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

APPLICATION OF TEXAS STANDARD OPERATING NM LLC FOR APPROVAL OF A UNIT AGREEMENT, LEA COUNTY, NEW MEXICO

**CASE NO. 25126** 

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

APPLICATION OF TEXAS STANDARD OPERATING NM LLC FOR APPROVAL OF A UNIT AGREEMENT, LEA COUNTY, NEW MEXICO

**CASE NO. 25126** 

#### SELF-AFFIRMED STATEMENT OF MATT ROBERSON

Matt Roberson hereby states and declares as follows:

1. I am over the age of 18, I am a landman for Texas Standard Operating NM LLC ("Texas Standard") and have personal knowledge of the matters stated herein. I have previously testified before the Oil Conservation Division ("Division") and my credentials as an expert petroleum landman were accepted by the Division as a matter of record.

2. I am familiar with the land matters involved in the above reference case and I am familiar with the application filed by Texas Standard in this case, which is attached as **Exhibit A-1**.

3. In the application filed in this case, Texas Standard requested an order approving the Unit Agreement for the proposed TXS Big Dog State Exploratory Unit Area, a voluntary unit, comprised of 7342.74 acres, more or less, of state lands in Lea County, New Mexico, described as follows:

Township 17 South, Range 36 East, NMPM

Section 32: SE/4

Section 33: W/2 and SE/4

Township 18 South, Range 36 East, NMPM

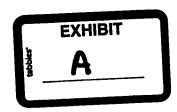
Sections 4-6:

Sections 7-10: All

Sections 15-17: All

Section 18: NE/4

Section 21: NE/4



- 4. BTA Oil Producers, LLC ("BTA") filed an objection to this application on January 14, 2025. Texas Standard and BTA have been in discussions and as part of those discussions, Texas Standard agreed to remove the SE/4 of Section 32 and the NW/4 of Section 33, Township 17 South, range 36 East from the Unit.
  - 5. It is Texas Standard's understanding that BTA intends to develop those tracts.
  - 6. As a result, on January 22, 2025, BTA withdrew its objection.
- 7. I have had discussions with the State Land Office and I informed the State Land Office about this change, and the State Land Office did not indicate any concerns with this change.
- 8. As a result of the discussions with BTA, Texas Standard now seeks approval of an approximately 7,022.74 acre unit, comprised of:

Township 17 South, Range 36 East, NMPM

Section 33: S/2

Township 18 South, Range 36 East, NMPM

Sections 4-6:

Sections 7-10: All

Sections 15-17: All

Section 18: NE/4

Section 21: NE/4

- 9. On January 23, 2025, XTO Permian Operating, LLC objected to this case moving forward by affidavit. Texas Standard is hopeful that XTO will withdraw its objection, so that this case can move forward by affidavit.
- 10. Based on my conversations with the State Land Office, I believe that the State Land Office is in favor of this unit and would like to see it move forward so that these state minerals can be developed in a timely fashion.
- 11. Texas Standard is a working interest owner in the proposed TXS Big Dog State Exploratory Unit Area.

- 12. Unitized substances consist of all oil, gas, natural gasoline, and associated fluid hydrocarbons in the Penn Shale formation, as found at 10,984' measured depth to the top of the Strawn formation, as found at 11,245' measured depth in the Schlumberger Dual Laterolog Micro-SFL log dated 4/25/1987 Yates Petroleum Corporation Airpath 'AEM' State #1, API: 30-025-29865-0000, located 660' FSL and 660' FEL of Section 8-T18S-R36E, Lea County, New Mexico.
- 13. **Exhibit A-2** is a copy of the proposed Unit Agreement, revised to reflect the amended unit, with Exhibits A, B, and C. It confirms with the state exploratory unit form.
- 14. Texas Standard is the designated operator of the proposed Unit pursuant to the Unit Agreement. No other operator has sought to be operator of the Unit.
- 15. Exhibit A to the Unit Agreement outlines the boundary of the Unit Area in black. There are 30 tracts of State land within the Unit.
- 16. Exhibit B to the Unit Agreement shows the ownership breakdown by tract for the committed working interest in the Unit Area. 77.77 % of the working interest in the state acreage is currently committed to the proposed Unit.
- 17. Exhibit C to the Unit Agreement is the Schedule of Tract Participation for the 30tracts of state land committed to the Unit.
- 18. Texas Standard has met with the New Mexico State Land Office regarding the proposed unitized area and Unit Agreement. **Exhibit A-3** is a copy of the preliminary approval email from the New Mexico State Land Office in support of the proposed unitized area and Unit Agreement.
- 19. This agreement shall become effective on the date of the OCD grants the order approving the Unit Agreement and shall be for a term of five (5) years after such date in accordance with the terms of the Unit Agreement.

- 20. Texas Standard is required by the Unit Agreement to spud a well in the unitized area sixty (60) days after the Unit Agreement becomes effective, pursuant to paragraph 8 of the Unit Agreement. The initial test well is the Big Dog State Unit #1H. See Unit Agreement Exhibit E.
- 21. The attached exhibits were either prepared by me or under my supervision or were compiled from company business records.
- 22. In my opinion, the granting of Texas Standard's application would serve the interests of conservation, the protection of correlative rights, and the prevention of waste.
- 23. I understand this Self-Affirmed Statement will be used as written testimony in the subject cases. I affirm that my testimony above is true and correct and is made under penalty of perjury under the laws of the State of New Mexico. My testimony is made as of the date handwritten next to my signature below.

[Signature page follows]

2/6/25

Date

mall June

Matt Roberson

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

APPLICATION OF TEXAS STANDARD OPERATING NM LLC FOR APPROVAL OF A UNIT AGREEMENT, LEA COUNTY, NEW MEXICO

CASE NO. 25126

#### **APPLICATION**

Texas Standard Operating NM LLC (OGRID No. 329818) ("Texas Standard"), through its undersigned attorneys, applies for an order approving the Unit Agreement for the proposed TXS Big Dog State Exploratory Unit Area, and in support thereof, states:

1. Texas Standard is a working interest owner in the proposed TXS Big Dog State Exploratory Unit Area, an exploratory unit comprising 7342.74 acres, more or less, of state lands in Lea County, New Mexico, described as follows:

Township 17 South, Range 36 East, NMPM

Section 32: SE/4

Section 33: W/2 and SE/4

Township 18 South, Range 36 East, NMPM

Sections 4-6:

Sections 7-10: All

Sections 15-17: All

Section 18: NE/4

Section 21: NE/4

Unitized substances consist of all oil, gas, natural gasoline, and associated fluid hydrocarbons in the Penn Shale formation, as found at 10,984' measured depth to the top of the Strawn formation, as found at 11,245' measured depth in the Schlumberger Dual Laterolog Micro-SFL log dated 4/25/1987 - Yates Petroleum Corporation - Airpath 'AEM' State #1, API: 30-025-29865-0000, located 660' FSL and 660' FEL of Section 8-T18S-R36E, Lea County, New Mexico.

2. Texas Standard has requested the Commissioner of Public Lands to preliminarily approve the Unit Agreement.

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3. Texas Standard requests that Texas Standard Operating NM LLC be named operator

4. Approval of this application will prevent waste, protect correlative rights, and conserve

natural resources.

of the Unit Area.

WHEREFORE, Texas Standard requests this application be set for hearing before an Examiner of the Oil Conservation Division on February 13, 2025 and after notice and hearing as required by law, this Application be approved.

Respectfully submitted,

MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.

By: Welna M Bennett Earl E. DeBrine, Jr

Deana M. Bennett

Yarithza Peña

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Attorneys for Texas Standard Operating NM LLC

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CASE NO. 25126: Application of Texas Standard Operating NM LLC for approval of the proposed TXS Big Dog State Exploratory Unit, Lea County, New Mexico. Applicant seeks approval of the proposed TXS Big Dog State Exploratory Unit consisting of approximately 7342.74 acres, more or less, of the following state lands in Lea County, New Mexico:

Township 17 South, Range 36 East, NMPM

Section 32: SE/4

Section 33: W/2 and SE/4

Township 18 South, Range 36 East, NMPM

Sections 4-6:

Sections 7-10: All

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Unitized substances consist of all oil, gas, natural gasoline, and associated fluid hydrocarbons in the Penn Shale formation, as found at 10,984' measured depth to the top of the Strawn formation, as found at 11,245' measured depth in the Schlumberger Dual Laterolog Micro-SFL log dated 4/25/1987 - Yates Petroleum Corporation - Airpath 'AEM' State #1, API: 30-025-29865-0000, located 660' FSL and 660' FEL of Section 8-T18S-R36E, Lea County, New Mexico. The proposed unit area is approximately 21 miles southwest of Lovington, New Mexico.

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#### **ONLINE VERSION**

## STATE/FEE EXPLORATORY UNIT

#### UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE

TXS BIG DOG STATE EXPLORATOR	RY	UNIT AREA
LEA		County(ies),
NEWN	/FXICO	



#### ONLINE VERSION

STATE/FEE EXPLORATORY UNITS Revised 2023

## UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE

TXS BIG DOG STATE EXPLORATORY	UNIT AREA
LEA	COUNTY(IES), NEW MEXICO

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- EXHIBIT "D". GEOLOGICAL EXHIBITS
- EXHIBIT "E". DEVELOPMENT PLAN

ONLINE VERSION	STATE/FEE EXPLORATORY UNITS Revised 2023
UNIT AGRI	EEMENT
FOR THE DEVELOPMENT A	
TXS BIG DOG STATE EXPLORATORY	UNIT AREA
LEA	COUNTY(IES), NEW MEXICO
THIS AGREEMENT, entered into as of theday of ratifying or consenting hereto, and herein referred to as the "parties hereto";	20, by and between the parties subscribing,
WITNESSETH:	
WHEREAS, the parties hereto are the owners of working, royalty, or	r other oil or gas interests in the unit area subject to this agreement; and
WHEREAS, the Commissioner of Public Lands of the State of New Mexi amended by Sec. 1 of Chapter 162, Laws of 1951, (Chap. 19, Art. 10, Sec. 45, N.M. State Lands under agreements made by lessees of State Land jointly or severally with of part of or all of any oil or gas pool, field, or area; and	
WHEREAS, the Commissioner of Public Lands of the State of New Mex Chap. 19, Art. 10, Sec. 47, N.M. Statutes 1978 Annotated) to amend with the approval oil and gas lease embracing State Lands so that the length of the term of said lease may of part or all of any oil or gas pool, field, or area; and	
WHEREAS, the Oil Conservation Division of the Energy and Minerals I is authorized by an Act of the Legislature (Chap. 72, Laws 1935, as amended, being Stagreement and the conservation provisions hereof; and	Department of the State of New Mexico (hereinafter referred to as the "Division"), ection 70-2-1 et seq. N. M. Statutes Annotated, 1978 Compilation) to approve this
WHEREAS, the parties hereto hold sufficient interests in the BIG DOG covering the land hereinafter described to give reasonably effective control of operation	STATE EXPLORATORYUnit Area ons therein; and
WHEREAS, it is the purpose of the parties hereto to conserve natural resou and operation of the area subject to this agreement under the terms, conditions and lin	arces, prevent waste and secure other benefits obtainable through development mitations herein set forth;
NOW, THEREFORE, in consideration of the premises and the promises he interests in the below defined unit area, and agree severally among themselves as follows:	
1. <u>UNIT AREA</u> : The following described land is hereby designated and recognized as co	onstituting the unit area: [Attach another page if you need more space.]
Township, Range, N.M.P.M.	
SectionSubdivisions: SEE ATTACHED UNIT AREA	DESCRIPTION
Section Subdivisions:	
Section Subdivisions:	
Section Subdivisions:	
Containingtotal acres, more or less, in County(ies)	New Mexico
Exhibit "A" attached hereto is a map showing the unit area and the bound operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the interests in all lands in the unit area. However, nothing herein or in said schedule or most any interest other than such interest or interests as are shown on said map or sched operator whenever changes in ownership in the unit area render such revisions necessary as "Commissioner" or the Oil Conservation Division, hereinafter referred to as the "Is	hap shall be construed as a representation by any party hereto as to the ownership ule as owned by such party. Exhibit "A" and "B" shall be revised by the unit or when requested by the Commissioner of Public Lands, hereinafter referred to
All land committed to this agreement shall constitute land referred to herein	n as "unitized land" or "land subject to this agreement".
2. <u>UNITIZED SUBSTANCES</u> : All oil, gas, natural gasoline, and associated fluid hydro to the top of the Strawn formation as found at 11,245' measured depth in the Schlumt Corporation - Airpath 'AEM' State #1, API: 30-025-29865-0000, located 660' FSL ar unitized land are unitized under the terms of this agreement and herein are called "unitized land".	perger Dual Laterolog Micro-SFL log dated 4/25/1987 – Yates Petroleum ad 660' FEL of Section 8-T18S-R36E, Lea County, New Mexico of the
3. <u>UNIT OPERATOR</u> : TEXAS STANDARD OPERATING NM LLC	9
whose address is 2200 NORTH A CTREET BUILDING 1 CHITE 105 AUDI AND	TENA C 70705

unit operator and by signature hereto commits to this agreement all interest in unitized substances vested in it as set forth in Exhibit "B", and agrees and consents to

accept the duties and obligations of unit operator for the discovery, development and production of unitized substances as herein provided. Whenever reference is made herein to the unit operator, such reference means the unit operator acting in that capacity and not as an owner of interests in unitized substances, and the term "working interest owner" when used herein shall include or refer to unit operator as the owner of a working interest when such an interest is owned by it.

4. <u>RESIGNATION OR REMOVAL OF UNIT OPERATOR</u>: Unit operator shall have the right to resign at any time but such resignation shall not become effective until a successor unit operator has been selected and approved in the manner provided for in Section 5 of this agreement. The resignation of the unit operator shall not release the unit operator from any liability or any default by it hereunder occurring prior to the effective date of its resignation.

Unit operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new unit operator. Such removal shall be effective upon notice thereof to the Commissioner and the Division.

The resignation or removal of the unit operator under this agreement shall not terminate his right, title or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of unit operator becoming effective, such unit operator shall deliver possession of all equipment, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified successor unit operator, or to the owners thereof if no such new unit operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of wells.

