NEW MEXICO STATE LAND OFFICE
Guidelines for Requesting Commingling Approval

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

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

NEW MEXICO STATE LAND OFFICE

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

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

Applicant: MEWBOURNE OIL COMPANY / DREW RENNER

Well Name: DOLLY VARDEN 25/24 B2ED STATE COM #1H

API #: 30-025-45400 14744

Pool: [28435] GRAMA RIDGE, BONE SPRING, NE

OPERATOR NAME: Mewbourne Oil Company

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

APPLICATION REQUIREMENTS – SUBMIT:

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

CERTIFICATION: To the best of my knowledge,

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

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

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

Drew Renner
Print or Type Name

Drew Renner
Signature

575-393-5905
Phone Number

7/7/2026
Date

drenner@mewbourne.com
e-mail Address

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

Questions?
Contact the Commingling Manager:
505.827.5791

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

Rev. 2017_10_25

MEWBOURNE OIL COMPANY
4801 Business Park Blvd
Hobbs, NM 88240
575-393-5905
July 7th, 2026

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

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

RE: Application for Lease Commingle / Central Tank Battery "CTB"

To: Whom It May Concern

Mewbourne Oil Company ("Mewbourne") is requesting permission to surface commingle production from four wells and all future wells located on state lease VC03430001, B016510022, B107920005, V020690000, & B107920007 which comprise of portions of sections 25 & 24, T21S, R34E, Lea County, New Mexico. All oil and gas production from each well is to be stored in a central tank battery and measured by a common gas sales meter (Targa MM #1215) located in the SW NW of section 25, T21S, R34E. Information detailing each well is attached.

Please find the following enclosed:

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

Signed:
Printed Name: Drew Renner
Title: Petroleum Engineer
Date: 7/7/2026

APPLICATION FOR LEASE COMMINGLING & CENTRAL TANK BATTERY (CTB)

Commingling procedure for Dolly Varden 25/24 leases:
Mewbourne Oil Company is requesting approval for lease commingling for production from 4 wells located on state leases below in a Central Tank Battery "CTB":

Well Name	Location	API #	Pool #	MCFPD	Dry BTU @ 14.73 PSI
DOLLY VARDEN 25/24 B2FC STATE COM #1H	2435' FNL & 2435' FEL, Sec 25 T21S R34E	30-025-45401	[28435] GRAMA RIDGE, BONE SPRING, NE	~220	~1240
DOLLY VARDEN 25/24 B2GB STATE COM #1H	2435' FNL & 2405' FEL, Sec 25 T21S R34E	30-025-45402	[28435] GRAMA RIDGE, BONE SPRING, NE	~150	~1240
DOLLY VARDEN 25/24 B1ED STATE COM #2H	2435' FNL & 570' FWL, Sec 25 T21S R34E	30-025-45403	[28435] GRAMA RIDGE, BONE SPRING, NE	~210	~1240
DOLLY VARDEN 25/24 B2ED STATE COM #1H	2435' FNL & 600' FWL, Sec 25 T21S R34E	30-025-45400	[28435] GRAMA RIDGE, BONE SPRING, NE	~460	~1240

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

Oil, Water, & Gas metering
The central tank battery is located in the SWNW of Section 25, T21S, R34E, Lea County, New Mexico. The production from each well will come to its own separator. From the separator production will be allocated as follows:

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

Water Metering:
Water volumes from each well producing to the battery will be determined by using an allocation meter at the facility for each well. Water from each separator will be metered and sent to the 1000 BBL gun barrel (GB). From the GB the water will be sent to the 750 BBL water tanks (WT). Water production will be

allocated on a daily basis based on the water allocation meter downstream of the separator. The water production from these wells listed above will be measured, commingled and disposed of via truck haul or pipelined to disposal. Wells are allocated their proportionate share of the CTB's daily gas, oil, and water volumes based on their most recent well test. VRU gas volumes are measured using an orifice meter & allocated back to each well based on the well's respective percentage of the CTB's oil volume.

Gas Metering:
Gas volumes from each well producing to the battery will be determined by using an allocation gas meter after the separator at the facility for each well. The gas production from all wells listed above will be measured, commingled, and then sold on lease using the 24 hr. well test method. A Targa common gas sales meter **#1215** will be located on edge of the battery pad. This meter is calibrated on a regular basis per API, NMOCD and BLM specifications.

Additional Application Components

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

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

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

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

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

Signed: 
Printed Name: Drew Renner
Title: Petroleum Engineer
Date: 7/7/2026

Economic Justification

Well Name	BOPD EST	Oil Gravity @ 60°	Value/bbl	MCFPD	Dry BTU @ 14.73 PSI	Value/MCF
DOLLY VARDEN 25/24 B2FC STATE COM #1H	~80	~40	~$70	~220	~1240	~$2.50
DOLLY VARDEN 25/24 B2GB STATE COM #1H	~80	~40	~$70	~150	~1240	~$2.50
DOLLY VARDEN 25/24 B1ED STATE COM #2H	~70	~40	~$70	~210	~1240	~$2.50
DOLLY VARDEN 25/24 B2ED STATE COM #1H	~90	~40	~$70	~460	~1240	~$2.50
CTB Combined	~320	~40	~$70	~1,040	~1240	~$2.50

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

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

Signed:

Printed Name: Drew Renner
Title: Petroleum Engineer
Date: 7/7/2026

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

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

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

☒ AMENDED REPORT

As Drilled

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number	2 Pool Code	3 Pool Name
30-025-45400	28435	Grama Ridge; Bone Spring NE

4 Property Code	5 Property Name	6 Well Number
322991	Dolly Varden 25/24 B2ED STATE COM	1H

7 OGRID NO.	8 Operator Name	9 Elevation
14744	MEWBOURNE OIL COMPANY	3697'

10 Surface Location

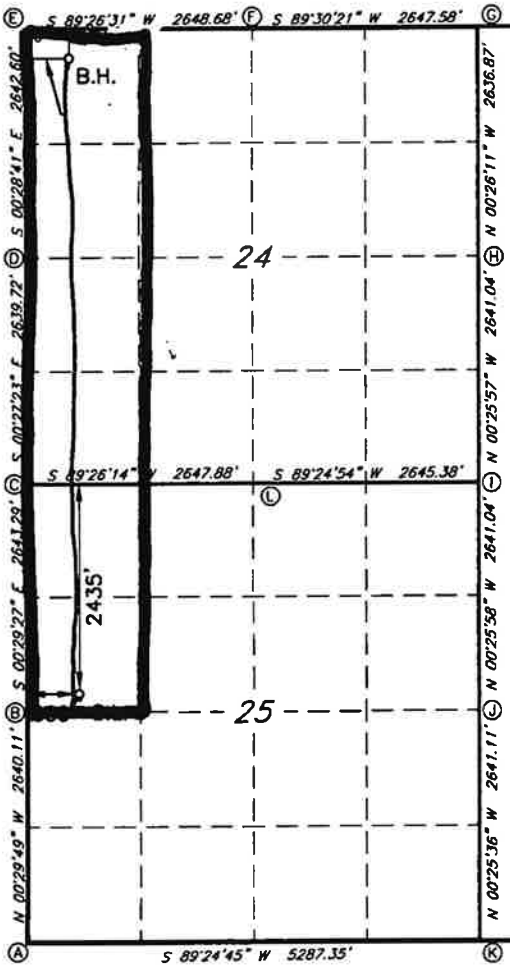
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet From the	East/West line	County
E	25	21S	34E		2435	NORTH	600	WEST	LEA

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	24	21S	34E		99	NORTH	499'	WEST	LEA

12 Dedicated Acres	13 Joint or Infill	14 Consolidation Code	15 Order No.
240			

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



GEODETIC DATA
NAD 83 GRID – NM EAST

SURFACE LOCATION
N 528823.4 – E 819943.5
LAT: 32.4505611° N
LONG: 103.4301410° W

BOTTOM HOLE
N 536208.1 – E 819782.4
LAT: 32.4708614° N
LONG: 103.4304608° W

CORNER DATA
NAD 83 GRID – NM EAST

A: FOUND BRASS CAP "1913"
N 525969.8 – E 819368.3

B: FOUND BRASS CAP "1913"
N 528609.3 – E 819345.4

C: FOUND BRASS CAP "1913"
N 531252.0 – E 819322.8

D: FOUND BRASS CAP "1913"
N 533891.2 – E 819301.8

E: FOUND BRASS CAP "1913"
N 536533.2 – E 819279.7

F: FOUND BRASS CAP "1913"
N 536559.0 – E 821927.8

G: FOUND 3/4" REBAR
N 536581.8 – E 824574.8

H: FOUND 9"X3"X5"
LIMESTONE ROCK
N 533945.5 – E 824594.9

I: CALCULATED CORNER
N 531305.0 – E 824614.8

J: FOUND 8"X6"X4"
LIMESTONE ROCK
N 528664.5 – E 824634.8

K: FOUND 3/4" REBAR
N 526024.0 – E 824654.4

L: FOUND BRASS CAP "1913"
N 531278.0 – E 821970.1

17 OPERATOR CERTIFICATION

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

Jackie Lathan 12/11/19
Signature Date

Jackie Lathan
Printed Name

E-mail Address

18 SURVEYOR CERTIFICATION

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

5-5-18
Date of Survey

Signature and Seal of Professional Surveyor:

ROBERT M. HOWETT
NEW MEXICO
19680
PROFESSIONAL SURVEYOR

19680
Certificate Number

RRC – Job No.: LS1804571

Intent [ ] As Drilled [X]

API #
30-025-45400

Operator Name:	Property Name:	Well Number
Mewbourne Oil Company	Dolly Varden 25/24 B2ED State Com	#1H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
E	25	21S	34E		2619	N	542	W	Lea

Latitude	Longitude	NAD
32.4506561	-103.4303350	83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
E	25	21S	34E		2605	N	456	W	Lea

Latitude	Longitude	NAD
32.4511967	-103.4306025	83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	24	21S	34E		109	N	494	W	Lea

Latitude	Longitude	NAD
32.4714792	-103.4304597	83

Is this well the defining well for the Horizontal Spacing Unit? Yes

Is this well an infill well? NO

If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #

Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

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

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Revised August 1, 2011
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District Office

☒ AMENDED REPORT

As Drilled

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number	2 Pool Code	3 Pool Name
30-025-45403	28435	Grama Ridge; Bone Spring NE

4 Property Code	5 Property Name	6 Well Number
322995	DOLLY VARDEN 25/24 B1ED STATE COM	2H

7 OGRID NO.	8 Operator Name	9 Elevation
14744	MEWBOURNE OIL COMPANY	3697'

10 Surface Location

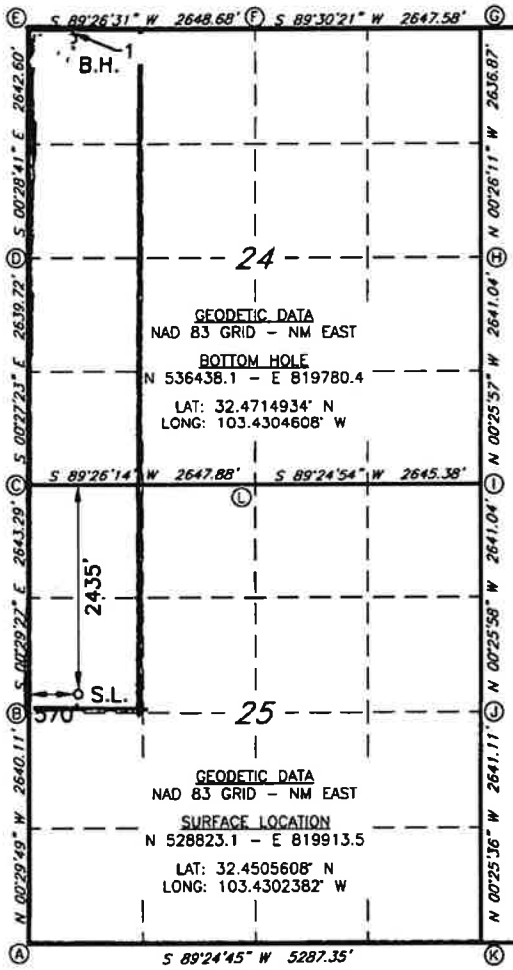
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet From the	East/West line	County
E	25	21S	34E		2435	NORTH	570	WEST	LEA

11 Bottom Hole Location If Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
D	24	21S	34E		90'	NORTH	455	WEST	LEA

12 Dedicated Acres	13 Joint or Infill	14 Consolidation Code	15 Order No.
240			

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



CORNER DATA
NAD 83 GRID – NM EAST

A: FOUND BRASS CAP "1913"
N 525969.8 – E 819368.3

B: FOUND BRASS CAP "1913"
N 528609.3 – E 819345.4

C: FOUND BRASS CAP "1913"
N 531252.0 – E 819322.8

D: FOUND BRASS CAP "1913"
N 533891.2 – E 819301.8

E: FOUND BRASS CAP "1913"
N 536533.2 – E 819279.7

F: FOUND BRASS CAP "1913"
N 536559.0 – E 821927.8

G: FOUND 3/4" REBAR
N 536581.8 – E 824574.8

H: FOUND 9"X3"X5"
LIMESTONE ROCK
N 533945.5 – E 824594.9

I: CALCULATED CORNER
N 531305.0 – E 824614.8

J: FOUND 8"X6"X4"
LIMESTONE ROCK
N 528664.5 – E 824634.8

K: FOUND 3/4" REBAR
N 526024.0 – E 824654.4

L: FOUND BRASS CAP "1913"
N 531278.0 – E 821970.1

17 OPERATOR CERTIFICATION

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

Jackie Lathan 12/11/19
Signature Date

Jackie Lathan
Printed Name

E-mail Address

18 SURVEYOR CERTIFICATION

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

12-07-2018
Date of Survey

Signature and Seal of Professional Surveyor:

ROBERT M. HOWETT
NEW MEXICO
19680
PROFESSIONAL SURVEYOR

19680
Certificate Number

RRC – Job No.: LS18121342

HOBBS OCD
DEC 19 2019
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Intent [ ] As Drilled [X]

API #		
30-025-45403		
Operator Name:	**Property Name:**	**Well Number**
Mewbourne Oil Company	Dolly Varden 25/24 B1ED State Com	#2H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
E	25	21S	34E		2625	N	640	W	Lea
Latitude				**Longitude**				**NAD**	
32.4500356				-103.4300153				83	

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
E	25	21S	34E		2295	N	507	W	Lea
Latitude				**Longitude**				**NAD**	
32.4509714				-103.4304442				83	

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
D	24	21S	34E		111	N	456	W	Lea
Latitude				**Longitude**				**NAD**	
32.4714644				-103.4306022				83	

Is this well the defining well for the Horizontal Spacing Unit? No

Is this well an infill well? Yes

If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #		
30-025-45400		
Operator Name:	**Property Name:**	**Well Number**
Mewbourne Oil Co.	Dolly Varden 25/24 B2ED State Com	1H

KZ 06/29/2018

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

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

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

☒ AMENDED REPORT
AS DRILLED

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number	2 Pool Code	3 Pool Name
30-025-45401	28435	GRAMA RIDGE; BONE SPRING, NE KZ

4 Property Code	5 Property Name	6 Well Number
322979	DOLLY VARDEN 25/24 B2FC STATE COM	1H

7 OGRID NO.	8 Operator Name	9 Elevation
14744	MEWBOURNE OIL COMPANY	3641'

10 Surface Location

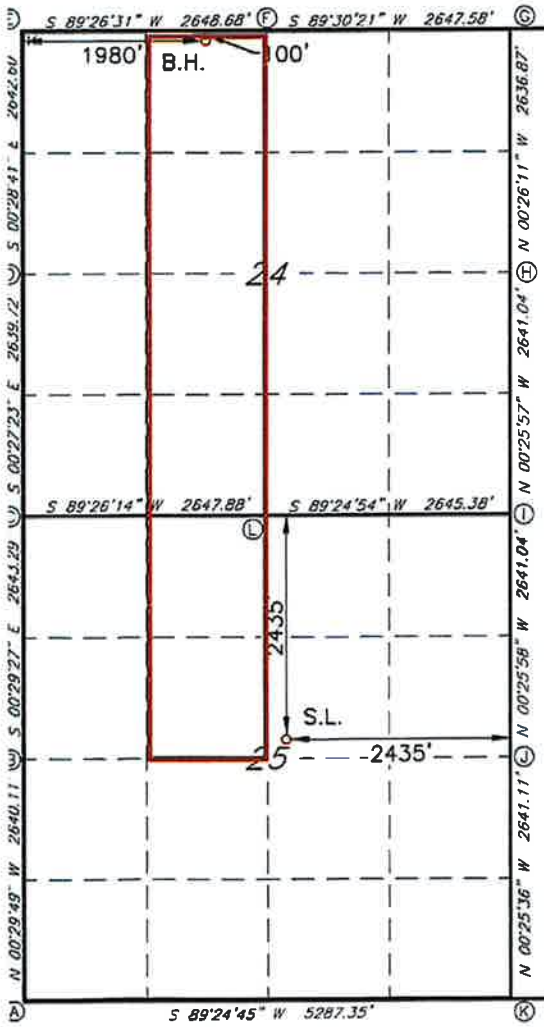
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet From the	East/West line	County
G	25	21S	34E		2435	NORTH	2435	EAST	LEA

11 Bottom Hole Location If Different From Surface SL

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
C	24	21S	34E		87'	NORTH	1981'	WEST	LEA

12 Dedicated Acres	13 Joint or Infill	14 Consolidation Code	15 Order No.
240			

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



GEODETIC DATA
NAD 83 GRID – NM EAST

SURFACE LOCATION
N 528845.6 – E 822198.7
LAT: 32.4505694° N
LONG: 103.4228301° W

BOTTOM HOLE
N 536452.5 – E 821260.1
LAT: 32.4714985° N
LONG: 103.4256630° W

CORNER DATA
NAD 83 GRID – NM EAST

A: FOUND BRASS CAP "1913"
N 525969.8 – E 819368.3

B: FOUND BRASS CAP "1913"
N 528609.3 – E 819345.4

C: FOUND BRASS CAP "1913"
N 531252.0 – E 819322.8

D: FOUND BRASS CAP "1913"
N 533891.2 – E 819301.8

E: FOUND BRASS CAP "1913"
N 536533.2 – E 819279.7

F: FOUND BRASS CAP "1913"
N 536559.0 – E 821927.8

G: FOUND 3/4" REBAR
N 536581.8 – E 824574.8

H: FOUND 9"X3"X5"
LIMESTONE ROCK
N 533945.5 – E 824594.9

I: CALCULATED CORNER
N 531305.0 – E 824614.8

J: FOUND 8"X6"X4"
LIMESTONE ROCK
N 528664.5 – E 824634.8

K: FOUND 3/4" REBAR
N 526024.0 – E 824654.4

L: FOUND BRASS CAP "1913"
N 531278.0 – E 821970.1

17 OPERATOR CERTIFICATION

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Jackie Lathan 01/04/2021
Signature Date

