

**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 / DREW RENNER 14744

Well Name: EL NINO 13 B3DM ST COM #1H API #: 30-025-43394

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.

Drew Renner
Print or Type Name

Drew Renner
Signature

1/19/2026
Date

575-393-5905
Phone Number

drenner@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<sup>th</sup>, 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

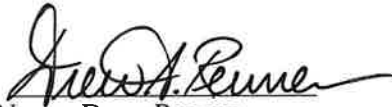
RE: Application for Off-Lease Measurement (OLM)

To: Whom It May Concern

Mewbourne Oil Company ("Mewbourne") is requesting permission for OLM for production from one well and all future wells located on state leases VB21500002 & VB21510002 which comprise of portions of section 13, T22S, R34E, Lea County, New Mexico. All oil production from each well is to be stored in a central tank battery located in the NWNW of section 13, T22S, R34E. All gas production is to be measured by a common gas sales meter (3 Bear MM #213008005) located in the SESE of section 11, T22S, R35E, 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: Drew Renner  
Title: Petroleum Engineer  
Date: 1/19/2026

## APPLICATION FOR OFF-LEASE MEASUREMENT

### OLM procedure for El Nino 13 leases:

Mewbourne Oil Company is requesting approval for OLM for gas production from 1 well located on State leases below:

Well Name	Location	API #	Pool #	MCFPD	Dry BTU @ 14.73 PSI
EL NINO 13 B3DM ST COM #1H	185' FNL & 450' FWL, Sec 13 T22S R34E	30-025-43394	[96553] OJO CHISO, BONE SPRING	~100	~1330

### 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 is located in the NWNW of section 13, T22S, R34E, Lea County, New Mexico. The production for the well will come to its own separator. From the separator production will be allocated as follows:

#### Oil Metering:

Oil volumes from the well producing to the battery will be determined by using an allocation meter at the facility for the well. Oil from the separator will be metered and then sent to a heater treater (HT). Oil from the HT will then flow to the 500 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 the well listed above will be measured and then sold via truck haul or LACT.

#### Water Metering:

Water volumes from the well producing to the battery will be determined by using an allocation meter at the facility for the well. Water from the separator will be metered and sent to the 500 BBL gun barrel (GB). From the GB the water will be sent to the 500 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 the well listed above will be measured and disposed of via truck haul or pipelined to disposal. The well is allocated its proportionate share of the CTB's daily gas, oil, and water volumes based on its most recent well test.

#### Gas Metering:

Gas volumes from the well producing to this battery will be determined by using an allocation gas meter after the separator at the facility for the well. The gas production from the well listed above will be measured and then sold using the 24 hr. well test method. A 3 Bear common gas sales meter #213008005 will be located in the SESE of section 11, T22S, R35E, 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: Drew Renner  
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
EL NINO 13 B3DM ST COM #1H	~20	~42	~\$60	~100	~1,330	~\$2.50
CTB Combined	~20	~42	~\$60	~100	~1,330	~\$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, well, battery, & MM 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: Drew Renner