- 5. SUCCESSOR UNIT OPERATOR: Whenever the unit operator shall resign as unit operator or shall be removed as hereinabove provided, the owners of the working interests according to their respective acreage interests in all unitized land shall by a majority vote select a successor unit operator; provided that, if a majority but less than seventy-five percent (75%) of the working interests qualified to vote is owned by one party to this agreement, a concurring vote of sufficient additional parties, so as to constitute in the aggregate not less than seventy-five percent (75%) of the total working interests, shall be required to select a new operator. Such selection shall not become effective until (a) a unit operator so selected shall accept in writing the duties and responsibilities of unit operator, and (b) the selection shall have been approved by the Commissioner. If no successor unit operator is selected and qualified as herein provided, the Commissioner at his election, with notice to the Division, may declare this unit agreement terminated.
- 6. ACCOUNTING PROVISIONS: The unit operator shall pay in the first instance all costs and expenses incurred in conducting unit operations hereunder, and such costs and expenses and the working interest benefits accruing hereunder shall be apportioned among the owners of the unitized working interests in accordance with an operating agreement entered into by and between the unit operator and the owners of such interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the unit operator as provided in this section, whether one or more, are herein referred to as the "Operating Agreement". No such agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the unit operator of any right or obligation established under this unit agreement and in case of any inconsistencies or conflict between this unit agreement and the operating agreement, this unit agreement shall prevail.
- 7. <u>RIGHTS AND OBLIGATIONS OF UNIT OPERATOR</u>: Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating and distributing the unitized substances are hereby delegated to and shall be exercised by the unit operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said unit operator and, together with this agreement, shall constitute and define the rights, privileges and obligations of unit operator. Nothing herein, however, shall be construed to transfer title to any lease or operating agreement, it being understood that under this agreement the unit operator, in its capacity as unit operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.
- 8. <u>DRILLING TO DISCOVERY</u>: The unit operator shall, within sixty (60) days after the effective date of this agreement, commence operations upon an adequate test well for oil and gas upon some part of the lands embraced within the unit area and shall drill said well with due diligence to a depth sufficient to attain the Penn Shale Formation, more specifically described as those depths from the top of the Penn Shale formation as found at 10,984' measured depth, to the top of the Strawn formation as found at 11,245' measured depth in the Schlumberger Dual Laterolog Micro-SFL log dated 4/25/1987 Yates Petroleum Corporation Airpath 'AEM' State #1, API: 30-025-29865-0000, located 660' FSL and 660' FEL of Section 8-T18S-R36E, Lea County, New Mexico. Until a discovery of a deposit of unitized capable of being produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling and producing operations with a reasonable profit) unit operator shall continue drilling diligently, one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities in the formation drilled hereunder.

Any well commenced prior to the effective date of this agreement upon the unit area and drilled to the depth provided herein for the drilling of an initial test well shall be considered as complying with the drilling requirements hereof with respect to the initial well. The Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when in his opinion such action is warranted. Upon failure to comply with the drilling provisions of this article the Commissioner may, after reasonable notice to the unit operator and each working interest owner, lessee and lessor at their last known addresses, declare this unit agreement terminated, and all rights privileges and obligations granted and assumed by this unit agreement shall cease and terminate as of such date.

9. <u>OBLIGATIONS OF UNIT OPERATOR AFTER DISCOVERY OF UNITIZED SUBSTANCES</u>: Should unitized substances in paying quantities be discovered upon the unit area, the unit operator shall on or before six months from the time of the completion of the initial discovery well and within thirty days after the expiration of each twelve months period thereafter, file a report with the Commissioner and Division of the status of the development of the unit area and the development contemplated for the following twelve months period.

It is understood that one of the main considerations for the approval of this agreement by the Commissioner of Public Lands is to secure the orderly development of the unitized lands in accordance with good conservation practices so as to obtain the greatest ultimate recovery of unitized substances.

After discovery of unitized substances in paying quantities, unit operator shall proceed with diligence to reasonably develop the unitized area as a reasonably prudent operator would develop such area under the same or similar circumstances.

If the unit operator should fail to comply with the above covenant for reasonable development this agreement may be terminated by the Commissioner as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units, but in such event, the basis of participation by the working interest owners shall remain the same as if this agreement had not been terminated as to such lands; provided, however, the Commissioner shall give notice to the unit operator

and the lessees or record in the manner prescribed by (Sec. 19-10-20 N.M. Statutes 1978 Annotated), of intention to cancel on account of any alleged breach of said covenant for reasonable development and any decision entered thereunder shall be subject to appeal in the manner prescribed by (Sec. 19-10-23 N.M. Statutes 1978 Annotated), and , provided further, in any event the unit operator shall be given a reasonable opportunity after a final determination within which to remedy any default, failing in which this agreement shall be terminated as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units.

Notwithstanding any of the provisions of this Agreement to the contrary, all undeveloped regular well spacing or proration unit tracts within the unit boundaries shall be automatically eliminated from this Agreement and shall no longer be a part of the unit or be further subject to the terms of this agreement unless at the expiration of five (5) years after the first day of the month following the effective date of this agreement diligent drilling operations are in progress on said tracts.

10. PARTICIPATION AFTER DISCOVERY: Upon completion of a well capable of producing unitized substances in paying quantities the owners of working interests shall participate in the production therefrom and in all other producing wells which may be drilled pursuant hereto in the proportions that their respective leasehold interests covered hereby on an acreage basis bears to the total number of acres committed to this unit agreement, and such unitized substances shall be deemed to have been produced from the respective leasehold interests participating therein. For the purpose of determining any benefits accruing under this agreement and the distribution of the royalties payable to the State of New Mexico and other lessors, each separate lease shall have allocated to it such percentage of said production as the number of acres in each lease respectively committed to this agreement bears to the total number of acres committed hereto.

Notwithstanding any provisions contained herein to the contrary, each working interest owner shall have the right to take such owner's proportionate share of the unitized substances in kind or to personally sell or dispose of the same, and nothing herein contained shall be construed as giving or granting to the unit operator the right to sell or otherwise dispose of the proportionate share of any working interest owner without specific authorization from time to time so to do.

- 11. ALLOCATION OF PRODUCTION: All unitized substances produced from each tract in the unitized area established under this agreement, except any part thereof used for production or development purposes hereunder, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of the unitized land, and for the purpose of determining any benefits that accrue on an acreage basis, each such tract shall have allocated to it such percentage of said production as its area bears to the entire unitized area. It is hereby agreed that production of unitized substances from the unitized area shall be allocated as provided herein, regardless of whether any wells are drilled on any particular tracts of said unitized area.
- 12. PAYMENT OF RENTALS, ROYALTIES AND OVERRIDING ROYALTIES: The respective lease owners in accordance with the terms of their leases shall pay all rentals due to the State of New Mexico.

All royalties due to the State of New Mexico under the terms of the leases committed to this agreement shall be computed and paid on the basis of all unitized substances allocated to the respective leases committed hereto; provided, however, the State shall be entitled to take in kind its share of the unitized substances allocated to the respective leases, and in such case the unit operator shall make deliveries of such royalty share in accordance with the terms of the respective leases.

All rentals, if any, due under any leases embracing lands other than the State of New Mexico, shall be paid by the respective lease owners in accordance with the terms of their leases and all royalties due under the terms of any such leases shall be paid on the basis of all unitized substances allocated to the respective leases committed hereto.

If the unit operator introduces gas obtained from sources other than the unitized substances into any producing formation for the purpose of repressuring, stimulating or increasing the ultimate recovery of unitized substances therefrom, a like amount of gas, if available, with due allowance for loss or depletion from any cause may be withdrawn from the formation into which the gas was introduced royalty free as to dry gas but not as to the products extracted therefrom; provided, that such withdrawal shall be at such time as may be provided in a plan of operation consented to by the Commissioner and approved by the Division as conforming to good petroleum engineering practices; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

If any lease committed hereto is burdened with an overriding royalty, payment out of production or other charge in addition to the usual royalty, the owner of each such lease shall bear and assume the same out of the unitized substances allocated to the lands embraced in each such lease as provided herein.

13. LEASES AND CONTRACTS CONFORMED AND EXTENDED INSOFAR AS THEY APPLY TO LANDS WITHIN THE UNITIZED AREA: The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling development or operation for oil or gas of the lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extended insofar on consider with the terms of this agreement and the approval of this agreement by the Commissioner and the respective lessors and lessees shall be effective to conform the provisions and extend the terms of each such lease as to lands within the unitized area to the provisions and terms of this agreement; but otherwise to remain in full force and effect. Each lease committed to this agreement, insofar as it applies to lands within the unitized area, shall continue in force beyond the term provided therein as long as this agreement remains in effect, provided, drilling operations upon the initial test well provided for herein shall have been commenced or said well is in the process of being drilled by the unit operator prior to the expiration of the shortest term lease committed to this agreement. Termination of this agreement shall not affect any lease which pursuant to the terms thereof or any applicable laws would continue in full force and effect thereafter. The commencement, completion, continued operation or production on each of the leasehold interest committed to this agreement and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each leasehold interest committed to this agreement and operations or production on the part of the unit operator or any of the owners of the respective leasehold interests committed to this last between the leasehold interests committed to this agreement.

Any lease embracing lands of the State of New Mexico of which only a portion is committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such leases shall apply separately as two separate leases as to such segregated portions, commencing as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced within the unitized area and committed to this agreement, in accordance with the terms of this agreement. If oil and gas, or either of them, are discovered and are being produced in paying quantities from some part of the lands embraced in such lease which part is committed to this agreement at the expiration of the fixed term of such lease, such production shall not be considered as production from lands embraced in such lease which are not within the unitized area, and which are not committed thereto, and drilling or reworking operations upon some part of the lands embraced within the unitized area and committed to this agreement shall be considered as drilling and reworking operations only as to lands embraced within the unit agreement and not as to lands embraced within the lease and not committed to this unit agreement; provided, however, as to any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto upon which oil and gas, or either of them, has been discovered is discovered upon that portion of such lands not committed to this agreement, and are being produced in paying quantities prior to the expiration of the fixed term of such

lease, such production in paying quantities shall serve to continue such lease in full force and effect in accordance with its terms as to all of the lands embraced in said lease.

- 14. <u>CONSERVATION</u>: Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State laws or regulations.
- 15. <u>DRAINAGE</u>: In the event a well or wells producing oil or gas in paying quantities should be brought in on land adjacent to the unit area draining unitized substances from the lands embraced therein, unit operator shall drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.
- 16. COVENANTS RUN WITH LAND: The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder to the grantee, transferee or other successor in interest. No assignment or transfer or any working, royalty, or other interest subject hereto shall be binding upon unit operator until the first day of the calendar month after the unit operator is furnished with the original, photo static, or certified copy of the instrument of transfer.
- 17. EFFECTIVE DATE AND TERM: This agreement shall become effective upon approval by the Commissioner and the Division and shall terminate in five (5) years after such date unless (a) such date of expiration is extended by the Commissioner, or (b) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof in which case this agreement shall remain in effect so long as unitized substances are being produced in paying quantities from the unitized land and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered are being produced as aforesaid. This agreement may be terminated at any time by not less than seventy-five percent (75%) on an acreage basis of the owners of the working interests, signatory hereto, with the approval of the Commissioner and with notice to the Division. Likewise, the failure to comply with the drilling requirements of Section 8 hereof, may subject this agreement to termination as provided in said section.
- 18. RATE OF PRODUCTION: All production and the disposal thereof shall be in conformity with allocations, allotments, and quotas made or fixed by the Division, and in conformity with all applicable laws and lawful regulations.
- 19. <u>APPEARANCES</u>: Unit operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby, before the Commissioner of Public Lands and the Division, and to appeal from orders issued under the regulations of the Commissioner or Division, or to apply for relief from any of said regulations or in any proceedings on its own behalf relative to operations pending before the Commissioner or Division; provided, however, that any other interest party shall also have the right at his own expense to appear and to participate in any such proceedings.
- 20. NOTICES: All notices, demands, or statements required hereunder to be given or rendered to the parties hereto, shall be deemed fully given, if given in writing and sent by postpaid registered mail, addressed to such party or parties at their respective addresses, set forth in connection with the signatures hereto or to the ratification or consent hereof, or to such other address as any such party may have furnished in writing to party sending the notice, demand, or statement.
- 21. LOSS OF TITLE: In the event title to any tract of unitized land or substantial interest therein shall fail, and the true owner cannot be induced to join the unit agreement so that such tract is not committed to this agreement, or the operation thereof hereunder becomes impracticable as a result thereof, such tract may be eliminated from the unitized area, and the interest of the parties readjusted as a result of such tract being eliminated from the unitized area. In the event of a dispute as to the title to any royalty, working, or other interest subject hereto, the unit operator may withhold payment or delivery of the allocated portion of the unitized substances involved on account thereof, without liability for interest until the dispute is finally settled, provided that no payments of funds due the State of New Mexico shall be withheld. Unit Operator, as such, is relieved from any responsibility for any defect or failure of any title hereunder.
- 22. SUBSEQUENT JOINDER: Any oil or gas interest in lands within the unit area not committed hereto, prior to the submission of the agreement for final approval by the Commissioner and the Division, may be committed hereto by the owner or owners of such rights, subscribing or consenting to this agreement, or executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the operating agreement providing for the allocation of costs of exploration, development, and operation. A subsequent joinder shall be effective as of the first day of the month following the approval by the Commissioner and the filing with the Division of duly executed counterparts of the instruments committing the interest of such owner to this agreement, but such joining party or parties, before participating in any benefits hereunder, shall be required to assume and pay to unit operator, their proportionate share of the unit expenses incurred prior to such party's or parties joinder in the unit agreement, and the unit operator shall make appropriate adjustments caused by such joinder, without any retroactive adjustment of revenue.
- 23 <u>PRE-APPROVAL OF UPDATED UNIT AGREEMENT</u>: Unit operator pre-approves the amendment of this Unit Agreement to conform to a standard Unit Agreement form to be updated by Commissioner of Public Lands subsequently, and once Commissioner of Public Land's standard Unit Agreement form is updated, unit operator agrees to execute an amendment of this Unit Agreement to conform to the new standard Unit Agreement form within forty-five (45) calendar days of said request by Commissioner of Public Lands.
- 24. NO SEVERABILITY: The Parties intend this Unit Agreement to be indivisible and non-severable, and each Party agrees that it has assented to all the terms and provisions of the Unit Agreement as a single whole, and that all such terms and provisions taken together constitute the Parties' agreement. If any term or provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the entirety of the Agreement shall be rendered invalid, void and unenforceable.
- 25. COUNTERPARTS: This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument in writing specifically referring hereto, and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above described unit area.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this agreement to be executed as of the respective dates set forth opposite their signatures.