Jackie Lathan
Printed Name

jlathan@mewbourne.com
E-mail Address

18 SURVEYOR CERTIFICATION

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

10-19-18
Date of Survey

Signature and Seal of Professional Surveyor:

ROBERT M. HOWETT
NEW MEXICO
19680
PROFESSIONAL SURVEYOR

19680
Certificate Number

RRC – Job No.: LS18101202

Intent [ ] As Drilled [X]

API #
30-025-45401

Operator Name:	Property Name:	Well Number
Mewbourne Oil Company	Dolly Varden 25/24 B2FC State Com	1H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
F	25	21S	34E		2619	N	2104	W	Lea

Latitude	Longitude	NAD
32.4500817	-103.4252609	83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
F	25	21S	34E		2199	N	2078	W	Lea

Latitude	Longitude	NAD
32.4512369	-103.4253313	83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
C	24	21S	34E		142	N	1981	W	Lea

Latitude	Longitude	NAD
32.4713820	-103.4256590	83

Is this well the defining well for the Horizontal Spacing Unit? YES

Is this well an infill well? [ ]

If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #

Operator Name:	Property Name:	Well Number

KZ 06/29/2018

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

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

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

☒ AMENDED REPORT
AS DRILLED

WELL LOCATION AND ACREAGE DEDICATION PLAT

1 API Number	2 Pool Code	3 Pool Name
30-025-45402	28435	GRAMA RIDGE; BONE SPRING, NE KZ

4 Property Code	5 Property Name	6 Well Number
322992	DOLLY VARDEN 25/24 B2GB STATE COM	1H

7 OGRID NO.	8 Operator Name	9 Elevation
14744	MEWBOURNE OIL COMPANY	3640'

10 Surface Location

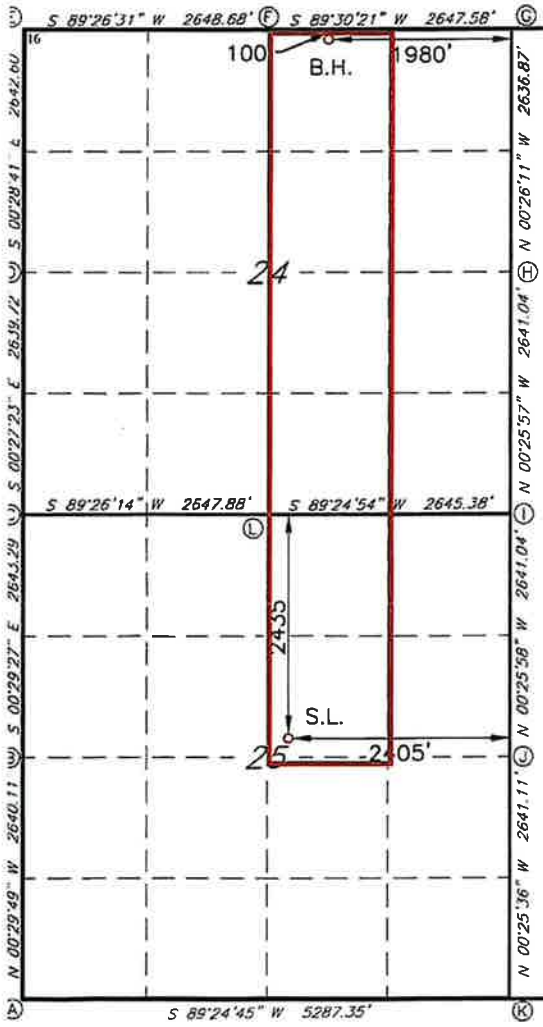
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet From the	East/West line	County
G	25	21S	34E		2435	NORTH	2405	EAST	LEA

11 Bottom Hole Location If Different From Surface SL

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
B	24	21S	34E		97	NORTH	1873	EAST	LEA

12 Dedicated Acres	13 Joint or Infill	14 Consolidation Code	15 Order No.
240			

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



GEODETIC DATA
NAD 83 GRID – NM EAST

SURFACE LOCATION
N 528845.9 – E 822228.7
LAT: 32.4505695° N
LONG: 103.4227329° W

BOTTOM HOLE
N 536464.8 – E 822596.0
LAT: 32.4715009° N
LONG: 103.4213314° W

CORNER DATA
NAD 83 GRID – NM EAST

A: FOUND BRASS CAP "1913"
N 525969.8 – E 819368.3

B: FOUND BRASS CAP "1913"
N 528609.3 – E 819345.4

C: FOUND BRASS CAP "1913"
N 531252.0 – E 819322.8

D: FOUND BRASS CAP "1913"
N 533891.2 – E 819301.8

E: FOUND BRASS CAP "1913"
N 536533.2 – E 819279.7

F: FOUND BRASS CAP "1913"
N 536559.0 – E 821927.8

G: FOUND 3/4" REBAR
N 536581.8 – E 824574.8

H: FOUND 9"X3"X5"
LIMESTONE ROCK
N 533945.5 – E 824594.9

I: CALCULATED CORNER
N 531305.0 – E 824614.8

J: FOUND 8"X6"X4"
LIMESTONE ROCK
N 528664.5 – E 824634.8

K: FOUND 3/4" REBAR
N 526024.0 – E 824654.4

L: FOUND BRASS CAP "1913"
N 531278.0 – E 821970.1

17 OPERATOR CERTIFICATION

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

Jackie Lathan 01/06/2021
Signature Date

Jackie Lathan
Printed Name

jlathan@mewbourne.com
E-mail Address

18 SURVEYOR CERTIFICATION

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

10-19-18
Date of Survey

Signature and Seal of Professional Surveyor:

ROBERT M. HOWETT
NEW MEXICO
19680
PROFESSIONAL SURVEYOR

19680
Certificate Number

RRC – Job No.: LS18101203

Intent [ ] As Drilled [X]

API #
30-025-45402

Operator Name:	Property Name:	Well Number
Mewbourne Oil Company	Dolly Varden 25/24 B2GB State Com	1H

Kick Off Point (KOP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
G	25	21S	34E		2607	N	1981	E	Lea

Latitude	Longitude	NAD
32.4500755	-103.4213600	83

First Take Point (FTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
G	25	21S	34E		2357	N	1962	E	Lea

Latitude	Longitude	NAD
32.4507693	-103.4212955	83

Last Take Point (LTP)

UL	Section	Township	Range	Lot	Feet	From N/S	Feet	From E/W	County
B	24	21S	34E		142	N	1873	E	Lea

Latitude	Longitude	NAD
32.4713849	-103.4209736	83

Is this well the defining well for the Horizontal Spacing Unit? Yes

Is this well an infill well? [ ]

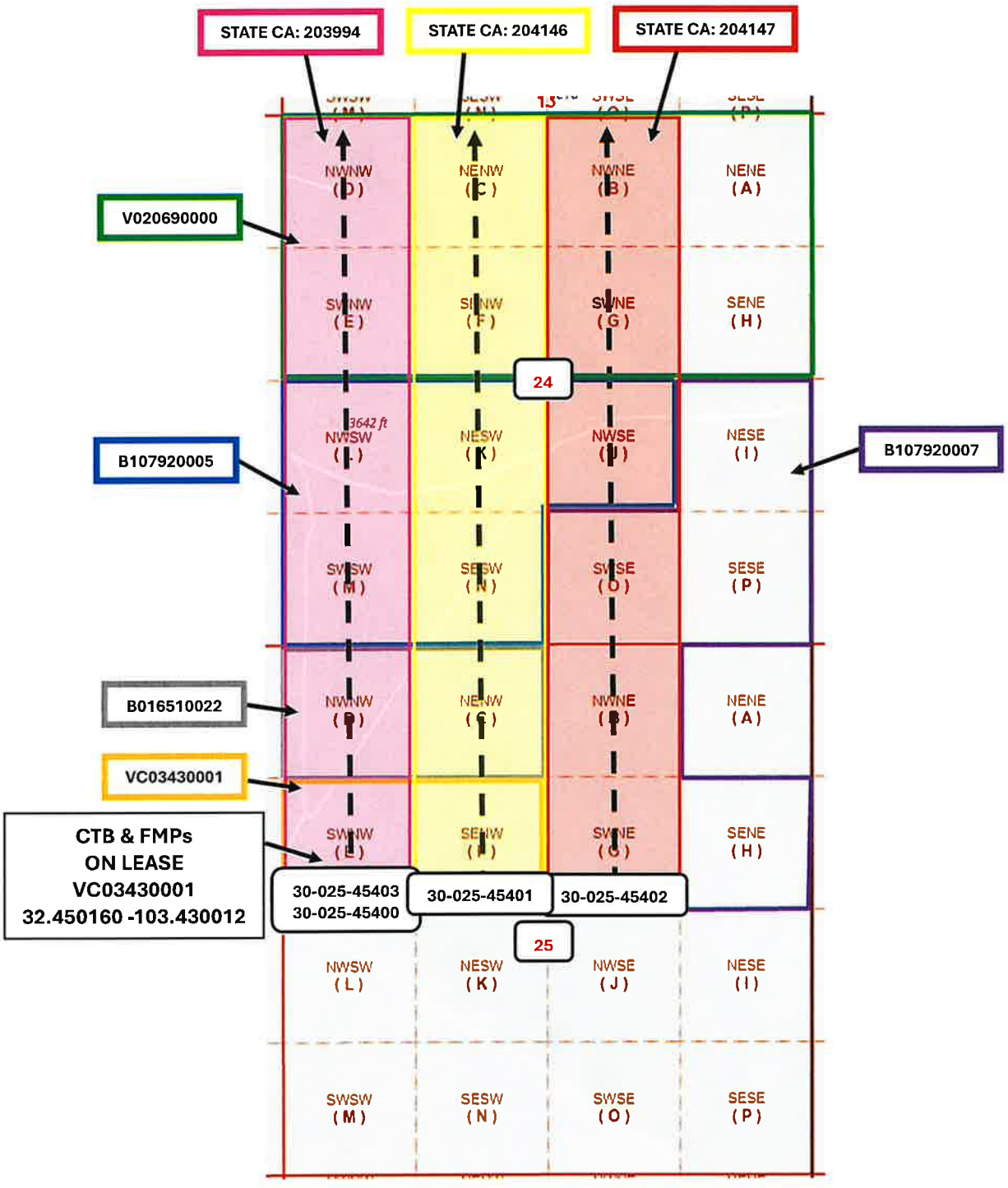
If infill is yes please provide API if available, Operator Name and well number for Defining well for Horizontal Spacing Unit.

