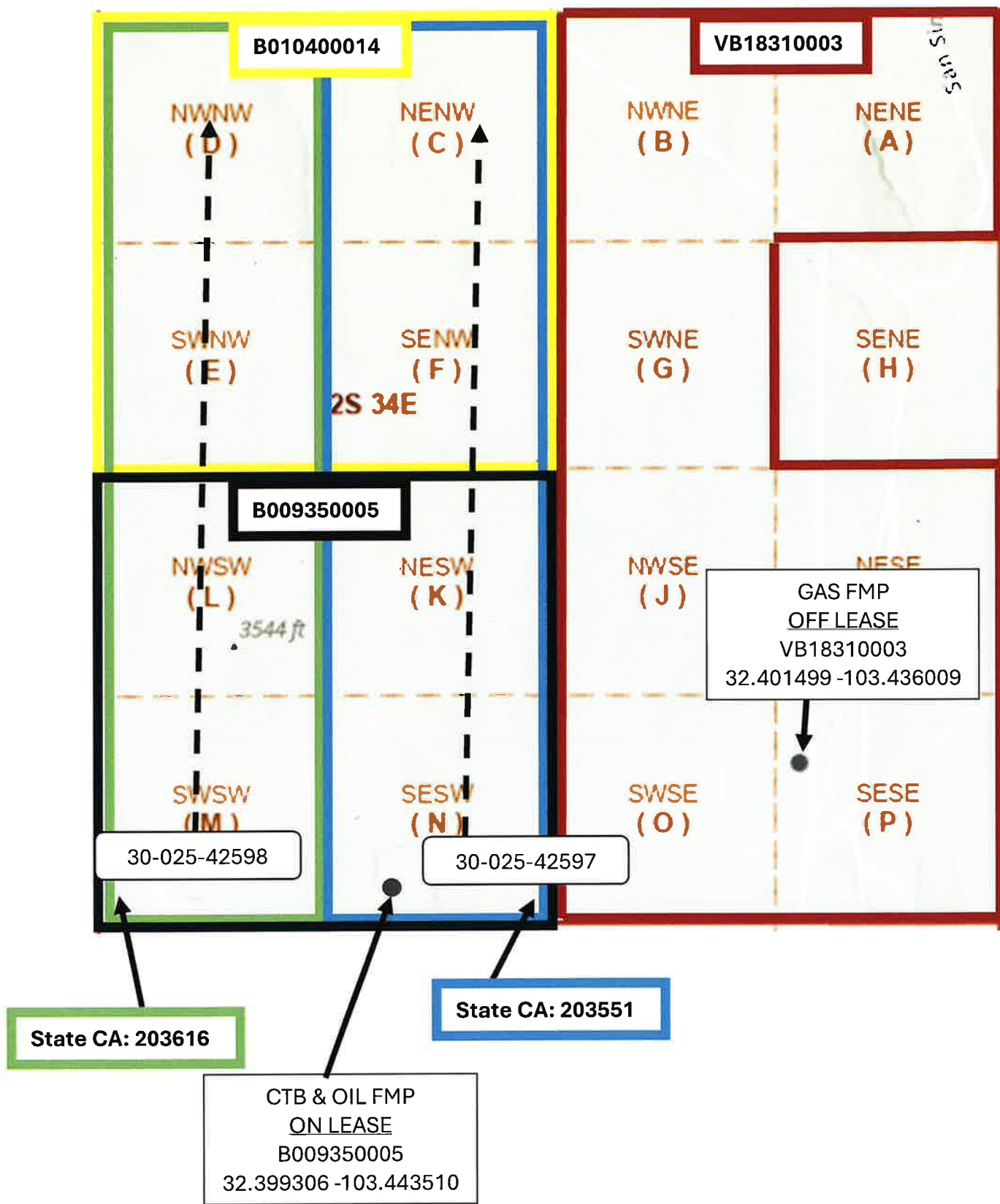
Signature: Jackie Lathan Date: 9/11/17
Printed Name: Jackie Lathan
E-mail Address:

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.