[Note – Signature pages follow.]

#### UNIT OPERATOR AND WORKING INTEREST OWNER

BUSINESS ENTITY	SIGNATURE OF OFFICER
Address	Date of Execution
STATE OFCOUNTY OF	) ss.
A	cknowledgment in an Individual Capacity
	This instrument was acknowledged before me on Date
by	
Name(s) of Person(s)	
(Seal)	Signature of Notarial Officer
	My commission expires:
Acl	knowledgment in a Representative Capacity
	This instrument was acknowledged before me on Date
by	
Name(s) of Person(s)	
as	of
	e, etc Name of party on behalf of whom instrument was executed
(Scal)	Signature of Notarial Officer
	My commission expires:

2 mi	36	1	12	13	24
1	35	2	11	14	23
	34	м	19 10 vC-0729-0001 VC-0729-0001 OS AO-1175-0055	23 AQ-465-0000 VC-0742-0001	22
28	31.75.36E 80.3735.000	00 40-1375-0055 00 40-15-5-30001	9 vc.0738-0001 18S 36E	16 25 25 atom	21 30 80-2339-0012
	100-575-57V	08 00-31-4-0010 4 00-00-77-0-000	1000-9E20-50A	80-2735-0008 80-2735-0008	
29	32	NC-0726-0000 5 NC-0725-0000	8 E000-1520-01	12 NC071-0091	20
EXHIBIT "A" - TRACT MAP AND UNIT BOUNDARY	31	13 VC-0727-0000 6 80-2287-0006	14 14 102 16 16 16 16 16 16 16 16 16 16 16 16 16	29 20-02-43-0001 118	19
EXHIBIT "A" - 1 UNIT BO	17 <u>S</u> :35E	H	12 18S 35E	13	24



Exhibit "B" Schedule of Ownership

L										
TRACT	DESCRIPTION OF LANDS	ACRES	EXP DATE	ROYALTY	LESSOR	LESSEE OF RECORD	OVERRIDING ROYALTY INTEREST OWNER	ORRI%	WORKING INTEREST OWNER	WI%
	SW4 SEC. 33, T175-R36E	160.00	6/1/2025	1/5	State of New Mexica VC-0736-0000	Texas Standard Oil LLC	N/N	N/A	Texas Standard Oit L.C	100.000000%
$\vdash$	SW4SF4 SFC 33, TL75-R36F	40.00	5/1/2025	1/2	State of New Mexico VC-0773-0001	BTA Oil Producers	N/A	N/N	BTA Oil Producers, LLC	87.655384%
	SW4SF4 SEC. 33, TL75 R36F	-	5/1/3025	5/1	State of New Mexico VC-0723-0001	8TA ON Producers	4/N	N/A	Yates Energy Corporation	5 625000%
_	SW4SE4 SEC. 33, TL75 R36E		\$202/1/5	1/5	State of New Mexico VC-0723-0001	BTA Oil Producers	N/A	v/v	Hutchings Oil Company	2.917736%
L	SW4SF4 SFC. 33, T175-R36F		5/11/5025	1/2	State of New Mexico VC-0723-0001	BTA Oil Producers	N/A	N/A	Hat Mesa Oil Company	%2602911
L	SW4SF4 SFC 73, TL75-R36E		5/11/5025	\$/1	State of New Mexico VC 0723 0001	BTA Oil Producers	N/A	N/A	Worrall investment Corporation	0.933673%
L	SW4SE4 SEL 33, T17S-R36E		\$502/11/5	1/5	State of New Mexico VC:0723:0001	BTA Oil Producers	N/A	N/A	SCW Interiors, Inc.	0.583546%
$oxed{igspace}$	SW4SE4 SEC 33, 1175-R36E		5/1/3025	\$/1	State of New Mexico VC:0723-0001	BTA Oil Producers	N/A	N/A	Scott-Winn, II.C	0.567500%
L	SW4SF4 SFC 33, 1175-R36f		5/173035	5/1	State of New Mexico VC-0723 0001	BTA Oil Producers	N/A	N/A	201,110	0.555075%
_	SW4SE4 SEC. 33, T175-R36F		5/1/2025	1/5	State of New Mexico VC-0723-0001	BTA Oil Producers	Sheryl Cox	0.0200098	INA	3.0000009
$\perp$	SW45f4 5EC 33, T175 R36E		\$/1/2025	1/5	State of New Mexico VC-0723-0001	BTA Oil Producers	Base Development Co., Inc.	0.110000%	Na	0.0000005
$\perp$	SW4SF4 SFC 33, T175-R36F		5/11/2025	1/5	State of New Mexico VC-0723-0003	BTA Oil Producers	Joyco Investments, U.C.	0.110000%	NA	0 0000000%
	SW45E4 SEC 33, T175 R36E		\$/1/2035	1/2	State of New Mexica VC-0723-0003	BTA Oil Producers	Sue Hanson McBride	0.110000%	WA	90000000
1	SW4SE4 SEC. 33, T175 R36F		5/1/2025	1/5	State of New Mexico VC-0723-0001	BTA Oil Producers	Julie Scott McBride	0.110000%	N/A	0 000000%
	SW4SF4 SEC 33, T175 R36E		\$707.025	1/3	State of New Mexico VC-073-0001	8TA Oil Producers	Dauglas Ladson McBride, III	8.110000%	N/A	0 00000058
	SW4SE4 SEC. 33, T175-R36F		5/1/2025	1/5	State of New Mexico VC-0723-0001	BTA Oil Producers	CLM Production Company	0.11000036	WA	0.00000096
	N2SF4, SF45F4.SFC 33, T175-R36F	120.00	4811	8/1	State of New Mexico 80:2735-0008	XTO Holdings. LLC	N/A	N/A	XTO violdings, v.C.	100 COCC00%
	SF4 SFC 7, T185-R36F	160.00	+85	1/8	State of New Mexico 80:2735 0008	XTO Holdings, LLC	N/A	N/A	XTO Holdings, LLC	100.0000005
l	NW4 SEC. 16, T185.R36F	160.00	dBI4	8/1	State of New Mexico 80:2735:0008	XTO Holdings, s10	N/A	N/A	XTO Holdings, LLC	100 000000%
l	E25E4 SEC. 4, T185-R36E	80.00	4814	1/8	State of New Mexico A0-1543-0001	Chevran USA, inc.	N/A	N/A	Chevron USA Inc.	100.000000%
	W2SE4, SZNE4 SEC. 4, T185 R36F	160 00	5/1/3025	1/5	State of New Mexico VC-0724-0000	DGP Energy, LLC	8/4	N/A	Texas Standard Oil Lt.C.	100 000000%
	NZNE4 (Lots 1, 2) SEC. 4, \$185-R36E	80,55	4811	1/8	State of New Mexico AD: 1375-0055	John S. Carron & Fletcher A. Carron	4/4	N/A	Stephen B. Catron	10.833100%
l	N2NE4 (Lots 1, 2) SEC. 4, T18S-R36E		d8H	8/1	State of New Mexico AG-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Jean C. Eddy and Thomas B. Catron, MiTrust	7.875000%
	N2NE4 (Lots 1, 2) SFC. 4, T185-R36E		нвя	8/1	State of New Mexico A0-1375-0055	John S. Catron & Flexcher R. Catron	N/A	N/A	Nirvana Minerals, LP	7.500000%
l	N2NE4 (Lots 1, 2) SEC. 4, T18S-R36E		48H	B/1	State of New Mexico A0-1375-0055	John S. Catron & Fleicher R. Catron	N/A	N/A	The Greg & Nancy Vance Fon Gathering Company	7.500000%
	N2NE4 (Lots 1, 2) SEC. 4, T185-R36E		4811	1/8	State of New Mexico AG-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Nortrac Resources, LLC	7.291700%
l	N2NE4 (Lois 1, 2) SEC. 4, T185-R36F		чан	8/1	State of New Mexico AG-1375-0055	John S. Carron & Fletcher R. Catron	N/A	V/N	Katherine Wallace	6.093750%
	N2NE4 (Lots 1, 2) SEC. 4, T185-R36E		48H	1/8	State of New Maxico A0-1375-0055	John S. Carron & Fletcher R. Catron	N/A	N/N	Kristi Wallace	6.093750%
l	N2NE4 (Lots 1, 2) SEC. 4, T185-R36E		4811	1/8	State of New Mexico A0-1375-0055	John S. Carran & Fletcher R. Catron	N/N	A/A	Jay Wallace Gould	6.093750%
	NZNE4 (Lots 1, 2) SEC. 4, T185-R36F		dB);	1/8	State of New Mexico AD-1375-0055	John S. Carron & Fletcher R. Carron	N/A	N/A	Charles Louis Greer and Vi5 fbo the Greer Family	6.093750%
l	NZNE4 (Lots 1, 2) SEC. 4, T185-R36E		dBH	1/8	State of New Mexico AO:1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	John S. Catron, aran Revocable Trust dated 5/26/2005	6.041700%
	N2NE4 (Lots 1, 2) SEC. 4, T185-R36E		196	1/8	State of New Mexico A0-1375-0055	John S. Carron & Fletcher R. Catron	N/A	N/A	Sta Khalsa Wallacf Trustor Mark H. Wallace, deceased	2.437500%
l	NZNE4 (LOIS 1, 2) SEC. 4, T185-R36F		40H	8/1	State of New Mexico A0-1375-0055	John S, Catron & Fletcher R. Catron	N/A	N/A	Marriay Jessica WallaceMark II. Wallace, deceased	2.437500%
	N2NE4 (Lats 1, 2) SEC. 4, T185-R36E		48)	8/1	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Ann D. Allison aka Ann Allison Akin	2.083400%
	N2NE4 (Lots 1, 2) SEC. 4, T185-R36E		НВР	1/8	State of New Mexico A0-1375-0055	John S. Carron & Fletcher R. Catron	N/A	N/A	Michael Herd Moore and Pamela ChristineMoore Revocable Trust	2.083400%
l	N2NE4 (Lots 1, 2) SEC. 4, T185-R36F		deli	8/1	State of New Mexico A0-1375-0055	John S. Carron & Fletcher R. Carron	N/A	N/A	John N. Frey	1 968750%
l	N2NE4 ((0ts 1, 2) SEC. 4, T185-R36F		4811	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Stephon A. frey	1.968750%
	N2NE4 (Lats 1, 2) SEC. 4, T185-R36E		4811	1/8	State of New Mexico AG-1375-0055	Jahn S. Catron & Fletcher R. Catron	N/A	N/A	A. Hesan Frey	1.968750%
l	N2NE4 (LOIS 1, 2) SEC. 4, T185-R36E		dBH	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	David W. Frey	1.958750%
l	NZNE4 (LD19 1, 2) SEC. 4, T185-R36E		HBP	1/8	State of New Mexico AD-1375-0055	John S. Carron & Fletcher R. Carron	V/N	N/N	Fletcher R. Catron, Trustee of the Barbara Bergere Nau Trust	1.25000%
1	N2NE4 (Lois 1, 2) SEC. 4, T185-R36E		48H	8/2	State of New Mexico AD: \$375-0055	John S. Calron & Pletcher R. Catron	N/A	N/A	David H. Arrington	1.041760%
	N2NE4 (Lots 1, 2) SEC. 4, T18S-R36E		dilit	8/1	State of New Mexico A0-1375-0055	John S. Carron & Flatcher R. Carron	N/A	N/A	Breat W. McWharter or Ruth A. McWhortharter Living Trust	1 041700%
1			687	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Mary J. McWhorter and James R. McWhorter,t dated 2/17/1995	1.00170098