API #

Operator Name:	Property Name:	Well Number

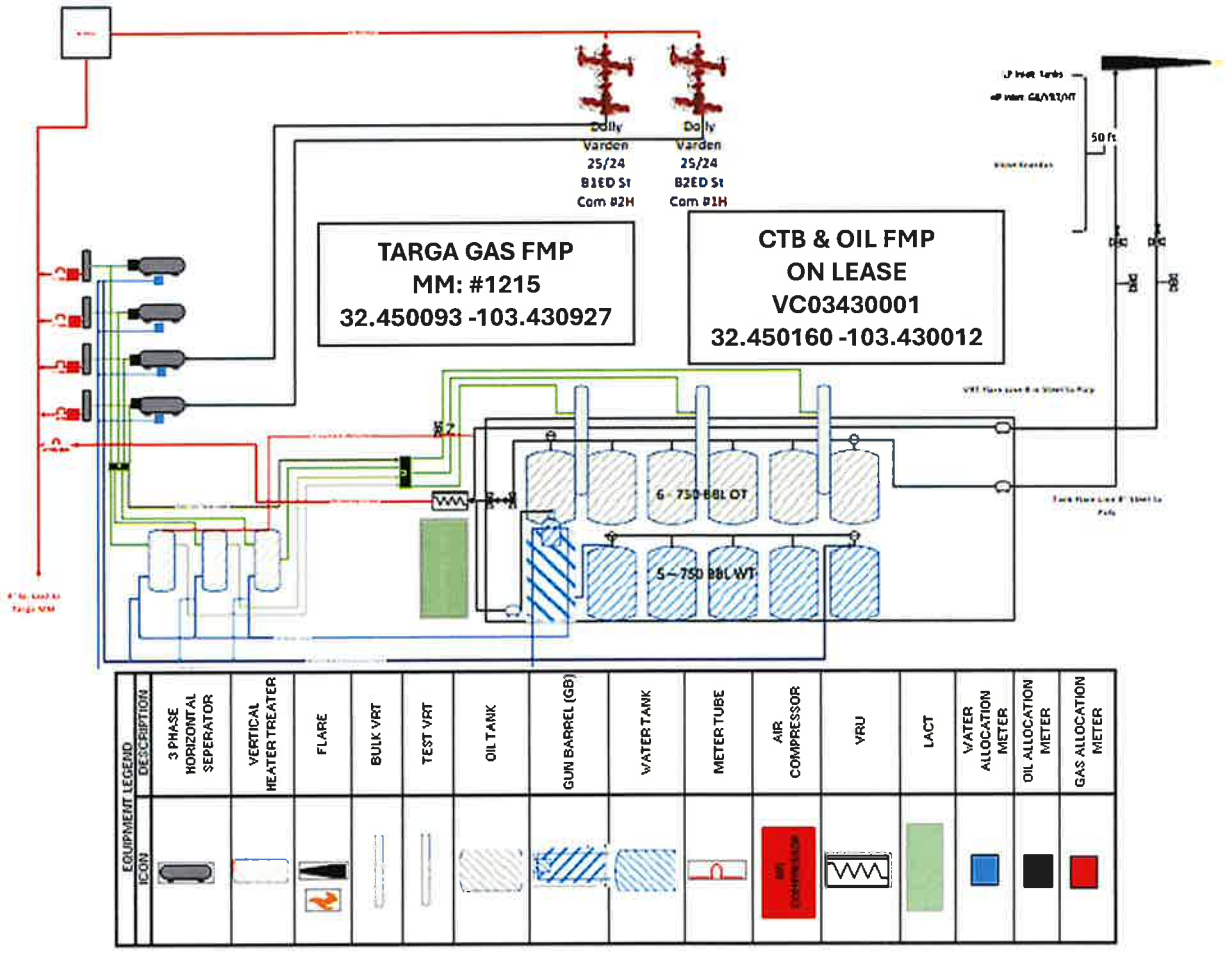
KZ 06/29/2018

Lease Boundary Map:

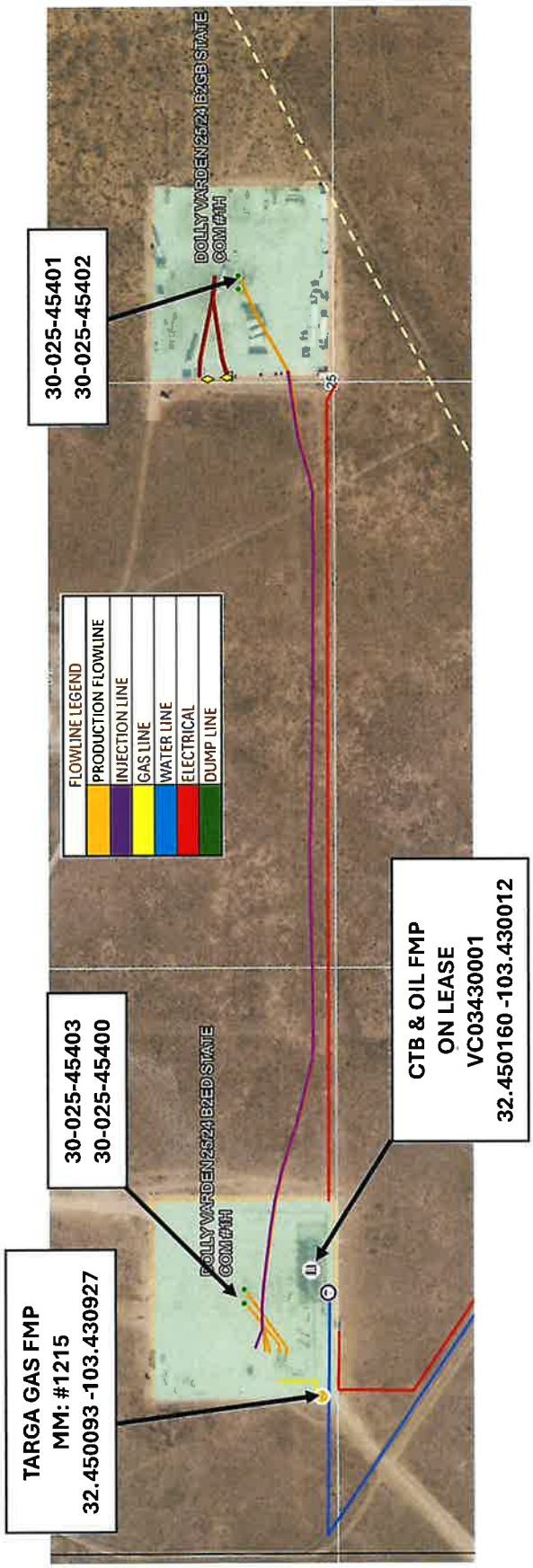


Facility Diagram:

Facility Diagram	
Operator	Mewbourne Oil Company
Facility Name	Dolly Varden 25/24 B2ED St Com #1H Battery
Facility Location	SWNW Sec 25, T21S, R34E, Lea Co., NM
Lease Number:	[80 Acres] VC03430001, [80 Acres] B0165I0022, [200 Acres] B1079200(05, [320 Acres] VC0206980000, [240 Acres] B107920004, [40 Acres] VC0559B0001
Comm Agreement:	
Pools Associated:	[28435] GRAMA RIDGE, BONE SPRING, NE
Wells in Facility	
DOLLY VARDEN 25 24 B2ED STATE COM #001H	30-025-45401
DOLLY VARDEN 25 24 B1ED STATE COM #002H	30-025-45402
DOLLY VARDEN 25 24 B2C STATE COM #001H	30-025-45403
DOLLY VARDEN 25 24 B2GB STATE COM #001H	30-025-45400



Aerial View:


30-025-45401
30-025-45402
DOLLY VARDEN 25/24 B2GB STATE COM #1H
FLOWLINE LEGEND
PRODUCTION FLOWLINE
INJECTION LINE
GAS LINE
WATER LINE
ELECTRICAL
DUMP LINE
30-025-45403
30-025-45400
DOLLY VARDEN 25/24 B2ED STATE COM #1H
CTB & OIL FMP
ON LEASE
VC03430001
32.450160 -103.430012
TARGA GAS FMP
MM: #1215
32.450093 -103.430927

DATE IN	SUSPENSE	ENGINEER	LOGGED IN	TYPE	APP NO.