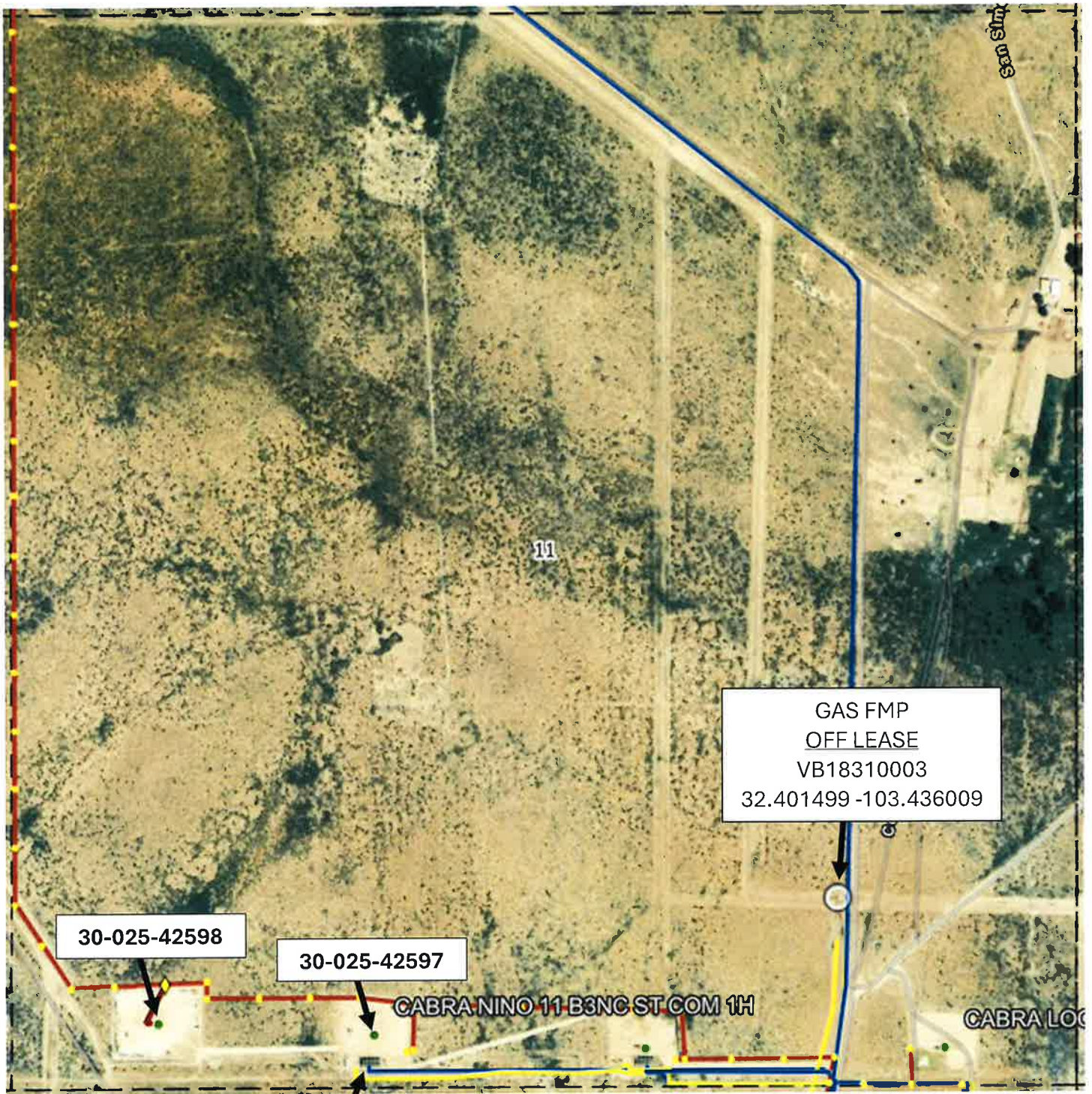
4-3-2017
Date of Survey
Signature and Seal of Robert M. Howett
19680
Certificate Number

RRC-Job No.: LS1504138R

LEASE BOUNDARY / CA MAP:



Aerial View


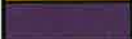


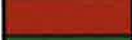



30-025-42598

30-025-42597

GAS FMP
OFF LEASE
VB18310003
32.401499 -103.436009

CTB & OIL FMP
ON LEASE
B009350005
32.399306 -103.443510

FLOWLINE LEGEND	
	PRODUCTION FLOWLINE
	INJECTION LINE
	GAS LINE
	WATER LINE
	ELECTRICAL
	DUMP LINE

Facility Diagram	
Operator	Mechbourne Oil Company
Facility Name	CABRA NINO 11 B3NC ST COM #1H BATTERY
Facility Location	32.399306 -103.443510
Lease Breakdown	(80 ACRES B009350005)/(80 ACRES B010400014); (100% STATE)
Pool	[96553] O/O CHISO, BONE SPRING
Wells in Facility	API #
CABRA NINO 11 B3MD STATE	30-025-42598
COM #1H	30-025-42597
CABRA NINO 11 B3NC STATE	
COM #1H	