Exhibit "B" Schedule of Ownership

L										
	N2NE4 (Lots 1, 2) SFC. 4, T18S-R36F		118P	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/N	Marjorie A. Mosier	1.041657%
<u> </u>	N2NE4 (Lats 1, 2) SEC. 4, T185-R36E		4811	1/8	State of New Mexico A0-1375-0055	John S. Catron & Pletcher R. Catron	N/A	V/V	Lesse Woods-Holse	1.041657%
<u> </u>	N2NE4 (Lots 1, 2) SEC. 4, T185-R36E		4811	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	John C. Wentwarth	1.041667%
-	N2NE4 (Lots 1, 2) SEC. 4, T185-R36F		- HBP	1/8	State of New Mexico A0-1375-0055	Jahn S. Catron & Fletcher R. Catron	N/N	N/A	Evdyn W. Sharwood	1.041657%
$\vdash$	N2NE4 (Lots 1, 2) SEC. 4, T185-R36E		dBH	1/8	State of New Mexico A0-1375-0055	John S. Carron & Fletcher R. Carron	N/A	N/A	Phillip T. Sherwood	1.041657%
-	N2NE4 (Lots 1, 2) SEC. 4, T18S-R36E		481	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Ann Manning Fiegen	1.041667%
_	NZNE4 (Lots 1, 2) SEC. 4, T185-R36E	-	481	8/1	State of New Mexico A0:1375:0055	John S, Carron & Fletcher R. Carron	N/A	N/N	Margaret Slayton	0.520800%
$\vdash$	N2NE4 (Lots 1, 2) SEC. 4, T185-R36E		HBP	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	A/N	Innoventions, Inc.	0.520800%
-	£25£4 SEC. 10, T185-R36E	80.00	dBre	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/N	Stephen B. Carron	10.833100%
├-	E2SE4 SEC. 10, T18S-R3GE		dBk	8/1	State of New Mexico AD-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/N	Jean C. Eddy and Thomas B. Catron, III, Trust	7.875000%
┼-	£25E4 SEC. 10, T185-R36E		496	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Nirvana Minorals, LP	7.500000%
-	E2SE4 SEC. 10, T18S-R3GE		481	8/1	State of New Mexico A0-1375-0055	John S. Catron & Retcher R. Catron	N/A	N/A	The Greg & Nancy Vance Fon Gathering Company	7.500000%
	£25£4 5£C. 10, T185-R36E		489	8/1	State of New Mexico A0-1375-0055	John 5. Catron & Fletcher R. Catron	N/A	√/N	Mortrac Resources, LLC	7.291700%
-	E25E4 SEC. 10, T185-R36E		4911	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/N	Katherine Wallace	8093750%
<u> </u>	E25E4 SEC. 10, T185-R36E	Ŀ	ABP	8/1	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Kristi Wallace	6.093750%
<u> </u>	£25E4 SEC. 10, T18S-R36F		HBP	1/8	State of New Mexica AD-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Jay Walface Gould	6.093750%
_	E2SE4 SEC. 10, T18S-R36E		deli	8/1	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Charles Louis Greer and Vi5 fbo the Greer Family	6.093750%
1	£25E4 5EC. 10, 7185-R36E		48H	8/1	State of New Mexico A0-1373-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	John S. Catron, aron Revocable Trust dated 5/26/2005	6.041700%
L	£25E4 SEC. 10, T185-R36E		4811	8/1	State of New Mexico A0-1375-0055	John S. Cateon & Fletcher R. Catron	N/A	N/A	Sta Khaka Wallacf Trustor Mark H. Wallace, deceased	2.437500%
<u> </u>	£25£4 5EC, 10, T185-R36E		4819	8/1	State of New Mexico A0:1375:0055	John S. Carron & Fletcher R. Carron	N/A	N/A	Marriay Jessica WallaceMark H. Wallace, deceased	2.437500%
_	£25F4 SEC. 10, T185-R36E		4814	8/1	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Ann D, Allison aka Ann Allison Akin	2.083400%
<u>L</u>	F25F4 SEC, 10, 7185-R36F		4811	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Michael Herd Moore and Pamela ChristineMonre Revocable Trust	2.083400%
_	£23£4 5£C, 10, T185-R36E		481	1/8	State of New Mexico A0:1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/N	John N. Frey	1.968750%
L	E25E4 SEC. 10, T185-R36E		481	1/8	State of New Mexico A0:1375500.	John S. Catron & Fletcher R. Catron	N/A	N/A	Stephen R. Frey	1.958750%
_	£25£4 SEC. 10, T185-R36E		НВР	1/8	State of New Mexico AD-1375-0055	John S. Catron & Fletcher R. Catron	N/A	W/W	A. Heron Frey	1.968750%
_	E7554 SEC. 10, T185-R36E		HBP	1/8	State of New Mexico A0-1375-0055	John S. Catron & Flotcher R. Catron	N/A	N/N	David W. Frey	1.968750%
<u> </u>	£25E4 SEC. 10, T185-R36F		4811	1/8	State of New Mexico A0:1375:0055	John S. Catron & Fletcher R. Catron	N/A	N/A	fleicher R. Cairan, Trustee of the Barbara Bergare Nau Trust	1.250000%
_	E2SE4 SFC, 10, T18S-R36F		48H	1/8	State of New Mexico A0-1375-0055	John S. Carron & Fletcher R. Catron	N/A	N/A	David II, Artington	1.041700%
_	E2SE4 SEC. 10, T185-R36E		dBls	1/8	State of New Mexico A0:1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Brent W. McWharter or Ruth A. McWhortharter Living Trust	1.041700%
_	E2SE4 SEC. 10, T185-R36E		- IIBP	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	V/R:	w/w	Mary J. McWhorter and James R. McWhoster,s dated 2/17/1995	1.041700%
1	E25E4 SEC. 10, T185-R36E		dBi	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Marjorie A. Mosior	1.041667%
	E2SF4 SFC. 10, T18S-R36E	ŀ	4818	1/8	State of New Mexico A0-1375-0055	John S, Carron & Fletcher R. Catron	и/A	N/A	teslie Woods-Hulse	1.041667%
L	£25F4 SEC. 10, T185-R36E		4818	8/1	State of New Mexico A0-1375-0055	John S. Calron & Fletcher R. Catron	N/A	W/W	John C. Wentworth	1.041557%
<b>L</b> _	E2SE4 SEC. 10, T185-R36E		488	8/1	State of New Mexico A0-1375-0055	John S. Carron & Fletcher R. Catron	N/A	N/A	Evelyn W. Sherwood	1.041657%
<u> </u>	E2SE4 SEC. 10, T185-R36E		4811	8/1	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Phillip T. Sherwaad	1.041667%
L	£25£4 5£C, 10, T185-R35E		581	1/8	State of New Mexico A0-1375-0055	John S. Catron & Fletcher R. Catron	N/A	N/A	Ann Manning Fiegen	1.041667%
$\perp$	£25F4 SFC, 10, T185-R3GE		della	1/8	State of New Mexico A0-1375-0055	John S, Carron & Fletcher R. Carron	N/A	N/A	Margaret Slayton	0.520800%
$\vdash$	£25£4 S£C. 10, T185-R36E		4814	1/8	State of New Mexico A0-1375-0055	John S, Catron & Fletcher R. Catron	N/A	V/N	innoventians, Inc.	0.520800%
تًــا	1015 3,4, SEANW4, SW4 SEC. 4 T185-R36F	280 94	6/1/2025	1/5	State of New Mexico VC-0737-0000	Texas Standard Oil LLC.	N/A	N/A	Texas Standard Oil LLC	100 000000%
lacksquare	SW4NW4 SEC. 4, T18S-R36F	40.00	НАР	1/8	State of New Mexica BB-3114-0010	ZPZ Delaware I, U.C.	N/A	N/A	ZPZ Delaware I, LLC	100.000000%
L	E2 SEC. 5, T185-R36F	371.14	5/11/595	1/5	State of New Mexico VC-0725-0000	DGP Energy, LLC.	N/A	N/A	Texas Standard OM Lt.C	100.000000%
_	W2 SFC, 5, T185-R36E	321.17	5/1/3025	5/1	State of New Mexico VC-0726-0000	DGP Energy, t.LC	N/A	N/A	Texas Standard Off LLC	100.000000%
L	1015 1,2, 52NF4 Sec 6, F185-R36F	160.89	\$/1/3025	5/1	State of New Mexico VC-0727-0600	DGP Energy, LLC	N/A	N/N	Texas Standard CM LLC	106 060000%
<u> </u>	SE4 SEC. 6, T185-R36E	160.00	6811	8/1	3131e ol New Mexico BO-2287-0006	MRC Delaware Resources, LLC	N/A	N/A	Toxas Standard ON LLC	25.175345%
L	220 220 2 220		dBH	1/8	State of New Mexico 80-2287-0006	MRC Delaware Resources, LLC	N/N	N/A	MRC Polaware Becourges 110	32 55494052

Exhibit "B" Schedule of Ownership

1										
- 1	SE4 SEC. 6, T185-R36E		4BP	1/8	State of New Mexico 80-2287-0006	MRC Delaware Resources, LLC	Ν/Α	N/A	The MR Truss	14.612734%
	SE4 SEC. 6, 7185-R36E		HBP	1/8	State of New Mexico 80:2287-0006	MRC Delaware Resources, LLC	N/A	N/A	MRC Spiral Resources, LLC	20,087737%
	SE4 SEC. 6, 7185-R36E		dBII	1/8	State of New Mexico 80:2287:0005	MRC Dolaware Resources, LLC	N/A	N/A	Tara Rudman Revocable Trust	7.306367%
1	SE4 SEC. 6, T185-R36E	ŀ	dBH	1/8	State of New Mexico 80-2287-0006	MRC Delaware Resources, LLC	N/A	N/A	The Peter M. Young and Tachina Rudman Young Rev. Trst	7.306367%
1	SF4 SEC. 6, T185-R36E		dBIL	8/1	State of New Mexico 80-2287-0606	MRC Delaware Resources, U.C.	N/A	N/A	MAC Explorers Resources, 11C	5.993573%
1	SE4 SEC. 6, T185-R36E	Ŀ	4814	8/1	State of New Mexico 80-2287-0606	MRC Delaware Resources, LLC	N/A	N/A	Oxy Y-1 Company	0.325961%
	SE4 SEC. 6, T18S-R36E		489	8/1	State of New Mexico 80:2287:0006	MRC Delaware Resources, 11C	N/A	N/A	EOG Resources, Inc.	2.933501%
	S£4 SFC. 6, T185.R36E	ŀ	dBH	8/1	State of New Mexico 80-2287-0006	MRC Delaware Resources, LLC	N/A	N/A	NexGen Capital Resources, LLC	1.693576%
	SE4 SEC. 6, T185-R36E		4811	8/1	State of New Mexico 80:2287-6666	MRC Delaware Resources, LLC	Three Rivers Acquisition, LLC	12.500000%	N/A	N/A
	SE4 SEC. 6, T18S-R36E	Ŀ	484	1/8	State of New Mexico 80-2287-0006	MRC Delaware Resources, LLC	C. Mark Wheeler	0.062983%	N/A	N/A
	SE4 SEC. 6, T185-R36E		4811	8/1	State of New Mexico B0-2287-0006	MRC Delaware Resources, ELC	John Thomas	0.151052%	N/A	N/A
	SE4 SEC. 6, T185-R36E		484	8/1	State of New Mexico 80-2287-0006	MRC Delaware Resources, LLC	Paul R. Barwis	0,125877%	N/A	N/A
	SE4 SEC. 6, T185-R36F		49H	1/8	State of New Mexico 80-2287-0006	MRC Delaware Resources, ELC	Jomas E. Geligey	0.125877%	N/A	N/A
	SE4 SEC. 6, 7185-R365	ŀ	189	8/1	State of New Mexico BG:2287-0006	MRC Defaware Resources, LLC	Peawell Employee Rayalty Paol	0.037763%	N/A	N/N
	LOIS 3,4,5,6,7, SFANWA, E75W4 SEC B, T185	77 608	6/1/2025	1/5	State of New Mexico VC-0715-0660	Texas Standard Oil LIC	v/v	N/A	Texas Standard Oil LLC	100 000000%
	tots 1,2,3,4, E2W2, NEA SEC. 7, T18S-R36E	468.28	489	1/6	State of New Mexico VO-9260-0002	Texas Standard Oil LLC	V/N	N/A	Texas Standard Oil LLC	100.000000%
	LOIS 1,2,3,4, E2W2, NE4 SEC. 7, T185-R36E	ŀ	dBH	9/1	State of New Mexico V0-9260-0002	Texas Standard Oil LLC	Past Oak Crown IV, LLC	0.657692%	N/A	N/A
4	Lots 1,2,3,4, E2W2, NE4 SEC, 7, T1RS-R3GE		HBP	1/6	State of New Mexico VO-9260-0002	Texas Standard Oil LLC	Mavros Dil Company, LLC	3.730958%	N/A	N/N
	Lots 1,2,3,4, E2W2, NE4 SEC. 7, T185-R36E		dBH	1/6	State of New Mexico VO-9260-G002	Texas Standard Oil LLC	Collins & Jones Investments, LLC	0.500158%	N/A	N/A
	LOIS 1,2,3,4, E2W/2, NE4 SEC. 7, T18S-R36E		40H	1/6	State of New Mexico VB-9260-0002	Texas Standard ON 11C	MCT Energy, 11d.	0.083368 <b>%</b>	V/N	v/v
	LOIS 1,2,3,4, E2W2, NE4 SEC. 7, T18S-R3GE	L	4811	1/6	State of New Mexico Vo-9250-0002	Texas Standard Oil LLC	H. Jason Wacker	80522200	N/A	N/N
	Lots 1,2,3,4, E2W2, NE4 SEC. 7, T18S-R3GE	ŀ	4814	1/6	State of New Mexico V0-9250-0002	Texas Standard Oil LLC	David W. Cromwell	0.057550%	Ν/A	N/A
	LOIS 1,2,3,4, £2W2, NEA SEC. 7, T18S-R36E	L	491	1/6	State of New Mexico VO-9260-0002	Texas Standard Cil LLC	Oak Valley Mineral & Land, LP	0.040551%	N/A	N/A
	Lots 1,2,3,4, £2WZ, NE4 SEC. 7, T18S-R36E	ŀ	deli	1/6	State of New Mexico VO-9260-0002	Texas Standard Oil LLC	Crown Oil Portners, LP	0.150546%	N/A	N/A
	Lors 1,2,3,4, £2W2, NE4 SEC. 7, T185-R36F	Ŀ	186	1/6	State of New Mexico VO-9260-0002	Texas Standard Oil LLC	Post Oak Mawos B, LLC	0.339793%	N/A	N/A
	iots 1,2,3,4, E2W2, NE4 SEC. 7, T18S-R3GE		481+	9/1	State of New Mexico VO-9260-0002	Texas Standard Gil LIC	Sartida Resources, LLC	0.025169%	N/A	N/A
	N2 SEC. 8, T185 R36f	320.00	6/1/2025	1/6	State of New Mexico VO-9251-0002	Texas Standard Oil LLC	N/A	N/A	Texas Standard Oil 11.C	100.000005
	N2 SFC. 8, T18S R36F		6/11/025	9/1	State of New Mexico V0-9251-0002	Texas Standard Oil LIC	Past Oak Crown IV, 11C	0.657692%	NA	N/A
	N2 SFC 8, T185 R36F		6/1/2025	9/1	State of New Mexico VO 9251-0002	Texas Standard Oil L.C.	Mavius Oil Comaany, U.C.	3,730958%	N/A	N/A
	N7 SFC 8, T185 R36F		6/1/3025	9/1	State of New Moxico VO-9251-0002	Toxas Standard (A) Lt.C.	Collins & Jones Investments, 114	0.500158%	N/A	N/A
	NZ SEC. 8, T185 R36F		6/1/2025	1/6	State of New Mexico V0:9251-0002	Texas Standard Oil L.C.	MCT Energy, Ltd.	0.083358%	N/A	N/A
	N2 SEC. 8, T185-R36?		6/1/2025	1/6	State of New Mexico V0-9251-0002	Texas Standard OH LLC	H. Jason Wacker	8055250:0	N/A	N/A
	N2 SEC. 8, TLBS-R36?		\$202/1/9	9/1	State of New Mexico VO 9251-0002	Texas Standard (M LLC	Bavid W. Comwell	0.057550%	N/A	N/A
	N2 SEC. 8, T185-R36F		6/1/2025	9/1	State of New Mexico V0-9251 6002	Texas Standard Oil LLC	Gok Valley Mineral & Land, LP	0.040551%	e/N	N/A
	NZ SEC. 8, T185 R36F	ŀ	\$200/1/9	1/6	State of New Mexico VO-9251-G002	Texas Standard Oil LLC	Giown Dil Pariners, LP	0.150546%	NA	ν/ν
	N2 SEC. 8, T185 R36F		5/0///5	1/6	State of New Mexico V0-9251-0002	Texas Standard (Al LLC.	Post Oak Mavros #. 11C	0.339793%	NA	N/A
	N2 SEC. 8, T185-R36F		6/1/3025	1/6	State of New Mexico VB 9251-0002	Texas Standard Oil LLC	Sortido Resources, ELC	0.025169%	NA	NA
	S2 SEC. 8, 7185-R36E	320.00	9202/1/9	1/6	State of New Mexico V0-9251-0002	Texas Standard OR LLC	V/N	N/A	Texas Standard Oil LLC	100.000000%
	S2 SFC. 8, T185-A36E		6/1/2025	1/6	State of New Mexico VO-9251-0002	Texas Standard ON LLC	Post Dak Crown IV, 1LC	0.657692%	N/A	N/A
	S2 SEC. 8, T185-R36E		8/1/2025	1/6	State of New Mexico V0-9261-0002	Texas Standard Oil 11.0	Mavæs Oil Company, LLC	3.730958%	N/A	N/A
	52 SEC. 8, T185-R36E		8/1/3025	1/6	State of New Mexico V0-9251-0002	Texas Standard Oil LLC	Collins & Jones Investments, LIC	0.500158%	N/A	N/A
	52 SEC. 8, T185-R36E	Ŀ	6/1/2025	1/6	State of New Mexico v0-9261-0002	Texas Standard Oil LLC	MCT Energy, Ltd.	0.083368%	N/A	N/A
	\$2 SEC. 8, T185-R36£		6/1/2025	9/1	State of New Mexico V0-9261-0602	Texas Standard Oil LLC	H. Jason Wacker	0.057550%	N/A	N/A
	S2 SEC. 8, T18S-R36E		6/1/2025	1/6	State of New Mexico VO-9261-0002	Texas Standard Oil LLC	David W. Cromwell	0.057550%	N/A	N/A