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 Dr.  
Santa Fe, NM 87505

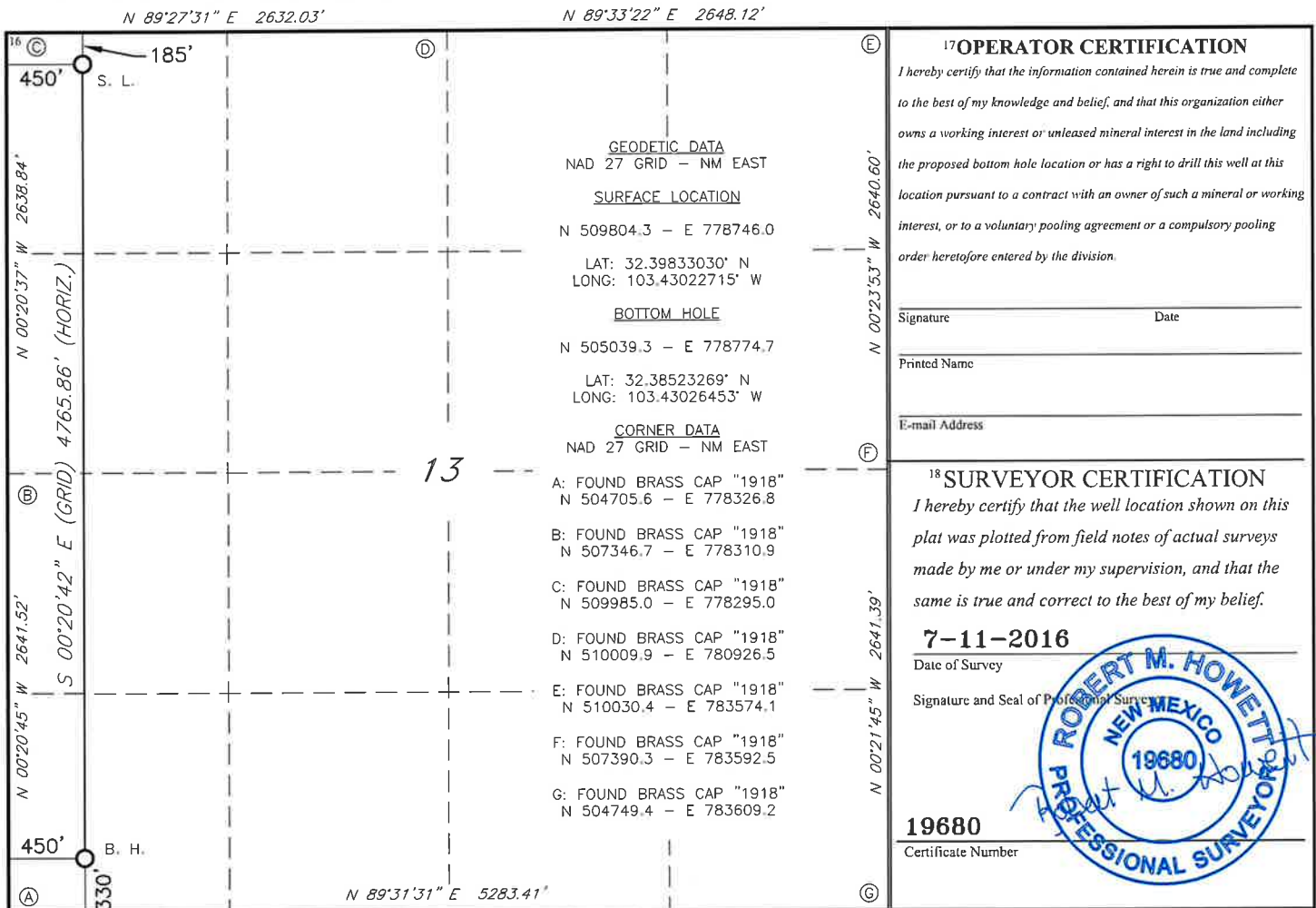
Form C-102  
Revised August 1, 2011  
Submit one copy to appropriate  
District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number		2 Pool Code		3 Pool Name					
4 Property Code		5 Property Name <b>EL NINO 13 B3DM STATE COM</b>						6 Well Number <b>1H</b>	
7 OGRID NO.		8 Operator Name <b>MEWBOURNE OIL COMPANY</b>						9 Elevation <b>3499'</b>	
10 Surface Location									
UL or lot no. <b>D</b>	Section <b>13</b>	Township <b>22S</b>	Range <b>34E</b>	Lot Idn	Feet from the <b>185</b>	North/South line <b>NORTH</b>	Feet From the <b>450</b>	East/West line <b>WEST</b>	County <b>LEA</b>
11 Bottom Hole Location If Different From Surface									
UL or lot no. <b>M</b>	Section <b>13</b>	Township <b>22S</b>	Range <b>34E</b>	Lot Idn	Feet from the <b>330</b>	North/South line <b>SOUTH</b>	Feet from the <b>450</b>	East/West line <b>WEST</b>	County <b>LEA</b>
12 Dedicated Acres	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.