ABOVE THIS LINE FOR DIVISION USE ONLY

NEW MEXICO OIL CONSERVATION DIVISION

- Engineering Bureau -

ADMINISTRATIVE APPLICATION CHECKLIST

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

Application Acronyms:

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

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

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

Check One Only for [B] or [C]

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

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

[D] Other: Specify _____

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

[A] ☒ Working, Royalty or Overriding Royalty Interest Owners

[B] ☐ Offset Operators, Leaseholders or Surface Owner

[C] ☐ Application is One Which Requires Published Legal Notice

[D] ☒ Notification and/or Concurrent Approval by BLM or SLO
U.S. Bureau of Land Management - Commissioner of Public Lands, State Land Office

[E] ☐ For all of the above, Proof of Notification or Publication is Attached, and/or,

[F] ☐ Waivers are Attached

[3] **SUBMIT ACCURATE AND COMPLETE INFORMATION REQUIRED TO PROCESS THE TYPE OF APPLICATION INDICATED ABOVE.**

[4] **CERTIFICATION:** I hereby certify that the information submitted with this application for administrative approval is **accurate** and **complete** to the best of my knowledge. I also understand that **no**

action will be taken on this application until the required information and notifications are submitted to the Division.

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

Drew Renner		Petroleum Engineer
7/7/2026		
Print or Type Name	Signature	Title
Date		

drenner@mewbourne.com
e-mail Address

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

State of New Mexico
Energy, Minerals and Natural Resources Department

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

Form C-107-B
Revised August 1, 2011

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

APPLICATION FOR SURFACE COMMINGLING (DIVERSE OWNERSHIP)

OPERATOR NAME: Mewbourne Oil Company
OPERATOR ADDRESS: 4801 Business Park BLVD PO Box 5270 Hobbs NM 88240
APPLICATION TYPE:

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

LEASE TYPE: ☐ Fee ☒ State ☐ Federal

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

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

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

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

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

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

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

(1) Complete Sections A and E.

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

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

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

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

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

SIGNATURE: Drew A. Renner TITLE: Petroleum Engineer DATE: 7/7/2026

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

E-MAIL ADDRESS: drenner@mewbourne.com

Central Tank Battery

Well Name	Location	API #	Pool #	MCFPD	Dry BTU @ 14.73 PSI
DOLLY VARDEN 25/24 B2FC STATE COM #1H	2435' FNL & 2435' FEL, Sec 25 T21S R34E	30-025-45401	[28435] GRAMA RIDGE, BONE SPRING, NE	~220	~1240
DOLLY VARDEN 25/24 B2GB STATE COM #1H	2435' FNL & 2405' FEL, Sec 25 T21S R34E	30-025-45402	[28435] GRAMA RIDGE, BONE SPRING, NE	~150	~1240
DOLLY VARDEN 25/24 B1ED STATE COM #2H	2435' FNL & 570' FWL, Sec 25 T21S R34E	30-025-45403	[28435] GRAMA RIDGE, BONE SPRING, NE	~210	~1240
DOLLY VARDEN 25/24 B2ED STATE COM #1H	2435' FNL & 600' FWL, Sec 25 T21S R34E	30-025-45400	[28435] GRAMA RIDGE, BONE SPRING, NE	~460	~1240

MEWBOURNE OIL COMPANY
4801 BUSINESS PARK BLVD.
HOBBS, NM 88240

TELEPHONE (575) 393-5905

July 13, 2026

Via Certified Mail

See Attached Address List

Re: Application for Central Tank Battery, Lease Commingle, Off Lease Measurement, Sales, & Storage

DOLLY VARDEN 25/24 B2FC State Com #1H
API# 30-025-45401
2435' FNL & 2435' FEL
Section 25, T21S, R34E
Lea County, New Mexico

DOLLY VARDEN 25/24 B2GB State Com #1H
API# 30-025-45402
2435' FNL & 2405' FEL
Section 25, T21S, R34E
Lea County, New Mexico

DOLLY VARDEN 25/24 B1ED State Com #2H
API# 30-025-45403
2435' FNL & 570' FWL
Section 25, T21S, R34E
Lea County, New Mexico

DOLLY VARDEN 25/24 B2ED State Com #1H
API# 30-025-45400
2435' FNL & 600' FWL
Section 25, T21S, R34E
Lea County, New Mexico

Ladies and Gentlemen:

Mewbourne Oil Company ("Mewbourne") has filed an application with the New Mexico Oil Conservation Division ("Division") seeking authorization for a Central Tank Battery, Lease Commingle, and have Off Lease Measurement, Sales, and Storage for the above captioned wells.

The DOLLY VARDEN 25/24 B2FC State Com #1H, DOLLY VARDEN 25/24 B2GB State Com #1H, DOLLY VARDEN 25/24 B1ED State Com #2H, and the DOLLY VARDEN 25/24 B2ED State Com #1H wells are on multiple State leases which comprise portions of Sections 24 and 25, T21S, R34E, Lea County, New Mexico.

All oil and gas production from these wells is to be stored in a central tank battery located in the SW4NW4 of Section 25, T21S, R34E, Lea County, New Mexico. The oil and gas production from these wells will be allocated then combined and measured by a Targa gas sales meter (Targa MM #1215) located on the central tank battery pad in the SWNW of Section 25, T21S, R34E. Mewbourne will allocate oil & gas production based on the allocation meter.

If you object to the either application, you must notify the Division in writing no later than 20 days from the date of this letter (the Division's address is 1220 South St. Francis Drive, Santa Fe, New Mexico 87505). Failure to object will preclude you from contesting this matter later.

Should you have any questions regarding the above, please email Drew Renner at drenner@mewbourne.com or call him at (575) 393-5905.

Sincerely,

MEWBOURNE OIL COMPANY

Brad Dunn
Landman

Released to Imaging: 10/1/2026 9:19:15 AM

Received by OCD: 7/13/2026 2:11:25 PM

DOLLY VARDEN 25/24 COMMINGLE DISBRIBUTION LIST

OWNER NAME	ADDRESS 1	CITY	STATE	ZIP	CERTIFIED NUMBER
JAK MINERALS LLLP	P O BOX 3753	LITTLETON	CO	80161	_94148362085513034390 37
ELLIPSIS OIL & GAS INC	3500 MAPLE AVENUE STE 1080	DALLAS	TX	75219	_94148362085513034390 44
MOLLY M AZOPARDI	P O BOX 620	WIMBERLY	TX	78676	_94148362085513034390 51
NORTHERN OIL & GAS INC	4350 BAKER ROAD, SUITE 400	MINNETONKA	MN	55343	_94148362085513034390 68
NANCY LAMB	P O BOX 1216	ALBUQUERQUE	NM	87103	_94148362085513034390 75
PATRICK LEONARD CHILD'S TRUST	P O BOX 700633	SAN ANTONIO	TX	78270	_94148362085513034390 82
LER RESOURCES LTD	P O BOX 303424	AUSTIN	TX	78703	_94148362085513034390 99
AXIS ENERGY CORPORATION	P O BOX 2107	ROSWELL	NM	88202	_94148362085513034391 12
VENABLE ROYALTY LTD	8111 DOUGLAS AVE, STE 975	DALLAS	TX	75225	_94148362085513034391 05
LEONARD LEGACY ROYALTY LLC	P O BOX 3422	MIDLAND	TX	79702	_94148362085513034391 29
MICHAEL KYLE LEONARD CHILD'S TRUST	P O BOX 2625	EAGLE PASS	TX	78853	_94148362085513034391 36
PENELOPE ANN LAMB	P O BOX 1216	ALBUQUERQUE	NM	87103	_94148362085513034391 50
WING RESOURCES VIII LLC	2100 MCKINNEY AVE STE 1540	DALLAS	TX	75201	_94148362085513034391 43
JACKS PEAK LLC	P O BOX 294928	KERRVILLE	TX	78029	_94148362085513034391 67
NEW MEXICO STATE LAND OFFICE	310 OLD SANTA FE TRAIL	SANTA FE	NM	87501	_94148362085513034391 74
NOELLE LAMB	P O BOX 20339	ALBUQUERQUE	NM	87154	_94148362085513034392 04
KARS O&G LLC	P O BOX 2318	EDMOND	OK	73083	_94148362085513034391 81
HMTK ROYALTY LLC	P O BOX 50688	MIDLAND	TX	79710	_94148362085513034392 11
LML PROPERTIES LLC	P O BOX 3194	BOULDER	CO	80307	_94148362085513034392 28