Exhibit "B" Schedule of Ownership

9	S2 SEC. 8, T18S-R36£		6/1/2025	9/1	State of New Mexica V0-9261-0002	Texas Standard Oil LLC	Crown Oil Partners, LP	0.150546%	NA	N/A
91	\$2 SFC. 8, T18S-R36E		6/1/2025	1/6	State of New Mexico V0-9261-0002	Texas Standard Oil LLC	Past Oak Mouras II, LLC	0.339793%	WA	N/A
16	S2 SFC. 8, T185-R36E	ŀ	6/1/2025	9/1	State of New Mexico V0-9261-0002	Texas Standard Oil LLC.	Sortido Resources, LLC	8691520'0	N/A	N/A
17	W2 SEC. 9, T18S 36E	320.00	5/1/5025	1/5	State of New Mexico VC: 0728:0000	DGP Energy, LLC	N/A	V/N	Texas Standard Oil LLC	100.00000036
81	£2 SEC. 9, T185-R36F	320.60	6/1/2025	5/1	State of New Mexico VG-0738-0000	Texas Standard Oil LLC	N/A	V/N	Texas Standard Oil LLC	100.000000%
61	W2 SEC. 10, F18S 436F	320.00	6/1/2025	1/5	State of New Mexico VC: 0739-0000	Texas Standard (Al LLC	N/A	V/N	Texas Standard Oll LLC	100.00000096
50	W2564, NEA SEC. 10, T185-R36F	240.00	5/1/2025	5/1	State of New Mexico VC-0729-0000	DGP faergy, LtC	N/N	v/N	Texas Standard Oil LLC	100.000000%
~	NZ SEC. 15, T185-R36E	370 00	480	1/8	State of New Mexico 80-0230-0601	Chevron USA, inc	A/N	v/N	Chevron USA inc	100.600000%
22	SE4 SEC. 15, T185-R36E	160.00	6/1/202\$	1/5	State of New Mexico VC-0747-0660	Texas Standard Oil LLC	N/A	N/A	Texas Standard Oil LEC	100.000000%
23	F25W4 SFC 15, T185-R36f	90.08	МВР	8/1	State of New Mexico AG-4095-0000	Bank of America, N.A., Estate of Fred suity	N/A	N/A	Branex Resources, inc.	25 000000%
23	E25W4 SFC. 15, T185-R36F		cer;	8/1	State of New Mexico A0-4095-0000	Bank of America, N.A., Estate of Fred Luthy	N/A	N/A	Penasco Petroleum, IIC	16.666667%
33	F25W4 SFC 15, T185-R36E		HBP	8/1	State of New Mexico AO-A095-0000	Bank of America, N.A., Estate of Fred Luthy	N/A	v/N	Rafia R. Hinkle, III	16 666667%
٦	F2SW2 SFC 15, T185-R365		4814	1/8	State of New Mexico A0-4096 0000	Bank of America, N.A., Estate of Fred Luthy	N/A	N/A	Pennies Fram Heaven, LLC	11,111111%
£	F25W4 SEC 15, T185-R36F		НВэ	1/8	State of New Mexico Att 4095-0000	Bank of America, N.A., Essate of Fred Luthy	N/A	v/N	Cyrene inman Trust, Cyrene inman as Trustee	211111111111111111111111111111111111111
23	E25W4 SFC 15, T185 R36F		нве	1/8	State of New Mexico A0-4096-0000	Bank of America, N.A., Estate of Fred Luthy	N/A	v/N	Permian Resources Operating, 11C.	11111111%
23	F25W4 SFC 15, T185-R36f		HBA	1/8	State of New Mexico 40:4096:0000	Bank of America, N.A., Estate of Fred Luthy	N/A	v/N	FMG Oil Properties, inc	8.333333%
73	F2SW4 SFC. 15, T185-R3GF		e SH4	1/8	State of New Mexico AD-A096-0600	Bank of America, N.A., Estate of Fred Cuthy	Tvero Royaltes, 11C c/o Cornehan Energy Capital Management, I.P	1.388889%	N/A	N/N
34	W2SW4 SEC. 15, T185-R36F	80.00	6/1/2025	1/5	State of New Mexico VC-0743-0060	Texas Standard Oil LLC	N/A	N/A	Toxas Standard Oil LLC	100.000060%
×	£2 SFC 16, T185 R36F	370.00	\$202/1/5	1/5	State of New Mexico VC-0730-0000	DOP ENUMBY, LLC	N/A	N/A	Texas Standard Oil LLC	100.00000%
92	SW4 SEC. 16, T185-R36E	160.00	6/1/2025	1/5	State of New Mexico VC-0744-6000	Texas Standard Oil LC	NA	N/A	Texas Standard Oil LLC	100.000000%
7.2	E2 SFC 17, T185-R36E	370 00	\$/1/5025	1/5	State of New Mexico VC 0731-0000	DGP Friergy, U.C.	N/A	N/A	Texas Standard Off Lt.C.	100.000000%
38	W2 SEC. 17, T185-R36F	370.00	6/1/2025	1/2	State of New Mexico VC-0745-0000	Texas Standard Oil LLC	N/A	N/A	Texas Standard Oil LLC	100.000000%
62	NE4 SEC. 18, T185-R36f	150.00	нар	1/8	State of New Mexico 80:0243:0001	Chewron USA, Inc.	N/A	N/A	Chevran USA Inc	100.000000%
30	NE4 SFC. 21, T18S-R36E	160.00	1486	8/1	State of New Mexico B0-2330-0612	Chevron USA, Inc.	N/A	N/A	Chevron USA Inc.	100.000000%

EXHIBIT "C"
SCHEDULE OF TRACT PARTICIPATION

TRACT NUMBER	UNIT PARTICIPATION PERCENTAGE
1	2.278313%
2	0.569578%
3	6.265361%
4	1.139157%
5	2.278313%
6	2.286145%
7	4.000433%
8	0.569578%
9	4.572859%
10	4.573286%
11	2.290986%
12	2.278313%
13	4.410956%
14	6.668053%
15	4.556626%
16	4.556626%
17	4.556626%
18	4.556626%
19	4.556626%
20	3.417470%
21	4.556626%
22	2.278313%
23	1.139157%
24	1.139157%
25	4.556626%
26	2.278313%
27	4.556626%
28	4.556626%
29	2.278313%
30	2.278313%
TOTAL	100.000000%

### Exhibit "E" Unit Development Plan

#### **Development Plan for TXS Big Dog State Exploratory Unit Proposal**

Texas Standard Operating NM LLC is formally requesting the formation of an exploratory unit that comprises all, or part, of Section 33, in T17S, R36E and Sections 4,5,6,7,8,9,10,15,16,17,18 and 21 in T18S, R36E in Lea County.

The initial test well, the Big Dog State Unit #1H will be a Penn Shale test. We will drill, complete, test, and connect the well to a gas pipeline. If the completion results in an economically commercial well, we intend to drill, complete, test, and connect to a gas pipeline an additional well to confirm the economic viability of the Penn Shale development. If the second well completion results in an economically commercial well, Texas Standard intends to develop the Penn Shale over the ensuing five years. Full development of the unit will consist of 24 horizontal shale wells between 1.5-2.5 miles each, making use of multi-well pads and facilities. See Exhibit "A -1" for visual representation.

### UNIT AREA DESCRIPTION FOR THE DEVELOPMENT AND OPERATION OF THE

		BIG D	OG STATE E	XPLORATORY	<u></u>	UNIT AREA
	<del></del>		LEA		COUNTY(II	ES), NEW MEXICO
ı. UNIT AREA:	The following des	scribed land is hereby	designated and recognize	d as constituting the unit area		
	-	36E , <sub>N.M</sub>	-			
Section 33	Subdivisions	S2				
Township1	8S, Range_	36E, <sub>N.M</sub>	.P.M.			
Section 4	Subdivisions:	All				
Section 5	Subdivisions	All				
Section 7	Subdivisions	All				
Section 9	Subdivisions	All				
Section10	Subdivisions	: <u>All</u>				
Section 16	Subdivisions	All				
	Subdivisions					
Section 18	Subdivisions:					
Section 21	Subdivisions	NE4				
Containing	7.022.74	4	man on loss in County	(ing)	ΙFΑ	X



### Stephanie Garcia Richard COMMISSIONER

### State of New Mexico Commissioner of Public Lands

310 OLD SANTA FE TRAIL P.O. BOX 1148 SANTA FE, NEW MEXICO 87504-1148 COMMISSIONER'S OFFICE

Phone (505) 827-5760 Fax (505) 827-5766 www.nmstatelands.org

October 30, 2024

Texas Standard Oil, LLC Attn: Mr. Matt Roberson 7611 Woodthrush Drive Dallas, TX 79705

Re:

Preliminary Approval

TXS Big Dog State Exploratory Unit

Lea County, New Mexico

Dear Mr. Roberson,

This office has received the unexecuted copy of the unit agreement that you have submitted for the proposed TXS Big Dog State Exploratory Unit area, Lea County, New Mexico. This agreement meets the general requirements of the Commissioner of Public Lands, who has this date granted you preliminary approval as to content.

Preliminary approval shall not be construed to mean final approval of this agreement in any way and will not extend any short-term leases until final approval and an effective date have been given.

When submitting your agreement for final approval, please include the following:

- 1. Application for final approval by the Commissioner setting forth the tracts that have been committed and the tracts that have not been committed.
- 2. Pursuant to Rule 19.2.100.51, a statement of facts showing that:
  - a. The agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy.
  - b. Under the proposed unit operation, the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas in place under its lands in the proposed unit area.
  - c. 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 unit area.

EXHIBIT A.3

- d. The unit agreement is in other respects for the best interest of the Trust.
- 3. All ratifications from the Lessees of Record and Working Interest Owners. All signatures should be acknowledged by a notary and one set must contain original signatures.
- 4. Approval order from the New Mexico Oil Conservation Division. State Land Office approval is conditioned upon approval by the New Mexico Oil Conservation Division.
- 5. One copy of the Unit Operating Agreement.
- 6. The applicable filing fee. Please consult the most recent schedule of fees.
- 7. The final unit agreement must be submitted on the final unit form that has yet to be published. The current form, on which the preliminary approval was based, was approved solely for TX Standard Oil to take to NMOCD hearing and is not the form on which final approval will be granted.
- 8. Any materials included in the presentation made to the NMSLO Cultural Resources Office and Surface Resources Division.

If you have any questions or if we may be of further assistance, please contact Baylen Lamkin at 505-827-6628 or blamkin@nmslo.gov

Respectfully,

Stephanie Garcia Richard

Commissioner of Public Lands

5.682//63

SGR/bl

cc: NMOCD - Attn: Mr. Leonard Lowe

SLORMD - Attn: Ms. Jeri Birge

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

APPLICATION OF TEXAS STANDARD OPERATING NM LLC FOR APPROVAL OF A UNIT AGREEMENT, LEA COUNTY, NEW MEXICO

**CASE NO. 25126** 

#### SELF-AFFIRMED STATEMENT OF DAVID ENTZMINGER

David Entzminger hereby states and declares as follows:

- 1. I am over the age of 18, I am a geologist for Texas Standard Operating NM LLC ("Texas Standard") and have personal knowledge of the matters stated herein. I have previously testified before the Oil Conservation Division ("Division") and my credentials as an expert in petroleum geology matters were accepted by the Division as a matter of record.
- 2. I am familiar with the geological matters involved in the above reference case and have conducted a geologic study of the proposed unit area.
- 3. The unitized interval is the Penn Shale formation, as found at 10,984' measured depth to the top of the Strawn formation, as found at 11,245' measured depth in the Schlumberger Dual Laterolog Micro-SFL log dated 4/25/1987 Yates Petroleum Corporation Airpath 'AEM' State #1, API: 30-025-29865-0000, located 660' FSL and 660' FEL of Section 8-T18S-R36E, Lea County, New Mexico.
- 4. Exhibits B-1 to B-5 comprise Exhibit D to the Unit Application, which I have included as exhibits to my declaration for convenience.
- 5. **Exhibit B-1** is a type log of the Airpath 'AEM' State #1, identifying the unitized interval by the light gray lines on the right side of the type log, with a diamond at the top of the Penn Shale and at the top of the Strawn.