RRC - Firm No.: TX 10193838 NM 4655451 - Job No.: LS1606237

LEASE BOUNDARY MAP:









AERIAL VIEW

**3 BEAR GAS FMP  
OFF LEASE ON STATE LEASE  
VB18310003  
32.400989 -103.436054**

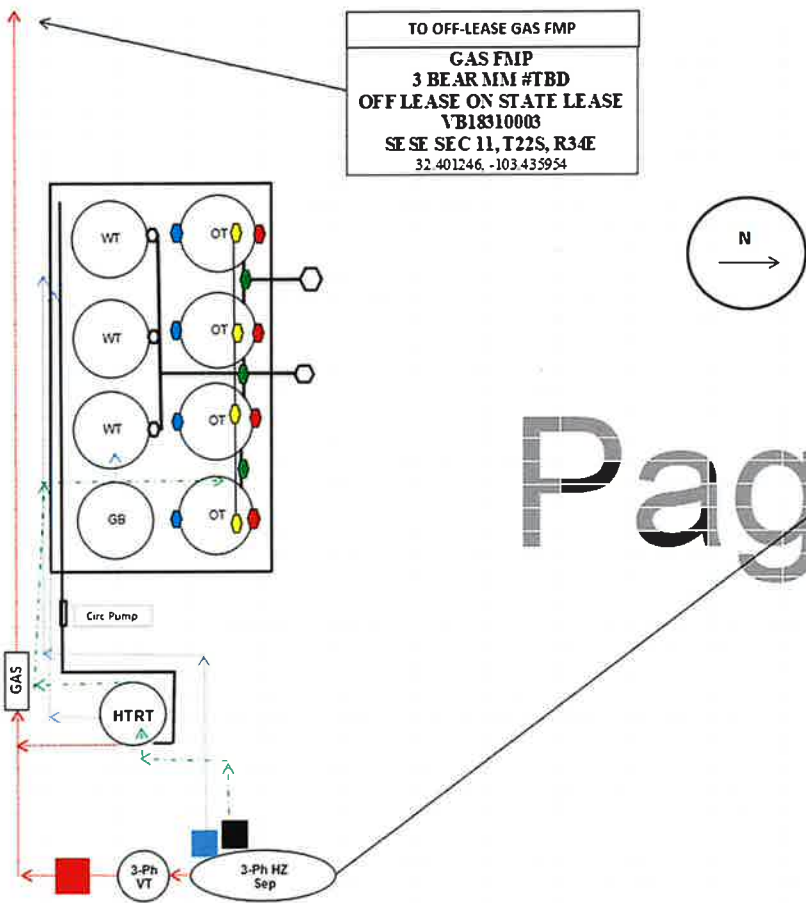


**30-025-43394**

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

**CTB & OIL FMPs  
ON STATE LEASE  
VB21500002  
32.398103 -103.431002**

EL NINO 13 B3DM ST COM #1H - FACILITY DIAGRAM



Site Facility Diagram	
Location of Site Security Plan	701 S Cecil St., Hobbs, NM 88240
Operator	Mewbourne Oil Company
Facility Name & Lease Number	EL NINO 13 B3DM ST COM #1H
Facility Location	NWNW Sec 13, T22S, R34E, Lea County, NM
Wells in Facility & API	
EL NINO 13 B3DM ST COM #1H	30-025-43394
POOL	
[96553] OJO CHISO, BONE SPRING	
Seal Requirements as Follows:	
Sales Phase	Sealed Closed      Open
Production Phase	Sealed Closed      Open