Released to Imaging: 10/1/2026 9:19:15 AM
Received by OCD: 7/13/2026 2:11:25 PM

VIPER ENERGY PARTNERS LP	500 WEST TEXAS AVE STE 100	MIDLAND	TX	79701	_9414836208551303439259
MCCOMBS EXPLORATION LLC	755 E MULBERRY AVE, STE 600	SAN ANTONIO	TX	78212	_9414836208551303439273
R H VENABLE PROPERTIES LTD	5949 SHERRY LANE SUITE 1400	DALLAS	TX	75225	_9414836208551303439297
PETROGULF CORPORATION	600 N GRANT STREET, STE 620	DENVER	CO	80203	_9414836208551303439235
SHANNON C LEONARD CHILD'S TR	1018 SUNSET CANYON DR N	DRIPPING SPRING	TX	78620	_9414836208551303439242
BTA OIL PRODUCERS LLC	104 SOUTH PECOS STREET	MIDLAND	TX	79701	_9414836208551303439266
CHUMBLEY FAMILY TRUST	5082 GAZANIA DR	SAN JOSE	CA	95111	_9414836208551303439280
MOLLY M AZOPARDI CHILD'S TRUST	P O BOX 620	WIMBERLEY	TX	78676	_9414836208551303439303

OWNERSHIP STATEMENT BY QUALIFIED PETROLEUM LANDMAN:

19.15.12.7 DEFINITIONS:

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

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

Ownership in pools and leases to be commingled is:

DIVERSE ☒ (as defined in 19.15.12.7 A. NMAC)
IDENTICAL ☐ (as defined in 19.15.12.7 B. NMAC)

Signed: _____
Printed Name: Brad Dunn
Title: Petroleum Landman
Date: 7/13/2026

Commissioner

Stephanie Garcia Richard

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

Brad Dunn
Mewbourne Oil Co
500 West Texas, Suite 1020
Midland, TX 79701

May 15th, 2020

Re: Communitization Agreement Approval
Dolly Varden 25-24 B2ED State Com #1H
Vertical Extent: Bone Spring
Township: 21 South, Range 34 East, NMPM
Sect 24: W2W2
Sect 25: W2NW4
Lea County, New Mexico

Dear Mr. Dunn,

The Commissioner of Public Lands has this date approved the Dolly Varden 25-24 B2ED State Com #1H Communitization Agreement for the Bone Spring formation effective 8/15/2019. Enclosed are three Certificates of Approval.

The agreement shall remain in effect for One Year, and as long thereafter as communitized substances are produced from the communitized area in paying quantities.

Approval of this agreement does not warrant or certify that the operator and/or other working interest owners hold legal or equitable title to the leases which are committed hereto, nor does the Commissioner's approval constitute adjudication of any federal or private interests, or warrant or certify that the information supplied by the operator regarding federal or private interests is accurate.

If we may be of further service, please contact Niranjan Khalsa at (505) 827-6628.

Sincerely,

Stephanie Garcia Richard

Stephanie Garcia Richard
COMMISSIONER OF PUBLIC LANDS

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Mewbourne Oil Co
Dolly Varden 25-24 B2ED State Com #1H
Vertical Extent: Bone Spring
Township: 21 South, Range: 34 East, NMPM
Section 24: W2W2
Section 25: W2NW4
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **August 15, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

(a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.

(b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.

(c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.

(d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **15th Day of May, 2020.**

Stephanie Garcia Richard

COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Mewbourne Oil Co
Dolly Varden 25-24 B2ED State Com #1H
Vertical Extent: Bone Spring
Township: 21 South, Range: 34 East, NMPM
Section 24: W2W2
Section 25: W2NW4
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **August 15, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

(a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.

(b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.

(c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.

(d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **15th Day of May, 2020.**

Stephanie Garcia Richard

COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Mewbourne Oil Co
Dolly Varden 25-24 B2ED State Com #1H
Vertical Extent: Bone Spring
Township: 21 South, Range: 34 East, NMPM
Section 24: W2W2
Section 25: W2NW4
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **August 15, 2019**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

(a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.

(b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.

(c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.

(d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **15th Day of May, 2020.**

Stephanie Garcia Richard

COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE *OR*
STATE/FEE
Revised March 2017

COMMUNITIZATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: *Well Name: Dolly Varden 25/24 B2ED State Com #1H*

STATE OF NEW MEXICO) *API #: 30-025-45400*
)ss
COUNTY OF LEA)

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of the August 15, 2019, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

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

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

11:8 AM 12 SEP 2019

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

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

   Township 21 South, Range 34 East, N.M.P.M.

   Section 24: W/2W/2
   Section 25: W/2NW/4

   LEA County, New Mexico,

containing 240.00 acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

2. *The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.*

3. *Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.*

4. Mewbourne Oil Company shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Mewbourne Oil Company.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

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

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such

operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. *Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.*

11. *It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.*

12. *If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.*

13. *This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.*

14. *This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.*

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

MEWBOURNE OIL COMPANY
(Operator & Working Interest Owner)

By: Corey Mitchell
Corey Mitchell, Attorney-in-Fact BD CS

BTA Oil Producers, LLC
(Working Interest Owner & Record Title Owner)
Lease #: V-2069

By: _____
Barry Beal, Jr., Managing Member
pp
W/DP

BEXP I, LP
(Working Interest Owner)

By: _____

Alpha Energy Partners, LLC
(Working Interest Owner)

By: _____

Great Western Drilling LTD
(Working Interest Owner)

By: _____

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

MEWBOURNE OIL COMPANY
(Operator & Working Interest Owner)

*By:*_____
Corey Mitchell, Attorney-in-Fact

BTA Oil Producers, LLC
(Working Interest Owner & Record Title Owner)
Lease #: V-2069

*By:*_____

BEXP I, LP
(Working Interest Owner)

*By:*_____

Alpha Energy Partners, LLC
(Working Interest Owner)

*By:*_____

Great Western Drilling LTD
(Working Interest Owner)

*By:*_____

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

MEWBOURNE OIL COMPANY
(Operator & Working Interest Owner)

By:_____
Corey Mitchell, Attorney-in-Fact

BTA Oil Producers, LLC
(Working Interest Owner & Record Title Owner)
Lease #: V-2069

By:_____

BEXP I, LP
(Working Interest Owner)

By:_____

Alpha Energy Partners, LLC
(Working Interest Owner)

By:_____
P. NICK MAXWELL, CEO

Great Western Drilling LTD
(Working Interest Owner)

By:_____

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

MEWBOURNE OIL COMPANY
(Operator & Working Interest Owner)

*By:*_____
Corey Mitchell, Attorney-in-Fact

BTA Oil Producers, LLC
(Working Interest Owner & Record Title Owner)
Lease #: V-2069

*By:*_____

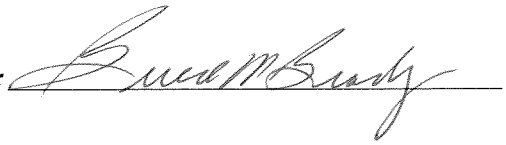
BEXP I, LP
(Working Interest Owner)

By: _____

Alpha Energy Partners, LLC
(Working Interest Owner)

By: _____

Great Western Drilling LTD
(Working Interest Owner)

By: 

McCombs Exploration LLC
(Working Interest Owner)

By: _____

Axis Energy Corporation
(Working Interest Owner)

By: _____

McCombs Exploration LLC
(Working Interest Owner)

By: _____

Axis Energy Corporation
(Working Interest Owner)

By: _____

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 18 *day of* September *2019, by Corey Mitchell, Attorney-in-Fact of Mewbourne Oil Company, a Delaware corporation on behalf of said corporation.*

TIA ALEXANDER
Notary ID #131701498
My Commission Expires
August 28, 2022

Notary Public

8-28-22
My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 9th *day of* September *2019 by* Barry Beal, Jr. *as* Managing Member *of* ***BTA Oil Producers, LLC****, a* Texas xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx *corporation on behalf of said corporation.* limited liability company, on behalf of said limited liability company.

KRIS RAMOS
Notary Public, State of Texas
Notary ID 12580744-9
My Commission Exp. 11-01-2022

Notary Public , State of Texas

11-1-22
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ *day of* _____ *2019 by* _____ *as* _____ *of* ***BEXP I, LP****, a* _____ *corporation on behalf of said corporation.*

Notary Public

My Commission expires

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this _____ day of _____ 2019, by Corey Mitchell, Attorney-in-Fact of Mewbourne Oil Company, a Delaware corporation on behalf of said corporation.

_____
Notary Public

_____
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2019 *by* _____ *as* _____ *of* ***BTA Oil Producers, LLC****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF Texas

COUNTY OF Travis

This instrument was acknowledged before me this 9th ***day of*** September ***2019*** *by* Keith P. Lilie *as* President + CEO *of* ***BEXP I, LP****, a* _____ *corporation on behalf of said corporation.*

NANCY PANTER
My Notary ID # 11434496
Expires September 28, 2022

Nancy Panter
Notary Public

Sept. 28, 2022
My Commission expires

STATE OF Texas

COUNTY OF Midland

This instrument was acknowledged before me this 12 ***day of*** September ***2019*** *by* P. Nick Maxwell *as* CFO *of* ***Alpha Energy Partners, LLC****, a* Texas *corporation on behalf of said corporation.*

JARED MICHAEL FORISHA
Notary Public, State of Texas
Comm. Expires 02-19-2022
Notary ID 131456636

Jared M. Forisha
Notary Public

02-19-2022
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ ***day of*** _____ ***2019*** *by* _____ *as* _____ *of* ***Great Western Drilling LTD****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ ***day of*** _____ ***2019*** *by* _____ *as* _____ *of* ***MCCOMBS EXPLORATION LLC****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2019 *by _____ as _____ of* ***Alpha Energy Partners, LLC****, a _____ corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 12th ***day of*** September ***2019*** *by* Bruce M Brady *as* President *of* ***Great Western Drilling LTD****, a* Texas ~~corporation on behalf of said corporation.~~ Limited Partnership, on behalf of said limited partnership.