- 6. **Exhibit B-2** is a regional locator map that identifies the Unit area that is the subject of this application. Exhibit B-2 also identifies the wells I used to create the cross sections.
- 7. **Exhibit B-3** is the North-South stratigraphic cross section. I used three wells to create this cross-section, shown on the inset map depicted with red and green circles. The green circle is the Airpath 'AEM' State #1 well, used for the type log. In my opinion, the well logs from these wells are representative of the geology underlying the unit area.
- 8. **Exhibit B-4** is the West-East stratigraphic cross section. I used five wells to create this cross-section, shown on the inset map depicted with red and green circles. The green circle is the Airpath 'AEM' State #1 well, used for the type log. In my opinion, the well logs from these wells are representative of the geology underlying the unit area.
- 9. I do not observe any faulting, pinch-outs, or geologic impediments to developing the targeted interval.
- 10. Based on my geologic study of the area, the targeted interval underlying the Unit is suitable for development by horizontal wells and the tracts comprising the Unit will contribute more or less equally to the production of the Wells.
  - 11. **Exhibit B-5** is a summary of my geologic review.
- 12. In my opinion, the proposed Unit area is prospective for the recovery of oil and gas from the unitized interval and suitable for development under a unit plan.
- 13. In my opinion, the granting of Texas Standard's application will serve the interests of conservation, the protection of correlative rights, and the prevention of waste.
- 14. The attached exhibits were either prepared by me or under my supervision or were compiled from company business records.

15. I understand this Self-Affirmed Statement will be used as written testimony in the subject cases. I affirm that my testimony above is true and correct and is made under penalty of perjury under the laws of the State of New Mexico. My testimony is made as of the date handwritten next to my signature below.

Date

David Entzminger

AIRPATH 'AEM' STATE #1 API#- 3002529865 Sec 8, 718S R36E Lea Co., NM

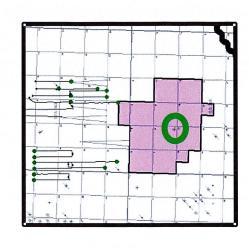
Schlumberger Dual Laterolog Micro SFL & Compensated Neutron/ Litho-Density Log

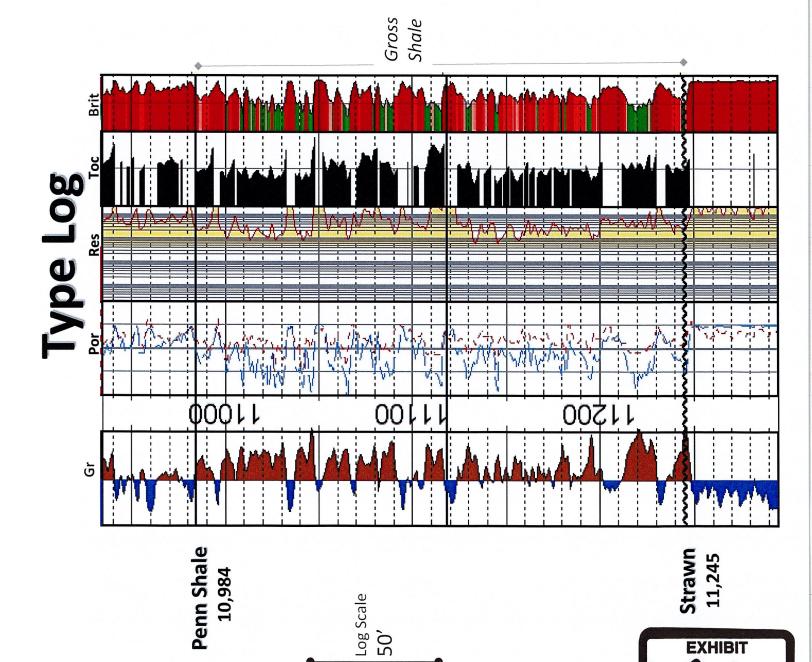
nsated Neutron/ Litho-Density Log
Dated – April 25, 1987 **Texas Standard Oil LL** 

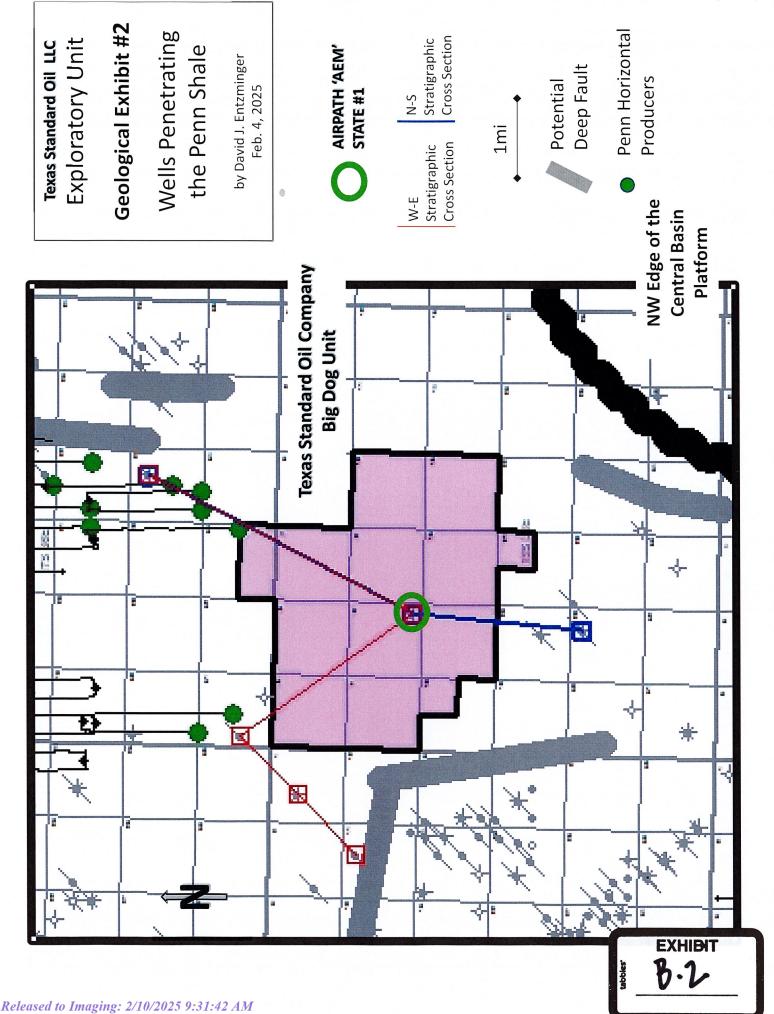
Texas Standard Oil LLC Exploratory Unit Geological Exhibit #1

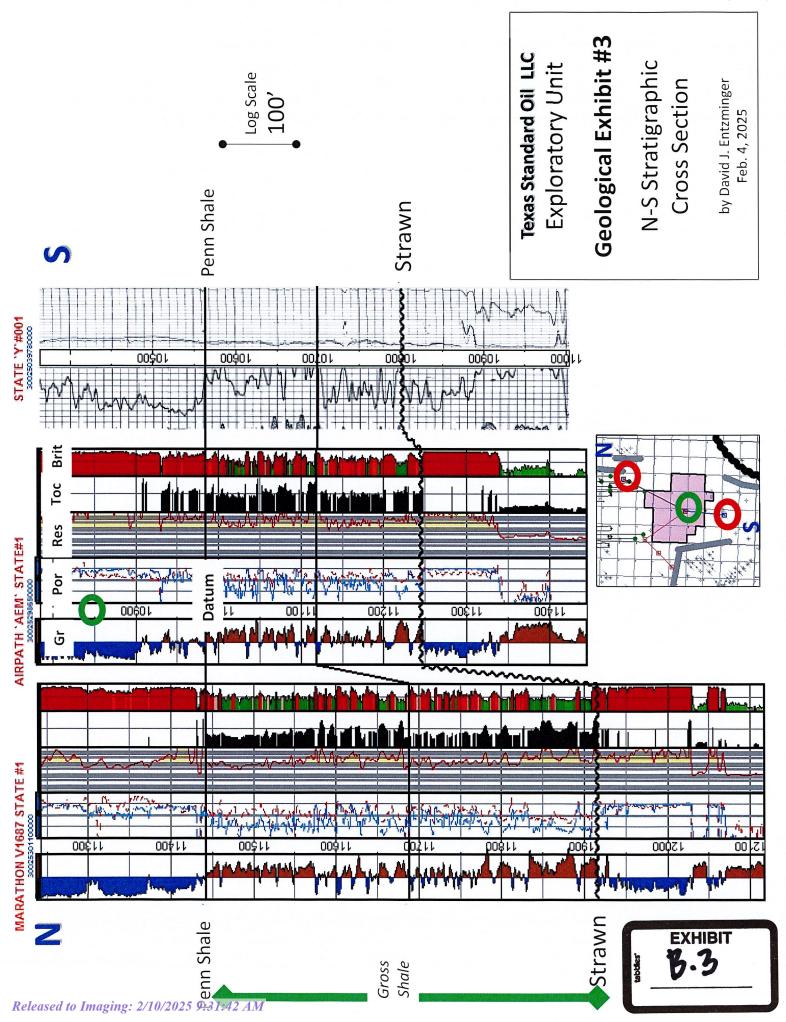
Type Log

by David J. Entzminger Feb. 4, 2025









## Exhibit "D" Geologic Evaluation

# Geologic Write Up for Texas Standard Oil, LLC. TXS Big Dog State Exploratory Unit Proposal

By David J. Entzminger

Texas Standard Oil Company is formally requesting the formation of an exploratory unit that comprises all or portions of Section 33 in T17S: R36E and Sections 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18 and 21 in T18S: R36E in Lea County, New Mexico.

The exploratory unit is proposed to encompass the Penn Shale interval, corresponding to the log depths between 11,442 feet and 11,917 feet on the Phasor Induction & Litho-Density/Compensated Neutron Logs by Schlumberger for the Marathon State V1687 #1 (API: 3002530110), located in Section 27, Township 17 South, Range 36 East of Lea County, New Mexico, see Geological Exhibit #1.

The stratigraphic thicknesses of the Penn Shale interval, as defined above, is found across the acreage proposed for unitization, see Geological Exhibits #2 and 3. The Penn Shale lithology is comprised of organic shale, siltstone, sandstone and limestone deposited during the Pennsylvanian time period.

The Penn Shale possesses multiple hydrocarbon-bearing zones with porosities and permeabilities that are too low for conventional vertical development. Therefore, it requires horizontal drilling and hydraulic fracking to produce economically viable reserves. The discovery well for the Penn Shale in the area was the Manzano LLC, Vindicator 15 State Unit #153H located in Section 15, Township 17 South, Range 36 East of Lea County, New Mexico, Exhibits 3 and 4. Since that completion of this discovery well, several additional horizontal wells have been successfully completed immediately north of the proposed unit as shown on Geological Exhibits #3 and #4.

The primary horizontal target within the unit is the lower Penn Shale as noted on Geological Exhibit #2, however the upper portion of the Penn Shale is also prospective. The Penn Shale as illustrated on Geological Exhibit #2 is continuous across the area with some thickening and thinning as can be seen in the cross section. Over the unit the interval averages 300 feet in thickness. Structurally, the proposed unit wells will be 500 feet to potentially 2,000' shallower than the discovery well that should reduce some of the drilling costs.

Unitization of this acreage is favorable to the State of New Mexico because it will allow capturing these minerals in a prudent manner maximizing revenue for the State in a manner that will reduce environmental impact to the area. Utilizing horizontal pad drilling reduces environmental impact and allows the most cost-efficient approach to developing the proposed unit. In addition, it minimizes the surface area affected while maximizing the cost effectiveness of building infrastructure such as roads, electrical lines, natural gas lines, saltwater disposal systems and production facilities. The goal of the exploration and development plan will be to increase production at a rate over time in order to optimize the large capital investment required for the development of this pool.

Future development plans will be submitted each year pursuant to the Unit Agreement, and will be a function of geological understanding, exploration success and the commodity price environment. We respectfully submit this geologic write up as part of our formal proposal to form the exploratory unit in the above stated sections in Lea County, New Mexico.

EXHIBIT B. K

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

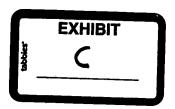
APPLICATION OF TEXAS STANDARD OPERATING NM LLC FOR APPROVAL OF A UNIT AGREEMENT, LEA COUNTY, NEW MEXICO

**CASE NO. 25126** 

## SELF-AFFIRMED DECLARATION OF DEANA M. BENNETT

Deana M. Bennett, attorney in fact and authorized representative of Texas Standard Operating NMLLC, the Applicant herein, declares as follows:

- 1) The above-referenced Application was provided under notice letter, dated January 23, 2025, attached hereto, labeled Exhibit C.1.
- 2) Exhibit C.2 is the mailing list, which show the notice letters were delivered to the USPS for mailing January 23, 2025.
- 3) Exhibit C.3 is the certified mailing tracking information, which is automatically compiled by CertifiedPro, the software Modrall uses to track the mailings. This spreadsheet shows the names and addresses of the parties to whom notice was sent and the status of the mailing.
- 4) Exhibit C.4 is the Affidavit of Publication from the Hobbs News Sun, confirming that notice of the February 13, 2025 hearing was published on January 28, 2025.
- 5) I attest under penalty of perjury under the laws of the State of New Mexico that the information provided herein is correct and complete to the best of my knowledge and belief.



Dated: February 6, 2025

By: Wella H Bennett

Deana M. Bennett



January 23, 2025

## <u>VIA CERTIFIED MAIL</u> RETURN RECEIPT REQUESTED

Deana M. Bennett 505.848.1834 dmb@modrall.com

Re: APPLICATION OF TEXAS STANDARD OPERATING NM LLC FOR APPROVAL OF A UNIT AGREEMENT, LEA COUNTY, NEW MEXICO

**CASE NO. 25126** 

TO: AFFECTED PARTIES

This letter is to advise you that Texas Standard Operating NM LLC ("Texas Standard Operating") has filed the enclosed application.

In Case No. 25126, Texas Standard Operating seeks approval of the proposed TXS Big Dog State Exploratory Unit consisting of approximately 7342.74 acres, more or less, of the following state lands in Lea County, New Mexico:

Township 17 South, Range 36 East, NMPM

Section 32: SE/4

Section 33: W/2 and SE/4

Township 18 South, Range 36 East, NMPM

Sections 4-6:

Sections 7-10: All

Sections 15-17: All

Section 18: NE/4

Section 21: NE/4

Unitized substances consist of all oil, gas, natural gasoline, and associated fluid hydrocarbons in the Penn Shale formation, as found at 10,984' measured depth to the top of the Strawn formation, as found at 11,245' measured depth in the Schlumberger Dual Laterolog Micro-SFL log dated 4/25/1987 - Yates Petroleum Corporation - Airpath 'AEM' State #1, API: 30-025-29865-0000, located 660' FSL and 660' FEL of Section 8-T18S-R36E, Lea County, New Mexico. The proposed unit area is approximately 21 miles southwest of Lovington, New Mexico.