Page 1

**CTB & OIL FMPs**  
**ON STATE LEASE**  
**VB21500002**  
 32.398103 -103.431002

ICON	EQUIPMENT LEGEND	DESCRIPTION
	GAS ALLOCATION METER	
	OIL ALLOCATION METER	
	WATER ALLOCATION METER	
	LACT	
	VARU	
	AIR COMPRESSOR	
	METER TUBE	
	WATER TANK	
	GUN BARREL (GB)	
	OIL TANK	
	TEST VRT	
	BULK VRT	
	FLARE	
	VERTICAL HEATER TREATER	
	HORIZONTAL HEATER TREATER	
	3-PHASE HORIZONTAL SEPARATOR	
	3-PHASE HORIZONTAL BULK SEPARATOR	
	3-PHASE HORIZONTAL BULK SEPARATOR	

DATE IN	SUSPENSE	ENGINEER	LOGGED IN	TYPE	APP NO.
---------	----------	----------	-----------	------	---------

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.**

Drew Renner  
1/19/2026

Print or Type Name  
Date



Signature

Petroleum Engineer

Title

drenner@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:  TITLE: Petroleum Engineer DATE: 1/19/2026

TYPE OR PRINT NAME Drew Renner TELEPHONE NO.: 575-393-5905

E-MAIL ADDRESS: drenner@mewbourne.com

**Central Tank Battery**

Well Name	Location	API #	Pool #	MCFPD	Dry BTU @ 14.73 PSI
EL NINO 13 B3DM ST COM #1H	185' FNL & 450' FWL, Sec 13 T22S R34E	30-025-43394	[96553] OJO CHISO, BONE SPRING	~100	~1330

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: 1/20/2026

Notice List El Nino 13 OLM Commingle

OWNER NAME	ADDRESS	CITY	STATE	ZIP	CERTIFIED NUMBER
Bureau of Land Management	620 E. Greene Street	Carlsbad	NM	88220	9414836208551293968692
Commissioner of Public Lands -	P.O. Box 1148	Santa Fe	NM	87504	9414836208551293968708
Engineering Bureau New Mexico	1220 S. St. Francis Drive	Santa Fe	NM	87505	9414836208551293968685
NM State Land Office	310 Old Santa Fe Trail	Santa Fe	NM	87501	9414836208551293968715
OXY USA Inc.	5 Greenway Plaza, Suite 110	Houston	TX	77046	9414836208551293968722

58294

**NEW MEXICO STATE LAND OFFICE**

CERTIFICATE OF APPROVAL

**COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO**

**Mewbourne Oil Co  
El Nino 13 B3DM State Com Well #1H  
Vertical Extent: Bone Spring  
Township: 22 South, Range: 34 East, NMPM  
Section 13 : 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 Consolidation Agreement for the development and operation of acreage which is described within the referenced Agreement dated **September 15, 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:

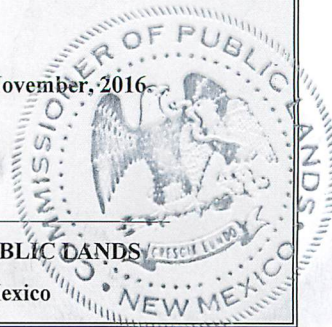
- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (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 **15<sup>th</sup> day of November, 2016**

*[Handwritten Signature]*

**COMMISSIONER OF PUBLIC LANDS**  
of the State of New Mexico



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

*CM*

BOOK 2069 PAGE 210

ACBSE



RETURN TO  
 ADRIAN JASO  
 MEMORIAL OIL CO.  
 10501 BIRCH BLVD  
 KANSAS CITY, MO 64114

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 September 15, 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.

2016 NOV 4 AM 8:34

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 13: 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.