CTB & OIL FMP
ON LEASE
B009350005
32.399306 -103.443510

FLOWLINE LEGEND	
	OIL LINE
	WATER LINE
	GAS LINE
	LOAD LINE (OIL)
	CIRC LINE

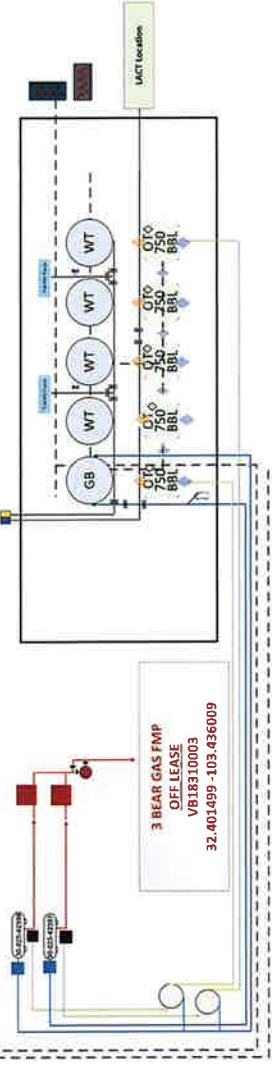
GIRDERPARRING VALVE #1	REWORKING VALVE #2	SALES VALVE #3	PRODUCTION VALVE #4
SEAL REQUIREMENTS	SEAL CLOSED	SEAL OPEN	SEAL OPEN
SALES PHASE	1, 2, 4	3	4
PRODUCTION PHASE	1, 2, 3		

ICON	DESCRIPTION
	3 PHASE HORIZONTAL BULK SEPARATOR
	3 PHASE HORIZONTAL SEPARATOR
	HORIZONTAL HEATER TREATER
	VERTICAL HEATER TREATER
	FLARE
	BULKVAT
	TESTVAT
	OIL TANK
	GAS BARREL (GB)
	WATER TANK
	WATER TUBE
	AIR COMPRESSOR
	VALV
	LACT
	WATER ALLOCATION METER
	OIL ALLOCATION METER
	GAS ALLOCATION METER

⊙ CABRA NINO 11 B3NC STATE COM #1H



- Meter
- Inline Flange
- Scrubber Pot
- Ball Valve
- Screw Valve
- RT Booster
- Header
- Check Valve



ENTRANCE

DATE IN	SUSPENSE	ENGINEER	LOGGED IN	TYPE	APP NO.
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ABOVE THIS LINE FOR DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION

- Engineering Bureau -



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

Application Acronyms:

- [NSL-Non-Standard Location] [NSP-Non-Standard Proration Unit] [SD-Simultaneous Dedication]**
- [DHC-Downhole Commingling] [CTB-Lease Commingling] [PLC-Pool/Lease Commingling]**
- [PC-Pool Commingling] [OLS - Off-Lease Storage] [OLM-Off-Lease Measurement]**
- [WFX-Waterflood Expansion] [PMX-Pressure Maintenance Expansion]**
- [SWD-Salt Water Disposal] [IPI-Injection Pressure Increase]**
- [EOR-Qualified Enhanced Oil Recovery Certification] [PPR-Positive Production Response]**

- [1] **TYPE OF APPLICATION** - Check Those Which Apply for [A]
- [A] Location - Spacing Unit - Simultaneous Dedication
 NSL NSP SD
 - Check One Only for [B] or [C]
 - [B] Commingling - Storage - Measurement
 DHC CTB PLC PC OLS OLM
 - [C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery
 WFX PMX SWD IPI EOR PPR
 - [D] Other: Specify _____
- [2] **NOTIFICATION REQUIRED TO:** - Check Those Which Apply, or Does Not Apply
- [A] Working, Royalty or Overriding Royalty Interest Owners
 - [B] Offset Operators, Leaseholders or Surface Owner
 - [C] Application is One Which Requires Published Legal Notice
 - [D] Notification and/or Concurrent Approval by BLM or SLO
U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office
 - [E] For all of the above, Proof of Notification or Publication is Attached, and/or,
 - [F] Waivers are Attached
- [3] **SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED ABOVE.**
- [4] **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.

Grant Roth



Petroleum Engineer

1/19/2026

Print or Type Name

Signature

Title

Date

grant.roth@mewbourne.com
e-mail Address

DATE IN	SUSPENSE	ENGINEER	LOGGED IN	TYPE	APP NO.
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ABOVE THIS LINE FOR DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION

- Engineering Bureau -



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[1] **TYPE OF APPLICATION** - Check Those Which Apply for [A]

- [A] Location - Spacing Unit - Simultaneous Dedication
 NSL NSP SD

Check One Only for [B] or [C]

- [B] Commingling - Storage - Measurement
 DHC CTB PLC PC OLS OLM

- [C] Injection - Disposal - Pressure Increase - Enhanced Oil Recovery
 WFX PMX SWD IPI EOR PPR

[D] Other: Specify _____

[2] **NOTIFICATION REQUIRED TO:** - Check Those Which Apply, or Does Not Apply

- [A] Working, Royalty or Overriding Royalty Interest Owners
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U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office
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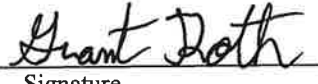
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Grant Roth



Petroleum Engineer

1/19/2026

Print or Type Name

Signature

Title

Date

grant.roth@mewbourne.com

e-mail Address

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: Mewbourne Oil Company

OPERATOR ADDRESS: 4801 Business Park BLVD PO Box 5270 Hobbs NM 88240

APPLICATION TYPE:

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

LEASE TYPE: Fee State Federal

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

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

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

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

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

- (1) Pool Name and Code.
 (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: Grant Roth TITLE: Petroleum Engineer DATE: 1/19/2026

TYPE OR PRINT NAME: Grant Roth TELEPHONE NO.: 575-393-5905

E-MAIL ADDRESS: grant.roth@mewbourne.com

Well Name	Location	API #	Pool #	MCFPD	Dry BTU @ 14.73 PSI
CABRA NINO 11 B3MD STATE COM #1H	320' FSL & 730' FWL, Sec 11, T22S, R34E	30-025-42598	[96553] OJO CHISO, BONE SPRING	~220	~1250
CABRA NINO 11 B3NC STATE COM #1H	260' FSL & 1800' FWL, Sec 11, T22S, R34E	30-025-42597	[96553] OJO CHISO, BONE SPRING	~150	~1250

Notice List Cabra Nino 11 Commingle

OWNER NAME	ADDRESS	CITY	STATE	ZIP	CERTIFIED NUMBER
Bureau of Land Management	620 E. Greene Street	Carlsbad	NM	88220	9414836208551293991874
Commissioner of Public Lands -	P.O. Box 1148	Santa Fe	NM	87504	9414836208551293991850
Engineering Bureau New Mexico	1220 S. St. Francis Drive	Santa Fe	NM	87505	9414836208551293991843
NM State Land Office	310 Old Santa Fe Trail	Santa Fe	NM	87501	9414836208551293991867
Synterra Oil & Gas Company Inc.	5847 San Felipe Street, Ste. 2900	Houston	TX	77057	9414836208551293991898
Permian Resources Operating LLC	300 N. Marienfeld Street, Ste. 1000	Midland	TX	79701	9414836208551293991904
ExxonMobil Oil Corporation c/o XTO Energy Inc.	2277 Springwoods Village Pkwy.	Spring	TX	77389	9414836208551293991881

OWNERSHIP STATEMENT BY QUALIFIED PETROLEUM LANDMAN:

19.15.12.7 DEFINITIONS:

A. "Diverse ownership" means leases or pools have different working, royalty or overriding royalty interest owners or different ownership percentages of the same working, royalty or overriding royalty interest owners.

B. "Identical ownership" means leases or pools have the same working, royalty and overriding royalty owners in exactly the same percentages.

Ownership in pools and leases to be commingled is:

DIVERSE (as defined in 19.15.12.7 A. NMAC)

IDENTICAL (as defined in 19.15.12.7 B. NMAC)

Signed: ASalgado

Printed Name: Adriana Salgado

Title: Petroleum Landman

Date: 1/21/2026

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO


**Mewbourne Oil Co
Cabra Nino 11 B3MD State Com #1H
Vertical Extent: Bone Spring
Township: 22 South, Range: 34 East, NMPM
Section 11 : W2W2
Lea County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **May 1, 2017**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **7th day of August, 2017**.



COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

STATE/STATE
OR
STATE/FEE
REV. 2/13

COMMUNITIZATION AGREEMENT

STATE OF NEW MEXICO) KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of the May 1, 2017, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized area on an acreage or other basis found by the Commissioner to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring formation (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

JUL 14 AM 8:19

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 undersigned as follows:

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

Township 22 South, Range 34 East, N.M.P.M.

Section 11: W/2W/2

Lea County, New Mexico,

containing 160.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "Communitized Substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit "A" showing the acreage, and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

2017 JUL 14 AM 8:19

4. *The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.*
5. *There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.*
6. *The commencement, completion, and continued operation or production of a well or wells for communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.*
7. *The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.*
8. *Mewbourne Oil Company shall be the Operator of said communitized area and all matters of operation shall be determined and performed by Mewbourne Oil Company.*
9. *This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well.*


Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. *Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.*
11. *It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.*
12. *If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.*
13. *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 instruments, 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.*
14. *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.*

2017 JUL 14 AM 8:19

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.


MEWBOURNE OIL COMPANY
(Operator and Working Interest Owner)

By: 

Drew Robison, Attorney-in-Fact

**LEACO NEW MEXICO EXPLORATION &
PRODUCTION LLC**
(Record Title Owner and
Overriding Royalty Interest Owner)

By: _____
Amy D. Lindsey, Attorney-in-Fact


EXXON MOBIL CORPORATION 
By: XTO Energy Inc., Agent and Attorney-in-Fact
(Record Title Owner and Working Interest Owner)

By: 

Edwin S. Ryan, Jr., Senior Vice President - Land

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

MEWBOURNE OIL COMPANY
(Operator and Working Interest Owner)

By: 
Drew Robison, Attorney-in-Fact

**LEACO NEW MEXICO EXPLORATION &
PRODUCTION LLC**
(Record Title Owner and
Overriding Royalty Interest Owner)

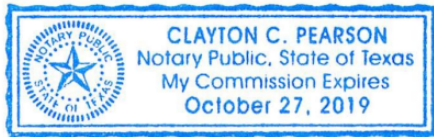
By: 
Amy D. Lindsey, Attorney-in-Fact ASP

EXXON MOBIL CORPORATION
By: XTO Energy Inc., Agent and Attorney-in-Fact
(Record Title Owner and Working Interest Owner)

By: _____
Edwin S. Ryan, Jr., Senior Vice President - Land

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 10th day of May 2017, by Drew Robison, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of said corporation.