EXHIBIT

C·I

Modrall Sperling Roehl Harris & Sisk P.A.

500 Fourth Street NW Suite 1000 Albuquerque, New Mexico 87102

PO Box 2168 Albuquerque, New Mexico 87103-2168

Tel: 505.848.1800 www.modrail.com Page 2

The hearing is set for February 13, 2025 beginning at 9:00 a.m. The hearing will be conducted in a hybrid fashion, both in-person at the Energy, Minerals, Natural Resources Department, Wendell Chino Building, Pecos Hall, 1220 South St. Francis Drive, 1st Floor, Santa Fe, NM 87505 and via the WebEx virtual meeting platform. To participate in the electronic hearing, see the instructions posted on the docket for the hearing date: <a href="https://www.emnrd.nm.gov/ocd/hearing-info/">https://www.emnrd.nm.gov/ocd/hearing-info/</a>.

As a party who may be affected by this application, we are notifying you of your right to appear at the hearing and participate in this case, including the right to present evidence either in support of or in opposition to the application. Failure to appear at the hearing may preclude you from any involvement in this case at a later date.

You are further notified that if you desire to appear in this case, then you are requested to file a Pre-Hearing Statement with the Division at least four business days in advance of a scheduled hearing before the Division or the Commission, but in no event later than 5:00 p.m. mountain time, on the Thursday preceding the scheduled hearing date, with a copy delivered to the undersigned.

Sincerely,

Welka M. Bennett Deana M. Bennett

Attorney for Applicant

Received by OCD: 1/9/2025 1:47:31 PM

Page 1 of 3

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

APPLICATION OF TEXAS STANDARD OPERATING NM LLC FOR APPROVAL OF A UNIT AGREEMENT, LEA COUNTY, NEW MEXICO

CASE NO. 25126

#### **APPLICATION**

Texas Standard Operating NM LLC (OGRID No. 329818) ("Texas Standard"), through its undersigned attorneys, applies for an order approving the Unit Agreement for the proposed TXS Big Dog State Exploratory Unit Area, and in support thereof, states:

1. Texas Standard is a working interest owner in the proposed TXS Big Dog State Exploratory Unit Area, an exploratory unit comprising 7342.74 acres, more or less, of state lands in Lea County, New Mexico, described as follows:

Township 17 South, Range 36 East, NMPM

Section 32: SE/4

Section 33: W/2 and SE/4

Township 18 South, Range 36 East, NMPM

Sections 4-6:

Sections 7-10: All

Sections 15-17: All

Section 18: NE/4

Section 21: NE/4

Unitized substances consist of all oil, gas, natural gasoline, and associated fluid hydrocarbons in the Penn Shale formation, as found at 10,984' measured depth to the top of the Strawn formation, as found at 11,245' measured depth in the Schlumberger Dual Laterolog Micro-SFL log dated 4/25/1987 - Yates Petroleum Corporation - Airpath 'AEM' State #1, API: 30-025-29865-0000, located 660' FSL and 660' FEL of Section 8-T18S-R36E, Lea County, New Mexico.

2. Texas Standard has requested the Commissioner of Public Lands to preliminarily approve the Unit Agreement.

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Page 2 of 3

- Texas Standard requests that Texas Standard Operating NM LLC be named operator of the Unit Area.
- 4. Approval of this application will prevent waste, protect correlative rights, and conserve natural resources.

WHEREFORE, Texas Standard requests this application be set for hearing before an Examiner of the Oil Conservation Division on February 13, 2025 and after notice and hearing as required by law, this Application be approved.

Respectfully submitted,

MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.

By: Near H Bennett

Earl E. DeBrine, Jr Deana M. Bennett Yarithza Peña

Post Office Box 2168

500 Fourth Street NW, Suite 1000

Albuquerque, New Mexico 87103-2168

Telephone: 505.848.1800 edebrine@modrall.com deana.bennett@modrall.com yarithza.pena@modrall.com

Attorneys for Texas Standard Operating NM LLC

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Page 3 of 3

CASE NO. 25126 : Application of Texas Standard Operating NM LLC for approval of the proposed TXS Big Dog State Exploratory Unit, Lea County, New Mexico. Applicant seeks approval of the proposed TXS Big Dog State Exploratory Unit consisting of approximately 7342.74 acres, more or less, of the following state lands in Lea County, New Mexico:

Township 17 South, Range 36 East, NMPM

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Section 33: W/2 and SE/4

Township 18 South, Range 36 East, NMPM

Sections 4-6:

Sections 7-10: All

Sections 15-17: All

Section 18: NE/4

Section 21: NE/4

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Karlene Schuman Modrall Sperling Roehl Harris & Sisk P.A. 500 Fourth Street, Suite 1000 Albuquerque NM 87102

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0 669	9314 8699 0430 0130 6837 57	BTA Oil Producers 104 South Pecos Midland TX 79701	\$1.77	\$4.85	\$2.62	\$0.00	13027.0001. Notice
699 0.	9314 8699 0430 0130 6837 64	Yates Energy Corporation PO Box 2323 Roswell NM 88202	\$1.77	\$4.85	\$2.62	\$0.00	13027.0001. Notice
.0 669	9314 8699 0430 0130 6837 71	Hutchings Oil Company PO Box 1216 Albuquerque NM 87103	\$1.77	\$4.85	\$2.62	\$0.00	13027.0001. Notice
0 669	9314 8699 0430 0130 6837 88	Hat Mesa Oil Company PO Box 1216 Albuquerque NM 87103	\$1.77	\$4.85	\$2.62	\$0.00	13027.0001. Notice
0 669	9314 8699 0430 0130 6837 95	Worrall Investment Corporation PO Box 1834 Roswell NM 88202	\$1.77	\$4.85	\$2.62	\$0.00	13027.0001. Notice
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0 669	9314 8699 0430 0130 6838 56	Chevron USA, Inc. 1400 Smith Street Houston TX 77002	\$1.77	24.85 SWING	22.62 Sp.02	SO-OS VIEW	13027.0001. Notice
0 669	9314 8699 0430 0130 6838 63	ZPZ DELAWARE 1 LLC c/o Apache Corporation 2000 Post Oak Blvd., Suite 100 Houston TX 77056	\$1.77	\$4.85	230		13027.0001. Notice
0 669	9314 8699 0430 0130 6838 70	The MR Trust 6500 Greenville Avenue, Suite 110 Dallas TX 75206	\$1.77	\$4.85	\$2.62	\$0.00	13027.0001. Notice
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	Name, Street, City, State, Zip	EOG Resources, Inc. Sky Lobby 2 1111 Bagby Street, Suite 1600 Houston TX 77002	NexGen Capital Resources, LLC 4000 N. Big Spring Street, Suite 210 Midland TX 79705	Oxy Y-1 Company 5 Greenway Plaza, Suite 110 Houston TX 77046	MRC Delaware Resources, LLC 1 Lincoln Centre 5400 LBJ Freeway, Suite 1500 Dallas TX 75240	John S. Catron and Fletcher R. Catron, Agents PO Box 788 Santa Fe NM 87504	Leaco New Mexico Exploration and Production, LLC c/o Apache Corporation 2000 Post Oak Blvd, Suite 100 Houston TX 77056	Branex Resources, Inc. PO Box 2990 Ruidoso NM 88355	Penasco Petroleum, LLC PO Box 2292 Roswell NM 88202	Rolla R. Hinkle, III PO Box 2292 Roswell NM 88202	Pennies From Heaven, LLC PO Box 830308 Dallas TX 75283	Cyrene Inman Trust, Cyrene Inman as Trustec 6844 Rio Grande Boulevard NW Albuquerque NM 87107	Permian Resources Operating, LLC 300 N. Marienfeld Street, Suite 100 Midland TX 79701	EMG Oil Properties, Inc. 1000 West Fourth Street Roswell NM 88201	XTO Ifoldings, LLC Land Dept. Loc 115 22777 Springwoods Village Pkwy Spring TX 77389
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6	9314 8699 0430 0130 6840 75	The Greg & Nancy Vance Family, LP c/o Production Gathering Co 8080 N. Central Expressway, Suite 1090 Dallas TX 75206	\$1.77	\$4.85	\$2.62	\$0.00	13027.0001. Notice
9.	9314 8699 0430 0130 6840 82	Nortrac Resources, LLC PO Box 788 Santa Fe NM 87504	\$1.77	\$4.85	\$2.62 AIN OFF.	\$0.00	13027.0001. Notice
6	9314 8699 0430 0130 6840 99	Katherine Wallace 930 San Andres Street Santa Barbara CA 93101	\$1.77	· M	STORY OF THE PROPERTY OF THE P	00.00 W	13027.0001. Notice
6	9314 8699 0430 0130 6841 05	Kristi Wallacc 1409 De La Vina Street #2 Santa Barbara CA 93101	\$1.77	JAN	JAN 2 3 2025	80.00	13027.0001. Notice
9/	9314 8699 0430 0130 6841 12		\$1.77	S S A	\$2.62	80.5 10148 80.10148	13027.0001. Notice
6	9314 8699 0430 0130 6841 29	Charles Louis Greer and Vicki Gould Greer, Co-Trusttes foo the Greer Family 400 East Third Avenue #1204 Denver CO 80203	\$1.77	\$4.85°CO	COLEHOUE NAT \$0.00	20.00	13027.0001. Notice
6	9314 8699 0430 0130 6841 36	John S. Catron, as Trustee of the John S. Catron Revocable Trust dated 5/26/05 PO Box 788 Santa Fe NM 87504	\$1.77	\$4.85	\$2.62	\$0.00	13027.0001. Notice
0	9314 8699 0430 0130 6841 43	Sita Khalsa Wallace, surviving spouse of Trustor Mark H. Wallace, deceased 4910 NE Summer Street Portland OR 97218	\$1.77	\$4.85	\$2.62	\$0.00	13027.0001. Notice
6	9314 8699 0430 0130 6841 50	Marziay Jessica Wallace, daughter of Trustor Mark H. Wallac, deceased 2010 Camegie Lane, Apt. C Redono Beach CA 90278	\$1.77	\$4.85	\$2.62	\$0.00	13027,0001. Notice
20	9314 8699 0430 0130 6841 67		\$1.77	\$4.85	\$2.62	\$0.00	13027.0001. Notice

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Karlene Schuman Modrall Sperling Roehl Harris & Sisk P.A. 500 Fourth Street, Suite 1000 Albuquerque NM 87102

Type of Mailing: CERTIFIED MAIL 01/23/2025

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	Name, Street, City, State, Zip	Michael Herd Moore and Pamela Christine Moore, Co-Trustecs of Moore Rev. Trust PO Box 2893 Frisco TX 75034	John N. Frey 3245 Koenig Cincinnati OH 45211	Stephen R. Frey 3245 Koenig Cincinnati OH 45211	A. Heron Frey 3245 Koenig Cincinnati OH 45211	David W. Frey 3245 Koenig Cincinnati OH 45211	Fletcher R. Catron, Trustee of the Barbara Bergere Nau Trust PO Box 788 Santa Fe NM 87504	David H. Arrington 500 W. Wall Street, Suite 300 Midland TX 79701	Brent W. McWhorter or Ruth A. McWhorter, Trustees of McWhorter Living Trust 6140 F. Voltaire Ave. Scottsdalc AZ 85022	& James R. McWhorter, Trust Frust ve	Marjorie A. Mosier PO Box 6386 March Air Reserve CA 92518	4. Mosier	John C. Wentworth 2160 Paseo del Mar San Pedro CA 90732	Evelyn W. Sherwood 624 12th Avenue #C Seattle WA 98178	Phillip T. Sherwood 7116 S. 130th Street Seattle WA 98178
	USPS Article Number	9314 8699 0430 0130 6841 74	9314 8699 0430 0130 6841 81	9314 8699 0430 0130 6841 98	9314 8699 0430 0130 6842 04	9314 8699 0430 0130 6842 11	9314 8699 0430 0130 6842 28	9314 8699 0430 0130 6842 35	9314 8699 0430 0130 6842 42	9314 8699 0430 0130 6842 59	9314 8699 0430 0130 6842 66	9314 8699 0430 0130 6842 73	9314 8699 0430 0130 6842 80	9314 8699 0430 0130 6842 97	9314 8699 0430 0130 6843 03
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**PS Form 3877** 

Type of Mailing: CERTIFIED MAIL 01/23/2025

Karlene Schuman Modrall Sperling Roehl Harris & Sisk P.A. 500 Fourth Street, Suite 1000 Albuquerque NM 87102

2/7/	202	5 9:39:	24 AN	1			
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	Name, Street, City, State, Zip	Ann Manning Fiegen 1209 San Pablo Drive San Marcos CA 92078	Margaret Slayton PO Box 1198 Roswell NM 88201	Innoventions, Inc. PO Box 40 Cedar Crest NM 87008	Hilcorp Energy Company 1111 Travis Street Houston TX 77002	Totals:	
	Name, St	Ann Man 1209 San San Marc		Innoventi PO Box 4 Cedar Cr	Hilcorp E 1111 Tra Houston		
	USPS Article Number	9314 8699 0430 0130 6843 10 Ann Manning Fiegen 1209 San Pablo Drive San Marcos CA 92078	9314 8699 0430 0130 6843 27	9314 8699 0430 0130 6843 34 Innoventions, Inc. PO Box 40 Cedar Crest NM 8	9314 8699 0430 0130 6843 41		
	Line	56	57	58	59		



Dated:

Postmaster: Name of receiving employee

Total Number of Pieces Received at Post Office

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**PS Form 3877** 

Karlene Schuman Modrall Sperling Rochl Harris & Sisk P.A. 500 Fourth Street, Suite 1000 Albuquerque NM 87102

Type of Mailing: CERTIFIED MAIL 01/23/2025

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Reference Contents	13027.0001		
Service Fee RR Fee Rest. Del. Fce	\$0.00	\$0.00	\$8.97
RR Fee	\$2.62	\$2.62	Total:
Service Fee	\$4.85	\$4.85	Grand Total:
Postage	\$1.50	\$1.50	
		Totals: \$1.50	
Name, Street, City, State, Zip	State of New Mexico State Land Office 310 Old Santa Fe Trail Santa Fe NM 87501		
Line USPS Article Number	9314 8699 0430 0130 6921 31 State of New Mexico State Land Office 310 Old Santa Fe Trai Santa Fe NM 87501		
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Dated:

Postmaster: Name of receiving employee

Total Number of Pieces Received at Post Office

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USPS Article Number	Date Created	Reference Number	Name 1	Name 2	City	State	Zip Ma	Mailing Status	Service Options	Mail Delivery Date
14869904300130684341	2025-01-23 9:22 AM	13027.0001.	Hilcorp Energy Company		Houston	X			Return Receipt - Electronic, Certified Mail	2025-01-30 11:59 AM
314869904300130684334	2025-01-23 9:22 AM	13027.0001.	Innoventions, Inc.		Redar Crest	2 2	87008 Deliv	Jelivered Fo be Returned	Return Receipt - Electronic, Certified Mail Return Receipt - Electronic Certified Mail	2023-01-27 8:13 A
314869904300130684327	2025-01-23 9:22 AM	13027.0001.	Margaret Stayton Ann Manning Fiegen		San Marcos	S			Return Receipt - Electronic, Certified Mail	
314869904300130684303	2025-01-23 9:22 AM	13027.0001.	Phillip T. Sherwood		Seattle	WA	98178 Deliv	Delivered	Return Receipt - Electronic, Certified Mail	2025-01-31 1:10 PM
314869904300130684297	2025-01-23 9:22 AM	13027.0001.	Evelyn W. Sherwood		Seattle	WA			Return Receipt - Electronic, Certified Mail	2025-01-27 1:54 PM
314869904300130684280	2025-01-23 9:22 AM	13027.0001.	John C. Wentworth		San Pedro	<b>8</b> 8	90732 Deliv	Delivered	Return Receipt - Electronic, Certified Mail	2025-01-25-10-3505
314869904300130684273	2025-01-23 9:22 AM	13027.0001.	Lestie Woods-HulseWarjorie A. Mosier Mariorio A. Mosior		March Air Reserve	CA CA		2	Return Receipt - Electronic, Certified Mail	67:71 67-10-6707
114869904300130684268	2023-01-23 9:22 AIM	13027.0001.	Mary J. McWhorter & James R. McWhorter, Trustees	of Mary McWhorter Trust	Medford	OR		P	Return Receipt - Electronic, Certified Mail	2025-01-27 12:56 PM
14869904300130684242	2025-01-23 9:22 AM	13027.0001.	Brent W. McWhorter or Ruth A. McWhorter,	Trustees of McWhorter Living Trust	Scottsdale	AZ		-	Return Receipt - Electronic, Certified Mail	
314869904300130684235	2025-01-23 9:22 AM	13027.0001.	David H. Arrington		Midland	X			Return Receipt - Electronic, Certified Mail	2025-01-27 12:21 PM
314869904300130684228	2025-01-23 9:22 AM	13027.0001.	Fletcher R. Catron, Trustee of the	Barbara Bergere Nau Trust	Santa Fe	Z Z	87504 Deliv	Delivered	Return Receipt - Electronic, Certified Mail	2025-01-31 12:27 PM
14869904300130684211	2025-01-23 9:22 AM	13027.0001.	David W. Frey		Cincinnati	5 B			Return Receipt - Electronic, Certified Mail	
114869904300130684198	2025-01-23 9:22 AM	13027.0001.	Stephen R. Frey		Cincinnati	НО			Return Receipt - Electronic, Certified Mail	
314869904300130684181	2025-01-23 9:22 AM	13027.0001.	John N. Frey		Cincinnati	НО		ped	Return Receipt - Electronic, Certified Mail	
314869904300130684174	2025-01-23 9:22 AM	13027.0001.	Michael Herd Moore and Pamela Christine Moore,	Co-Trustees of Moore Rev. Trust	Frisco	×.			Return Receipt - Electronic, Certified Mail	00 0 00 0000
314869904300130684167	2025-01-23 9:22 AM	13027.0001.	Ann D. Allison aka Ann Allison Akin	Mark H Well or	Lubbock Padang Boach	× <	79416 Deliv	Delivered	Return Receipt - Electronic, Certified Mail Patura Receipt - Electronic Certified Mail	2025-01-51 2:59 PM
314869904300130684150	2025-01-23 9:22 AIM	13027.0001.	Marziay Jessica wallace, daugnter of Hustor Sita Khalsa Wallace surviving spouse of	Trustor Mark H. Wallace, deceased	Portland	8 8			Return Receipt - Electronic, Certified Mail	2025-01-31 1:18 PM
314869904300130684136	2025-01-23 9:22 AM	13027.0001.	John S. Catron, as Trustee of the John S. Catron	Revocable Trust dated 5/26/05	Santa Fe	ΣZ			Return Receipt - Electronic, Certified Mail	2025-01-31 12:27 PM
114869904300130684129	2025-01-23 9:22 AM	13027.0001.	Charles Louis Greer and Vicki Gould Greer,	Co-Trusttes fbo the Greer Family	Denver	00			Return Receipt - Electronic, Certified Mail	
14869904300130684112	2025-01-23 9:22 AM	13027.0001.	Jay Wallace Gould		Bakersfield	CA		eturned	Return Receipt - Electronic, Certified Mail	
14869904300130684105	2025-01-23 9:22 AM	13027.0001.	Kristi Wallace		Santa Barbara	CA			Return Receipt - Electronic, Certified Mail	AC OFF TO POOF
114869904300130684099	2025-01-23 9:22 AM	13027.0001.	Katherine Wallace		Santa Barbara	e e	93101 Deliv 87504 Deliv	Delivered	Return Receipt - Electronic, Certified Mail Beturn Receipt - Electronic Certified Mail	2025-01-27 9:24 AM
314869904300130684082	2025-01-23 9:22 AM	13027.0001.	Nortrac Resources, LLC The Grep & Nancy Vance Family TP	c/o Production Gathering Co	Dallas	Ž X			Return Receipt - Electronic, Certified Mail	2025-01-28 12:31 PM
14869904300130684068	2025-01-23 9:22 AM	13027.0001.	Nirvana Minerals, LP		Dallas	×			Return Receipt - Electronic, Certified Mail	
114869904300130684051	2025-01-23 9:22 AM	13027.0001.	Jean C. Eddy and Thomas B. Catron, III,	Trustees of the John N. Eddy Trust	Santa Fe	ΣN		pa	Return Receipt - Electronic, Certified Mail	2025-01-25 4:38 PM
314869904300130684044	2025-01-23 9:22 AM	13027.0001.	Stephen B. Catron		Santa Fe	ΣZ			Return Receipt - Electronic, Certified Mail	
314869904300130684037	2025-01-23 9:22 AM	13027.0001.	XTO Holdings, LLC	Land Dept. Loc 115	Spring	≚ :			Return Receipt - Electronic, Certified Mail	2025-01-27 10:15 AM
314869904300130684020	2025-01-23 9:22 AM	13027.0001.	EMG Oil Properties, Inc.		Roswell	N X	88201 Forw 79701 Deliv	Porwarded	Return Receipt - Electronic, Certified Mail Return Receipt - Electronic Certified Mail	M9 01-1 27-10-200
14869904300130684013	2025-01-23 9:22 AM	13027.0001.	Permian Resources Operating, LLC Curono Inman Trust Curono Inman as Truston		Albuquerque	< Z			Return Receipt - Electronic, Certified Mail	2025-01-27 1:30 PM
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314869904300130683986	2025-01-23 9:22 AM	13027.0001.	Rolla R. Hinkle, III		Roswell	ΣN			Return Receipt - Electronic, Certified Mail	2025-01-30 10:29 AM
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114869904300130683955	2025-01-23 9:22 AM	13027.0001.	Leaco New Mexico Exploration and Production, LLC	c/o Apache Corporation	Houston Santa Fe	×	77056 Deliv 87504 Deliv	Delivered	Return Receipt - Electronic, Certified Mail Return Receipt - Flectronic, Certified Mail	2025-02-03 9:35 AIM 2025-01-31 12:27 PM
14869904300130683948	2025-01-23 9:22 AM	13027.0001.	MRC Delaware Resources, LLC	1 Lincoln Centre	Dallas	¥			Return Receipt - Electronic, Certified Mail	2025-01-27 11:32 AM
114869904300130683924	2025-01-23 9:22 AM	13027.0001.	Oxy Y-1 Company		Houston	×		P	Return Receipt - Electronic, Certified Mail	
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January 30, 2025

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**Status Date / Time:** January 29, 2025, 07:52 a.m.

Location: SANTA FE, NM 87501

Postal Product: First-Class Mail®
Extra Services: Certified Mail™

Return Receipt Electronic

Recipient Name: State of New Mexico State Land Office

**Shipment Details** 

Weight: 1.0oz

**Destination Delivery Address** 

Street Address:310 OLD SANTA FE TRLCity, State ZIP Code:SANTA FE, NM 87501-2708

#### Recipient Signature

Signature of Recipient:

Asel Sauter

Address of Recipient:

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# Affidavit of Publication

STATE OF NEW MEXICO COUNTY OF LEA

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

> Beginning with the issue dated January 28, 2025 and ending with the issue dated January 28, 2025.

Publisher

Sworn and subscribed to before me this 28th day of January 2025.

**Business Manager** 

My commission expires January 29, 2027

(Seal) STATE OF NEW MEXICO NOTARY PUBLIC GUSSIE RUTH BLACK

**COMMISSION # 1087526** COMMISSION EXPIRES 01/29/2027

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

#### **LEGAL NOTICE** January 28, 2025

CASE NO. 25126: Notice to all affected parties, as well as heirs and devisees of: Maverick Permian, LLC; BTA Oil Producers; Yates Energy Corporation; Hutchings Oil Company; Hat Mesa Oil Company; Worrall Investment Corporation; SCW Interiors, Inc.; Scott-Winn, LLC; 801, LLC; Chevron USA, Inc.; ZPZ Delaware I LLC; The MR Trust; E3 Land & Minerals (Tara Rudman Revocable Trust); E3 Land & Minerals (The Peter M. Young (Tara Rudman Revocable Trust); E3 Land & Minerals (The Peter M. Young and Tachina Rudman-Young Revocable Trust); EOG Resources, Inc.; NexGen Capital Resources, LLC; Oxy Y-1 Company; MRC Delaware Resources, LLC; John S. Catron and Fletcher R. Catron, Agents; Leaco New Mexico Exploration and Production, LLC, c/o Apache Corporation; Branex Resources, Inc.; Penasco Petroleum, LLC; Rolla R. Hinkle, Ill; Pennies from Heaven, LLC; Cyrene Inman Trust, Cyrene Inman as Trustee; Permian Resources Operating, LLC; EMG Oil Properties, Inc.; XTO Holdings, LLC; Stephen B. Catron; Jean C. Eddy and Thomas B. Catron, Ill, Trustees of the John N. Eddy Trust; Nirvana Minerals, LP; The Greg & Nancy Vance Family, J. P. c/o Production Gathering Co. Notice Persurces. Nancy Vance Family, LP c/o Production Gathering Co.; Nortrac Resources, LLC; Katherine Wallace; Kristi Wallace; Jay Wallace Gould; Charles Louis Greer and Vicki Gould Greer, co-trustees u/l/d 12/11/1985 fbo the Greer Greer and Vicki Gould Greer, co-trustees u/l/d 12/11/1985 fbo the Greer Family; John S. Catron, as Trustee of the John S. Catron Revocable Trust dated 5/26/2005; Sita Khalsa Wallace, Individually, surviving spouse of Trustor Mark H. Wallace, deceased; Marzlay Jessica Wallace, surviving daughter of Trustor Mark H. Wallace, deceased; Ann D. Allison aka Ann Allison Akin; Michael Herd Moore and Pamela Christine Moore, Co-Trustees of the Michael and Pamela Moore Revocable Trust; John N. Frey; Stephen R. Frey; A. Heron Frey; David W. Frey; Fletcher R. Catron, Trustee of the Barbara Bergere Nau Trust; David H. Arrington; Brent W. McWhorter or Ruth A. McWhorter, Trustees of the McWhorter Living Trust; Mary J. McWhorter and James R. McWhorter, Trustees of the Moods-Hulse, John C. Wentworth; Evelyn W. Sherwood; Phillip T. Sherwood; Ann Manning Flegen; Margaret Slayton; Innoventions, Inc.; Hilcorp Energy Company; State of New Mexico of the Application of Texas Standard Operating NM LLC for approval of the proposed TXS Big Dog State Exploratory Unit, Lea County, New Mexico. The State of New, Mexico through its Oil Conservation Division hereby gives notice that the Division will conduct a status conference at 9:00 a.m. on February 13, 2025 to consider this application. The conference will be conducted in a hybrid fashion, both in-person at the Energy, Minerals, Natural Resources Department, Wendell Chino Building, Pecos Hall, 1220 South St. Francis Drive, 1st Floor, Santa Fe, NM 87505 and via a virtual meeting platform. To participate in the electronic hearing, see the instructions posted on the docket for the Application and the status date: https://www.mgr.dc.info/Minerals. To participate in the electronic hearing, see the instructions posted on the docket for the hearing date: <a href="https://www.emrird.nlm.gov/ocd/hearing-info/">https://www.emrird.nlm.gov/ocd/hearing-info/</a>. Applicant seeks approval of the proposed TXS Big Dog State Exploratory Unit consisting of approximately 7342.74 acres, more or less, of the following state lands in Lea County, New Mexico:

Township 17 South, Range 36 East, NMPM Section 32: SE/4 Section 33: W/2 and SE/4

Township 18 South, Range 36 East, NMPM

Sections 4-6; Sections 7-10: All

Sections 15-17: All

Section 18: NE/4

Section 21: NE/4

Unitized substances consist of all oil, gas, natural gasoline, and associated fluid hydrocarbons in the Penn Shale formation, as found at 10,984' measured depth to the top of the Strawn formation, as found at 11,245' measured depth in the Schlumberger Dual Laterolog Micro-SFL log dated 4/25/1987 - Yates Petroleum Corporation - Airpath 'AEM' State #1, API: 30-025-29865-0000, located 660' FSL and 660' FEL of Section 8-T18S-R36E, Lea County, New Mexico. The proposed unit area is approximately 21 miles southwest of Lovington, New Mexico. #00297769

01104570

00297769

**DOLORES SERNA** MODRALL, SPERLING, ROEHL, HARRIS & P. O. BOX 2168 ALBUQUERQUE, NM 87103-2168