2016 NOV 4 8:34

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.*

2016 NOV 4 AM 8:34

*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.*

NOV 14 8 34 AM '26

*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: Kenneth S. Waits  
Kenneth S. Waits, President CM  
JWS

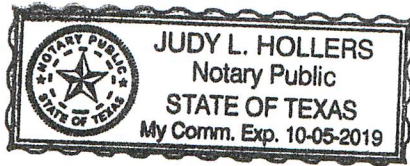
**OXY USA Inc.**  
(Record Title Owner and  
Overriding Royalty Interest Owner)

AWA  
JWS By: Bradley S. Dusek  
Bradley S. Dusek, Attorney-in-fact

2016 NOV -4 AM 8:34

STATE OF TEXAS )  
 )ss  
COUNTY OF SMITH )

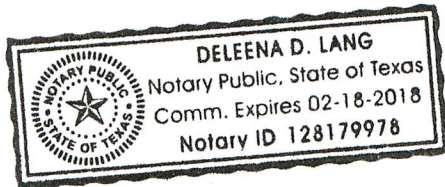
This instrument was acknowledged before me this 24<sup>th</sup> day of October 2016, by Kenneth S. Waits, President of **Mewbourne Oil Company**, a Delaware corporation on behalf of said corporation.



Judy L. Hollers  
Notary Public  
10-5-2019  
My Commission expires

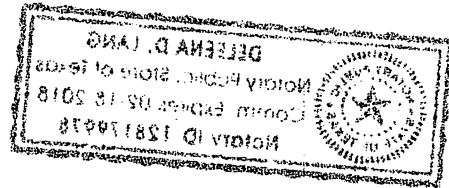
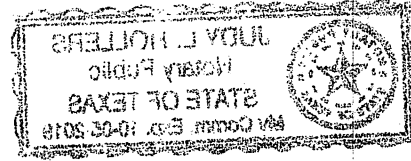
STATE OF TEXAS )  
 )ss  
COUNTY OF HARRIS )

The foregoing instrument was acknowledged before me on this the 6<sup>th</sup> day of October 2016, by Bradley S. Dusek, Attorney-in-fact of **OXY USA Inc.**, a Delaware corporation, on behalf of said corporation.



Deleena D. Lang  
Notary Public  
2/18/2018  
My Commission expires

2016 NOV -4 AM 8:34



1/20/2026 5:01:09 PM

**EXHIBIT "A"**

**Attached to and made a part of that Communitization Agreement dated September 15, 2016 by and between Mewbourne Oil Company and OXY USA Inc., covering the W/2W/2 Section 13, 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 13; 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:** OXY USA Inc.  
**Serial No. of Lease:** VB-2150  
**Date of Lease:** March 1, 2012  
**Description of Lands Committed:** Township 22 South, Range 34 East, N.M.P.M. Section 13: 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:** OXY USA Inc.  
**Serial No. of Lease:** VB-2151  
**Date of Lease:** March 1, 2012  
**Description of Lands Committed:** Township 22 South, Range 34 East, N.M.P.M. Section 13: W/2SW/4 Lea County, New Mexico  
**No. of Acres:** 80.00

**RECAPITULATION**

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

58294

STATE OF NEW MEXICO  
COUNTY OF LEA

FILED  
At 11:08 o'clock A M

NOV 30 2016

Recorded in Book 2069 Page 210

Pat Chappelle, Lea County Clerk

By Crystal Christine Deputy



BOOK 2069 PAGE 218

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

# USPS Tracking<sup>®</sup>

FAQs >

Tracking Number:

Remove X

## 9414836208551293968692

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your item was delivered to the front desk, reception area, or mail room at 1:25 pm on January 29, 2026 in CARLSBAD, NM 88220.

Get More Out of USPS Tracking:

USPS Tracking Plus<sup>®</sup>

Feedback

### Delivered

Delivered, Front Desk/Reception/Mail Room

CARLSBAD, NM 88220

January 29, 2026, 1:25 pm

[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>)

Text & Email Updates



Return Receipt Electronic



USPS Tracking Plus<sup>®</sup>



Product Information



See Less ^

Tracking Number:

Remove X

**9414836208551293968708**

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your package will arrive later than expected, but is still on its way. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus<sup>®</sup>

### Moving Through Network

In Transit to Next Facility, Arriving Late

January 27, 2026

### Departed USPS Facility

ALBUQUERQUE, NM 87101

January 23, 2026, 6:42 pm

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>)

See More 

Tracking Number:

Remove X

**9414836208551293968685**

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

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.