VONDA L. WALKER
My Notary ID # 3517108
Expires May 5, 2020

Vonda L Walker
Notary Public

5-05-20
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2019 *by _____ as _____ of* ***MCCOMBS EXPLORATION LLC****, a _____ corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2019 *by _____ as _____ of* ***Alpha Energy Partners, LLC****, a _____ corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2019 *by _____ as _____ of* ***Great Western Drilling LTD****, a _____ corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF Texas

COUNTY OF Bexar

This instrument was acknowledged before me this 3 ***day of*** September ***2019*** *by* Gregory E. Belisle *as* Controller *of* ***MCCOMBS EXPLORATION LLC****, a* limited liability *corporation on behalf of said corporation.*

SARAH O'SHAUGHNESSY
Notary ID #131257762
My Commission Expires
August 23, 2021

Sarah O'Shaughnessy
Notary Public

August 23, 2021
My Commission expires

STATE OF New Mexico

COUNTY OF Chaves

This instrument was acknowledged before me this 20th ***day of*** August ***2019*** by Kenneth Barbe Jr as President of ***Axis Energy Corporation***, a Texas corporation on behalf of said corporation.

OFFICIAL SEAL
DEBBI JEFFERS
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 9/22/20

Debbi Jeffers
Notary Public

9/22/20
My Commission expires

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated August 14, 2019 by and between Mewbourne Oil Company and BTA Oil Producers, LLC, et al, covering the W/2W/2 of Section 24 and W/2NW/4 of Section 25, Township 21 South Range 34 East, Lea County, New Mexico.

Operator of Communitized Area:

Company: Mewbourne Oil Company

Description of Leases Committed:
W/2W/2 of Section 24 and W/2NW/4 of Section 25; 240.00 acres, more or less.

Tract No. 1

Lessor:	State of New Mexico
Lessee of Record:	BTA Oil Producers, LLC
Serial No. of Lease:	V-2069
Date of Lease:	November 1, 1986
Description of Lands Committed:	Township 21 South, Range 34 East, N.M.P.M. Section 24: W/2NW/4 Lea County, New Mexico
No. of Acres:	80.00

Tract No. 2

Lessor:	State of New Mexico
Lessee of Record:	Wilson Oil Company
Serial No. of Lease:	B-10792
Date of Lease:	November 10, 1943
Description of Lands Committed:	Township 21 South, Range 34 East, N.M.P.M. Section 24: W/2SW/4 Lea County, New Mexico
No. of Acres:	80.00

Tract No. 3

Lessor:	State of New Mexico
Lessee of Record:	Simms Oil Company
Serial No. of Lease:	B-1651
Date of Lease:	January 3, 1933
Description of Lands Committed:	Township 21 South, Range 34 East, N.M.P.M. Section 25: NW/4NW/4 Lea County, New Mexico
No. of Acres:	40.00

Tract No. 4

Lessor:	State of New Mexico
Lessee of Record:	Petrogulf Corporation
Serial No. of Lease:	VC-343
Date of Lease:	February 1, 2018
Description of Lands Committed:	Township 21 South, Range 34 East, N.M.P.M. Section 25: SW/4NW/4 Lea County, New Mexico
No. of Acres:	40.00

RECAPITULATION

TRACT	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	80.00	33.33%
Tract No. 2	80.00	33.34%
Tract No. 3	40.00	16.67%
Tract No. 4	40.00	16.66%
	240.00	100.00%

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Mewbourne Oil Co
Dolly Varden 25-24 B2FC State Com #1H
Vertical Extent: Bone Spring
Township: 21 South, Range: 34 East, NMPM
Sect 24: E2W2
Sect 25: E2NW4
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **February 15, 2020**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

(a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.

(b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.

(c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.

(d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **16th Day of December, 2020.**

Stephanie Garcia Richard/ss

COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR STATE/FEE
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS: Well Name: Dolly Varden 25/24 B2FC State Com #1H

STATE OF NEW MEXICO)
SS)
COUNTY OF **LEA**)

API #: 30 - **25** - **45401**

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **February 15**, 20 **20**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Bone Spring** formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

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

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

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

Subdivisions **E/2W/2 (Sec. 24); E/2NW/4 (Sec. 25)**

0f Sect(s) **24 & 25** Twnshp **21S** Rng **34E** NMPM **LEA** County, NM

containing **240** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

2026 JAN 9 PM 3:52

4. Mewbourne Oil Company shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Mewbourne Oil Company.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

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

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be

terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

2026 MAR 10 PM 9:52

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner, & Working Interest Owner)
Lease #: B-1651

By: Corey Mitchell
Corey Mitchell, Attorney-in-Fact

BTA Oil Producers, LLC
(Working Interest Owner & Record Title Owner)
Lease #: V-2069

*By:*_____

BEXP I, LP
(Working Interest Owner & Record Title Owner)
Lease #: VC-343

By: _____

Alpha Energy Partners, LLC
(Working Interest Owner)

By: _____

Great Western Drilling LTD
(Working Interest Owner)

By: _____

2022 APR 10 AM 9:52

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MEWBOURNE OIL COMPANY
(Operator, Record Title Owner, & Working Interest Owner)
Lease #: B-1651

*By:*_____
Corey Mitchell, Attorney-in-Fact

BTA Oil Producers, LLC
(Working Interest Owner & Record Title Owner)
Lease #: V-2069

*By:*_____ 123 VDP

BEXP I, LP
(Working Interest Owner & Record Title Owner)
Lease #: VC-343

*By:*_____

Alpha Energy Partners, LLC
(Working Interest Owner)

*By:*_____

Great Western Drilling LTD
(Working Interest Owner)

*By:*_____

2022 APR 10 AM 8:52

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Lease #: VC-343

*By:*_____

Alpha Energy Partners, LLC
(Working Interest Owner)

*By:*_____

Great Western Drilling LTD
(Working Interest Owner)

*By:*_____

2026 APR 10 AM 9:52

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Corey Mitchell, Attorney-in-Fact

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Lease #: V-2069

*By:*_____

BEXP I, LP
(Working Interest Owner & Record Title Owner)
Lease #: VC-343

*By:*_____

Alpha Energy Partners, LLC
(Working Interest Owner)

By: PL Mayhew

Great Western Drilling LTD
(Working Interest Owner)

*By:*_____

2021 APR 10 AM 9:52

RECEIVED
FEB 17 2020
MIDLAND

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

MEWBOURNE OIL COMPANY
(Operator, Record Title Owner, & Working Interest Owner)
Lease #: B-1651

*By:*_____
Corey Mitchell, Attorney-in-Fact

BTA Oil Producers, LLC
(Working Interest Owner & Record Title Owner)
Lease #: V-2069

*By:*_____

BEXP I, LP
(Working Interest Owner & Record Title Owner)
Lease #: VC-343

By: _____

Alpha Energy Partners, LLC
(Working Interest Owner)

By: _____

Great Western Drilling LTD
(Working Interest Owner)

By: _____

2020 APR 10 AM 8:52

McCombs Exploration LLC
(Working Interest Owner)

By: Gary V. Woods

Axis Energy Corporation
(Working Interest Owner)

By: _____

2022 APR 10 AM 8:52

McCombs Exploration LLC
(Working Interest Owner)

By: _____

Axis Energy Corporation
(Working Interest Owner)

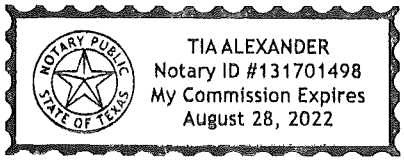
By: _____

2022 APR 10 AM 9:52

2020 APR 10 AM 8:

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 13 *day of* March *2020, by Corey Mitchell, Attorney-in-Fact of* ***Mewbourne Oil Company****, a Delaware corporation on behalf of said corporation.*



Notary Public

8-28-22
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2020 by _____ as _____ of BTA Oil Producers, LLC, a _____ corporation on behalf of said corporation.

_____
Notary Public

_____
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2020 by _____ as _____ of ***BEXP I, LP****, a _____ corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this _____ day of _____ 2020, by Corey Mitchell, Attorney-in-Fact of Mewbourne Oil Company, a Delaware corporation on behalf of said corporation.

_____
Notary Public

_____
My Commission expires

STATE OF Texas

COUNTY OF Midland

This instrument was acknowledged before me this 9th day of March 2020 *by* Barry Beal Jr. *as* Managing Member *of* ***BTA Oil Producers, LLC****, a* Texas limited liability company *corporation on behalf of said corporation.*

MONA LAGAN
Notary Public, State of Texas
Notary ID 6648700
My Commission Exp. 03-27-2021

Mona Lagan
Notary Public Stanley Texas
8-17-21
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2020 *by* _____ *as* _____ *of* ***BEXP I, LP****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

2020 APR 10 AM 8:53

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this _____ day of _____ 2020, by Corey Mitchell, Attorney-in-Fact of Mewbourne Oil Company, a Delaware corporation on behalf of said corporation.