Clayton C. Pearson
Notary Public
10/27/2019
My Commission expires

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 26 day of June 2017, by Amy D. Lindsey, Attorney-in-Fact of **LeaCo New Mexico Exploration & Production LLC**, a Delaware limited liability company on behalf of said limited liability company.



Toni P. Isbell
Notary Public
01-15-2021
My Commission expires

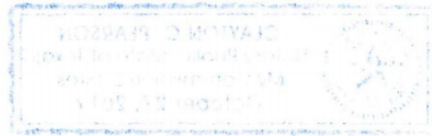
STATE OF TEXAS)
)ss
COUNTY OF TARRANT)

This instrument was acknowledged before me this _____ day of _____ 2017, by Edwin S. Ryan, Jr., Senior Vice President - Land of XTO Energy Inc., a Delaware corporation on behalf of said corporation as Agent and Attorney-in-Fact of **Exxon Mobil Corporation**.

Notary Public

My Commission expires

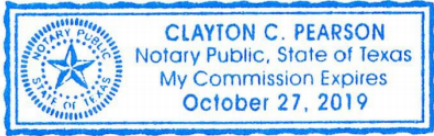
2017 JUL 14 AM 8:19



Handwritten text, possibly a signature or initials, oriented vertically on the right side of the page.

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 10th day of May 2017, by Drew Robison, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of said corporation.



Clayton C. Pearson
Notary Public
10/27/2019
My Commission expires

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this _____ day of _____ 2017, by Amy D. Lindsey, Attorney-in-Fact of **LeaCo New Mexico Exploration & Production LLC**, a Delaware limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

STATE OF TEXAS)
)ss
COUNTY OF TARRANT)

This instrument was acknowledged before me this 25th day of May 2017, by Edwin S. Ryan, Jr., Senior Vice President - Land of **XTO Energy Inc.**, a Delaware corporation on behalf of said corporation as Agent and Attorney-in-Fact of **Exxon Mobil Corporation**.



Dedra L Nunez
Notary Public
1/28/20
My Commission expires



[Faint, illegible handwritten text]

[Faint, illegible handwritten text]

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated May 1, 2017 by and between Mewbourne Oil Company and LeaCo New Mexico Exploration & Production LLC, et al, covering the W/2W/2 Section 11 Township 22 South Range 34 East, Lea County, New Mexico.

Operator of Communitized Area:

Company: Mewbourne Oil Company

Description of Leases Committed:

W/2W/2 Section 11; 160.00 acres, more or less.

Tract No. 1

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
 Lessee of Record: LeaCo New Mexico Exploration & Production LLC
 Serial No. of Lease: B-1040
 Date of Lease: July 11, 1932
 Description of Lands Committed: Township 22 South, Range 34 East, N.M.P.M. Section 11: W/2NW/4 Lea County, New Mexico
 No. of Acres: 80.00

Tract No. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
 Lessee of Record: Exxon Mobil Corporation
 Serial No. of Lease: B-935
 Date of Lease: June 6, 1932
 Description of Lands Committed: Township 22 South, Range 34 East, N.M.P.M. Section 11: W/2SW/4 Lea County, New Mexico
 No. of Acres: 80.00

RECAPITULATION

TRACT	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	50.000%
Tract No. 2	80.00	50.000%
	160.00	100.000%

13

53240

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

**Mewbourne Oil Co
Cabra Nino 11 B3NC State Com #1H
Vertical Extent: Bone Spring
Township: 22 South, Range: 34 East, NMPM
Section 11 : E2W2
Lea County, New Mexico**

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Consolidation Agreement for the development and operation of acreage which is described within the referenced Agreement dated **June 1, 2016**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 26th day of July, 2016.





COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

STATE/STATE
OR
STATE/FEE
REV. 2/13

COMMUNITIZATION AGREEMENT

STATE OF NEW MEXICO) KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of the June 1, 2016, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by the Legislature, as set forth in Sec. 19-10-53, New Mexico Statutes, Annotated, 1978, in the interest of conservation of oil & gas and the prevention of waste to consent to and approve the development or operation of State lands under agreements made by lessees of oil & gas leases thereon, jointly or severally with other oil & gas lessees of State Lands, or oil and gas lessees or mineral owners of privately owned or fee lands, for the purpose of pooling or communitizing such lands to form a proration unit or portion thereof, or well-spacing unit, pursuant to any order, rule or regulation of the New Mexico Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department where such agreement provides for the allocation of the production of oil or gas from such pools or communitized area on an acreage or other basis found by the Commissioner to be fair and equitable.