Get More Out of USPS Tracking:

**USPS Tracking Plus®**

**Delivered**

**Delivered, Front Desk/Reception/Mail Room**

SANTA FE, NM 87505

January 27, 2026, 10:26 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)

[See More](#) ▾

Tracking Number:

[Remove](#) ✕

**9414836208551293968715**

[Copy](#)

[Add to Informed Delivery](https://informedelivery.usps.com/) (https://informedelivery.usps.com/)

**Latest Update**

Your item was picked up at the post office at 7:44 am on January 26, 2026 in SANTA FE, NM 87501.

---

**Get More Out of USPS Tracking:**

**USPS Tracking Plus®**

**Delivered**

**Delivered, Individual Picked Up at Post Office**

SANTA FE, NM 87501

January 26, 2026, 7:44 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)

[See More](#) ▾

Tracking Number:

[Remove](#) ✕

**9414836208551293968722**

[Copy](#)

[Add to Informed Delivery](https://informedelivery.usps.com/) (https://informedelivery.usps.com/)

## Latest Update

Your item has been delivered to an agent at the front desk, reception, or mail room at 9:43 am on January 26, 2026 in HOUSTON, TX 77046.

---

### Get More Out of USPS Tracking:

**USPS Tracking Plus<sup>®</sup>**

## Delivered to Agent

**Delivered to Agent, Front Desk/Reception/Mail Room**

HOUSTON, TX 77046

January 26, 2026, 9:43 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)

[See More](#) 

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

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

**APPLICATION FOR OFF-LEASE MEASUREMENT  
SUBMITTED BY MEWBOURNE OIL COMPANY**

**ORDER NO. OLM-310**

**ORDER**

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

**FINDINGS OF FACT**

1. Mewbourne Oil Company (“Applicant”) submitted a complete application to off-lease measure the oil and gas production ("Application") from the wells, pool, and lease identified in Exhibit A.
2. Applicant provided notice of the Application to all persons owning a working interest in the oil and gas production to be off-lease measured in accordance with 19.15.23.9(A)(5) NMAC, and those persons either submitted a written waiver or did not file an objection to the Application.
3. Applicant provided notice of the Application to the Bureau of Land Management or New Mexico State Land Office, as applicable.
4. Applicant stated that it sought authorization to off-lease measure 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.

**CONCLUSIONS OF LAW**

5. 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, and 19.15.23 NMAC.
6. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC.
7. 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 store and measure oil and gas production off-lease from the pools, leases, and wells identified in Exhibit A at a central tank battery described in Exhibit A.

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

2. The oil and gas production from the wells identified in Exhibit A shall be physically separated from the oil and gas production from other wells and no commingling of production from different leases or pools shall occur in accordance with 19.15.23.9(A)(3) NMAC and 19.15.23.9(A)(4) NMAC, except as otherwise provided in order(s) issued by OCD.
3. 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.
4. Applicant shall measure and market the commingled gas at a 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.
5. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.
6. If a well is not included in Exhibit A but produces from a pool or lease identified in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring oil or gas production from it. The Form C-103 shall reference this Order and identify the well.
7. 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: OLM-310

Operator: Mewbourne Oil Company (14744)

Central Tank Battery: El Nino 13 B3DM State Com #1H Central Tank Battery

Central Tank Battery Location: UL D, Section 13, 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 203565 PUN 1354230	W2W2	13-22S-34E

**Wells**

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-43394	EL NINO 13 B3DM STATE COM #001H	W2W2	13-22S-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 544871

**CONDITIONS**

Operator: MEWBOURNE OIL CO P.O. Box 5270 Hobbs, NM 88240	OGRID: 14744
	Action Number: 544871
	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 <a href="mailto:OCD.Engineer@emnrd.nm.gov">OCD.Engineer@emnrd.nm.gov</a> .	3/31/2026