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 leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the Bone Spring formation (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

WHEREAS, the parties hereto desire to communitize and pool their respective interests in said leases subject to this agreement for the purpose of developing, operating and producing hydrocarbons in the said formation in and under the land hereinafter described subject to the terms hereof.

RETURN TO
ADRIANA JASO
MEWBOURNE OIL CO.
500 W. TEXAS, SUITE 1020
MIDLAND, TX 79701

1 E 47 N 30 W 702

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 undersigned as follows:

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

Township 22 South, Range 34 East, N.M.P.M.

Section 11: E/2W/2

Lea County, New Mexico,

containing 160.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

AND, for the purposes aforesaid, the parties hereto do hereby communitize for proration or spacing purposes only the leases described in Exhibit "A" hereto insofar as they cover hydrocarbons within and that may be produced from the said formation (hereinafter referred to as "Communitized Substances") beneath the above-described land, into a single communitization, for the development, production, operation and conservation of the hydrocarbons in said formation beneath said lands.

Attached hereto and made a part of this agreement for all purposes, is Exhibit "A" showing the acreage, and ownership (Lessees of Record) of all leases within the communitized area.

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.
3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

1 E 4 13 90 113 2102

4. *The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.*
5. *There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.*
6. *The commencement, completion, and continued operation or production of a well or wells for communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.*
7. *The production of communitized substances and disposal thereof shall be in conformity with the allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State laws. This agreement shall be subject to all applicable Federal and State laws, executive orders, rules and regulations affecting the performance of the provisions hereof, 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 compliance is prevented by or if such failure results from compliance with any such laws, orders, rules and regulations.*
8. *Mewbourne Oil Company shall be the Operator of said communitized area and all matters of operation shall be determined and performed by Mewbourne Oil Company.*
9. *This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the operator to obtain a pipeline connection or to market the gas therefrom, and if either: (a) a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or (b) each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well.*

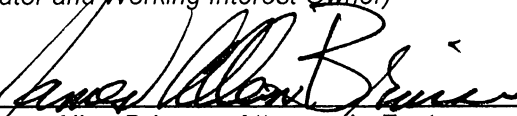
1E 41 113 26 117 910Z

Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this Agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to lands owned by the State of New Mexico, written notice of intention to commence such operations shall be filed with the Commissioner within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. *Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.*
11. *It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.*
12. *If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.*
13. *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 instruments, 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.*
14. *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.*

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

MEWBOURNE OIL COMPANY
(Operator and Working Interest Owner)

By: 
James Allen Brinson, Attorney-in-Fact

LEACO NEW MEXICO EXPLORATION & PRODUCTION LLC
(Record Title Owner and Overriding Royalty Interest Owner)

By: _____
Amy D. Lindsey, Attorney-in-Fact

EXXON MOBIL CORPORATION
By: XTO Energy Inc., Agent and Attorney-in-Fact
(Record Title Owner and Working Interest Owner)

By: _____
Edwin S. Ryan, Jr., Senior Vice President - Land

2016 JAN 22 10 50 AM

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

MEWBOURNE OIL COMPANY
(Operator and Working Interest Owner)

By: _____
James Allen Brinson, Attorney-in-Fact

LEACO NEW MEXICO EXPLORATION & PRODUCTION LLC
(Record Title Owner and
Overriding Royalty Interest Owner)

By: *Amy D. Lindsey*
Amy D. Lindsey, Attorney-in-Fact TBL
CWA

EXXON MOBIL CORPORATION
By: XTO Energy Inc., Agent and Attorney-in-Fact
(Record Title Owner and Working Interest Owner)

By: _____
Edwin S. Ryan, Jr., Senior Vice President - Land

12 17 12 9 0 11 10Z

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

MEWBOURNE OIL COMPANY
(Operator and Working Interest Owner)

By: _____
James Allen Brinson, Attorney-in-Fact

LEACO NEW MEXICO EXPLORATION & PRODUCTION LLC
(Record Title Owner and Overriding Royalty Interest Owner)

By: _____
Amy D. Lindsey, Attorney-in-Fact

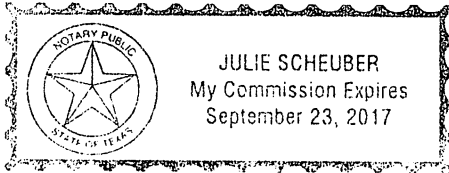
EXXON MOBIL CORPORATION ^{KTS DCF}
By: XTO Energy Inc., Agent and Attorney-in-Fact
(Record Title Owner and Working Interest Owner)

By: Edwin S. Ryan, Jr.
Edwin S. Ryan, Jr., Senior Vice President - Land

2016 JUN 24 PM 4:31

STATE OF TEXAS)
)ss
COUNTY OF SMITH)

This instrument was acknowledged before me this 24th day of May 2016, by James Allen Brinson, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of said corporation.



Julie Scheuber
Notary Public
Sept. 23, 2017
My Commission expires

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this _____ day of _____ 2016, by Amy D. Lindsey, Attorney-in-Fact of **LeaCo New Mexico Exploration & Production LLC**, a Delaware limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

STATE OF TEXAS)
)ss
COUNTY OF TARRANT)

This instrument was acknowledged before me this _____ day of _____ 2016, by Edwin S. Ryan, Jr., Senior Vice President - Land of XTO Energy Inc., a Delaware corporation on behalf of said corporation as Agent and Attorney-in-Fact of **Exxon Mobil Corporation**.

Notary Public

My Commission expires

2016 MAY 24 10:02 AM

STATE OF TEXAS)
)ss
COUNTY OF SMITH)

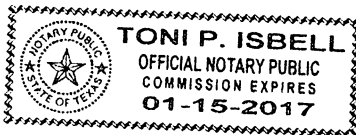
This instrument was acknowledged before me this _____ day of _____ 2016, by James Allen Brinson, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of said corporation.

Notary Public

My Commission expires

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 19 day of July 2016, by Amy D. Lindsey, Attorney-in-Fact of **LeaCo New Mexico Exploration & Production LLC**, a Delaware limited liability company on behalf of said limited liability company.



Toni P. Isbell
Notary Public
01-15-2017
My Commission expires

STATE OF TEXAS)
)ss
COUNTY OF TARRANT)

This instrument was acknowledged before me this _____ day of _____ 2016, by Edwin S. Ryan, Jr., Senior Vice President - Land of XTO Energy Inc., a Delaware corporation on behalf of said corporation as Agent and Attorney-in-Fact of **Exxon Mobil Corporation**.

Notary Public

My Commission expires

18 JUL 19 2016

STATE OF TEXAS)
)ss
COUNTY OF SMITH)

This instrument was acknowledged before me this _____ day of _____ 2016, by James Allen Brinson, Attorney-in-Fact of **Mewbourne Oil Company**, a Delaware corporation on behalf of said corporation.

Notary Public

My Commission expires

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

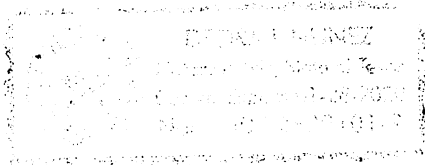
This instrument was acknowledged before me this _____ day of _____ 2016, by Amy D. Lindsey, Attorney-in-Fact of **LeaCo New Mexico Exploration & Production LLC**, a Delaware limited liability company on behalf of said limited liability company.

Notary Public

My Commission expires

STATE OF TEXAS)
)ss
COUNTY OF TARRANT)

This instrument was acknowledged before me this 6th day of June 2016, by Edwin S. Ryan, Jr., Senior Vice President - Land of XTO Energy Inc., a Delaware corporation on behalf of said corporation as Agent and Attorney-in-Fact of **Exxon Mobil Corporation**.



Dedra L. Thurman

Notary Public

12/28/20

My Commission expires

1 E 4 11 5 0 11 7 10 Z

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated June 1, 2016 by and between Mewbourne Oil Company and LeaCo New Mexico Exploration & Production LLC, et al, covering the E/2W/2 Section 11 Township 22 South Range 34 East, Lea County, New Mexico.

Operator of Communitized Area:

Company: Mewbourne Oil Company

Description of Leases Committed:

E/2W/2 Section 11; 160.00 acres, more or less.

Tract No. 1

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
 Lessee of Record: LeaCo New Mexico Exploration & Production LLC
 Serial No. of Lease: B-1040
 Date of Lease: July 11, 1932
 Description of Lands Committed: Township 22 South, Range 34 East, N.M.P.M. Section 11: E/2NW/4 Lea County, New Mexico
 No. of Acres: 80.00

Tract No. 2

Lessor: State of New Mexico acting by and through its Commissioner of Public Lands
 Lessee of Record: Exxon Mobil Corporation
 Serial No. of Lease: B-935
 Date of Lease: June 6, 1932
 Description of Lands Committed: Township 22 South, Range 34 East, N.M.P.M. Section 11: E/2SW/4 Lea County, New Mexico
 No. of Acres: 80.00

RECAPITULATION

<u>TRACT</u>	<u>NO. OF ACRES COMMITTED</u>	<u>PERCENTAGE OF INTEREST IN COMMUNITIZED AREA</u>
Tract No. 1	80.00	50.000%
Tract No. 2	80.00	50.000%
	160.00	100.000%

TE 17 10 96 00 90Z

ALERT: AN UNEXPECTED INCIDENT AT THE LA GUARDIA AIRPORT IN EAST ELMHURST, NY A...

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FAQs >

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Delivered, Front Desk/Reception/Mail Room

CARLSBAD, NM 88220

January 28, 2026, 12:06 pm

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Delivered, Individual Picked Up at Post Office

SANTA FE, NM 87501

January 26, 2026, 7:44 am

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Your item was delivered to the front desk, reception area, or mail room at 10:26 am on January 27, 2026 in SANTA FE, NM 87505.

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Delivered, Front Desk/Reception/Mail Room

SANTA FE, NM 87505

January 27, 2026, 10:26 am

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Delivered

Delivered, Individual Picked Up at Post Office

SANTA FE, NM 87501

January 26, 2026, 7:44 am

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Delivery Attempt

Reminder to Schedule Redelivery of your item

February 2, 2026

Notice Left (No Authorized Recipient Available)

HOUSTON, TX 77057

January 28, 2026, 5:52 pm

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[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (https://faq.usps.com/s/article/Where-is-my-package)

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9414836208551293991904

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Your item was delivered to an individual at the address at 11:30 am on January 23, 2026 in MIDLAND, TX 79701.

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USPS Tracking Plus®

Delivered

Delivered, Left with Individual

MIDLAND, TX 79701

January 23, 2026, 11:30 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (https://faq.usps.com/s/article/Where-is-my-package)

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Moving Through Network

In Transit to Next Facility, Arriving Late

January 29, 2026

Arrived at USPS Regional Destination Facility

NORTH HOUSTON TX DISTRIBUTION CENTER

January 24, 2026, 8:16 pm

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

**APPLICATION FOR SURFACE COMMINGLING
SUBMITTED BY MEWBOURNE OIL COMPANY**

ORDER NO. CTB-1211

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. Mewbourne Oil Company (“Applicant”) submitted a complete application to surface commingle the oil and gas production from the pools and leases described in Exhibit A (“Application”).
2. Applicant included a complete list of the wells currently dedicated to each pool and lease.
3. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
4. 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.
5. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools and leases in accordance with 19.15.12.10(C)(4)(g) NMAC.
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 as described in Exhibit A.
7. 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.
8. Applicant provided notice of the Application to the Bureau of Land Management (“BLM”) or New Mexico State Land Office (“NMSLO”), as applicable.

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 and leases as described in Exhibit A.

Applicant is authorized to surface commingle oil and gas production from the wells included in Exhibit A provided that they produce from a pool and lease described in Exhibit A.

Applicant is authorized to store and measure oil and gas production off-lease, as applicable, from the pools and leases as described 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 as described in Exhibit A.

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

2. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described 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.
3. 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.
 4. If Applicant recovers oil or gas production from produced water prior to Applicant injecting it or transferring custody of it, then that production shall be allocated to each well in the proportion that it contributed to the total produced water.
 5. If Applicant recovers gas production using a vapor recovery unit (VRU), then that gas production shall be allocated to each well in the proportion that it contributed to the total oil 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. Applicant shall install and utilize vessels that are appropriately designed to ensure sufficient separation of the fluids and to accurately measure oil and gas production.
 10. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred 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.
 11. 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.
 12. If a well is not included in Exhibit A but produces from a pool and lease as described 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.

13. Applicant shall not commence commingling oil or gas production from state, federal, or tribal leases until approved by the BLM or NMSLO, as applicable.
14. 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).
15. 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**



**ALBERT C. S. CHANG
DIRECTOR**

DATE: 3/27/26

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-1211
Operator: Mewbourne Oil Company (14744)
Central Tank Battery: Cabra Nino 11 B3NC State Com #1H Battery
Central Tank Battery Location: UL N, Section 11, Township 22 South, Range 34 East
Gas Title Transfer Meter Location: UL P, Section 11, Township 22 South, Range 34 East

Pools

Pool Name	Pool Code
OJO CHISO;BONE SPRING	96553

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring SLO 203551 PUN 1353019	E2W2	11-22S-34E
CA Bone Spring SLO 203616 PUN 1361749	W2W2	11-22S-34E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-42598	CABRA NINO 11 B3MD STATE COM #001H	W2W2	11-22S-34E	96553
30-025-42597	CABRA NINO 11 B3NC STATE COM #001H	E2W2	11-22S-34E	96553

Sante Fe Main Office
Phone: (505) 476-3441

General Information
Phone: (505) 629-6116

Online Phone Directory
<https://www.emnrd.nm.gov/ocd/contact-us>

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

CONDITIONS

Action 545303

CONDITIONS

Operator: MEWBOURNE OIL CO P.O. Box 5270 Hobbs, NM 88240	OGRID: 14744
	Action Number: 545303
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	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 email us at OCD.Engineer@emnrd.nm.gov .	3/31/2026