_____
Notary Public

_____
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2020 *by* _____ *as* _____ *of* ***BTA Oil Producers, LLC****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF Texas

COUNTY OF TRAVIS

This instrument was acknowledged before me this 19th ***day of*** February ***2020*** *by* Keith P. Lilie *as* President & CEO *of* ***BEXP I, LP****, a* _____ *corporation on behalf of said corporation.*

ZACHARY J. PRIVETT
Notary Public, State of Texas
Comm. Expires 10-15-2023
Notary ID 132210748

2020 APR 10

_____
Notary Public

10-15-2023
My Commission expires

STATE OF Texas

COUNTY OF Midland

This instrument was acknowledged before me this 14 ***day of*** February ***2020*** *by* P. Nick Maxwell *as* CEO *of* ***Alpha Energy Partners, LLC****, a* Texas *corporation on behalf of said corporation.*

JARED MICHAEL FORISHA
Notary Public, State of Texas
Comm. Expires 02-19-2022
Notary ID 131456636

Jared M. Forisha
Notary Public

02-19-2022
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ ***day of*** _____ ***2020*** *by* _____ *as* _____ *of* ***Great Western Drilling LTD****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ ***day of*** _____ ***2020*** *by* _____ *as* _____ *of* ***MCCOMBS EXPLORATION LLC****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

2020 APR 10 AM 8:53

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2020 by _____ as _____ of Alpha Energy Partners, LLC, a _____ corporation on behalf of said corporation.

_____
Notary Public

_____
My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 28th day of February 2020 by Bruce M. Brady as President of Great Western Drilling LTD, a Texas Limited ~~corporation on behalf of said corporation.~~ Partnership, on behalf of said limited partnership.

VONDA L. WALKER
My Notary ID # 3517108
Expires May 5, 2020

Vonda L Walker
Notary Public

5-05-2020
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2020 by _____ as _____ of MCCOMBS EXPLORATION LLC, a _____ corporation on behalf of said corporation.

_____
Notary Public

_____
My Commission expires

2020 APR 10 AM 8:53

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2020 by _____ as _____ of Alpha Energy Partners, LLC, a _____ corporation on behalf of said corporation.

_____
Notary Public

_____
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2020 by _____ as _____ of Great Western Drilling LTD, a _____ corporation on behalf of said corporation.

_____
Notary Public

_____
My Commission expires

STATE OF Texas

COUNTY OF Bexar

This instrument was acknowledged before me this 20th day of February 2020 by Gary V. Woods as President of MCCOMBS EXPLORATION LLC, a Texas corporation on behalf of said corporation.

LLC LLC

Julie A Cantu
_____
Notary Public

7-26-23
_____
My Commission expires

JULIE A. CANTU
Notary Public, State of Texas
My Comm. Exp. 07-26-2023
ID No. 2109-6

2020 APR 10 AM 8:53

STATE OF New Mexico

COUNTY OF Chaves

This instrument was acknowledged before me this 19th ***day of*** February ***2020*** *by* Kenneth Barbe Jr. *as* President *of* ***Axis Energy Corporation****, a* Texas *corporation on behalf of said corporation.*

OFFICIAL SEAL
DEBBI JEFFERS
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 9/22/20

Notary Public

9/22/20

My Commission expires

2021 APR 10 AM 8:53

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 15, 2020 by and between Mewbourne Oil Company and BTA Oil Producers, LLC, et al, covering the E/2W/2 of Section 24 and E/2NW/4 of Section 25, Township 21 South Range 34 East, Lea County, New Mexico.

Operator of Communitized Area:

Company: Mewbourne Oil Company

Description of Leases Committed:
E/2W/2 of Section 24 and E/2NW/4 of Section 25; 240.00 acres, more or less.

Tract No. 1

Lessor:	State of New Mexico
Lessee of Record:	BTA Oil Producers, LLC
Serial No. of Lease:	V-2069
Date of Lease:	November 1, 1986
Description of Lands Committed:	Township 21 South, Range 34 East, N.M.P.M. Section 24: E/2NW/4 Lea County, New Mexico
No. of Acres:	80.00

Tract No. 2

Lessor:	State of New Mexico
Lessee of Record:	Wilson Oil Company
Serial No. of Lease:	B-10792
Date of Lease:	November 10, 1943
Description of Lands Committed:	Township 21 South, Range 34 East, N.M.P.M. Section 24: E/2SW/4 Lea County, New Mexico
No. of Acres:	80.00

Tract No. 3

Lessor:	State of New Mexico
Lessee of Record:	Simms Oil Company
Serial No. of Lease:	B-1651
Date of Lease:	January 3, 1933
Description of Lands Committed:	Township 21 South, Range 34 East, N.M.P.M. Section 25: NE/4NW/4

2020 APR 10 AM 8:53

	Lea County, New Mexico
No. of Acres:	40.00

Tract No. 4

Lessor:	State of New Mexico
Lessee of Record:	Petrogulf Corporation
Serial No. of Lease:	VC-343
Date of Lease:	February 1, 2018
Description of Lands Committed:	Township 21 South, Range 34 East, N.M.P.M. Section 25: SE/4NW/4 Lea County, New Mexico
No. of Acres:	40.00

2022 APR 10 AM 8:53

RECAPITULATION

TRACT	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	**80.00**	**33.33%**
Tract No. 2	**80.00**	**33.34%**
Tract No. 3	**40.00**	**16.67%**
Tract No. 4	**40.00**	**16.66%**
	240.00	**100.00%**

2021 APR 16 AM 8:53

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

Mewbourne Oil Co
Dolly Varden 25-24 B2GB State Com #1H
Vertical Extent: Bone Spring
Township: 21 South, Range: 34 East, NMPM
Sect 24: W2E2
Sect 25: W2NE4
Lea County, New Mexico

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Communitization Agreement for the development and operation of acreage which is described within the referenced Agreement dated **February 15, 2020**, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

(a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.

(b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.

(c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.

(d) That such agreement is in other respects for the best interests of the State, with respect to state lands.

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

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this **16th Day of December, 2020.**

Stephanie Garcia Richard /SS

COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

NM State Land Office
Oil, Gas, & Minerals Division

STATE/STATE OR STATE/FEE
Revised March 2017

COMMUNITIZATION AGREEMENT

ONLINE Version

KNOW ALL MEN BY THESE PRESENTS: Well Name: Dolly Varden 25/24 B2GB State Com #1H

STATE OF NEW MEXICO)
SS)
COUNTY OF **LEA**)

API #: 30 - **25** - **45402**

THAT THIS AGREEMENT [which is NOT to be used for carbon dioxide or helium] is entered into as of **February 15**, 20 **20**, by and between the parties subscribing, ratifying or consenting hereto, such parties hereinafter being referred to as "Parties hereto";

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

WHEREAS, the parties hereto, own working, royalty, or other leasehold interests or operating rights under the oil and gas leases and lands subject to this agreement, which leases are more particularly described in the schedule attached hereto, marked Exhibit "A" and made a part hereof, for all purposes; and

WHEREAS, said leases, insofar as they cover the **Bone Spring** formation or pool as defined by the NMOCD, as further described on Exhibit "A" (hereinafter referred to as "said formation") in and under the land hereinafter described cannot be independently developed and operated in conformity with the well spacing program established for such formation in and under said lands; and

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

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

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

Subdivisions **W/2E/2 (Sec. 24); W/2NE/4 (Sec. 25)**

0f Sect(s) **24 & 25** Twnshp **21S** Rng **34E** NMPM **LEA** County, NM

containing **240** acres, more or less. It is the judgment of the parties hereto that the communitization, pooling and consolidation of the aforesaid land into a single unit for the development and production of hydrocarbons from the said formation in and under said land is necessary and advisable in order to properly develop and produce the hydrocarbons in the said formation beneath the said land in accordance with the well spacing rules of the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and in order to promote the conservation of the hydrocarbons in and that may be produced from said formation in and under said lands, and would be in the public interest;

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

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

2. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leases described in Exhibit "A" hereto in the proportion that the number of surface acres covered by each of such leases and included within the communitized area bears to the total number of acres contained in the communitized area.

3. Subject to Paragraph 4, the royalties payable on communitized substances allocated to the individual leases and the rentals provided for in said leases shall be determined and paid in the manner and on the basis prescribed in each of said leases. Except as provided for under the terms and provisions of the leases described in Exhibit "A" hereto or as herein provided to the contrary, the payment of rentals under the terms of said leases shall not be affected by this agreement; and except as herein modified and changed or heretofore amended, the oil and gas leases subject to this agreement shall remain in full force and effect as originally issued and amended.

4. Mewbourne Oil Company shall be the Operator of the said communitized area and all matters of operation shall be determined and performed by Mewbourne Oil Company.

5. The State of New Mexico hereafter is entitled to the right to take in kind its share for the communitized substances allocated to such tract, and Operator shall make deliveries of such royalty share taken in kind in conformity with applicable contracts, laws, and regulations.

6. There shall be no obligation upon the parties hereto to offset any well or wells situated on the tracts of land comprising the communitized area, nor shall the Operator be required to measure separately the communitized substances by reason of the diverse ownership of the separate tracts of land comprising the said communitized area; provided, however, that the parties hereto shall not be released from their obligation to protect the communitized area from drainage of communitized substances by wells which may be drilled within offset distance (as that term is defined) of the communitized area.

7. The commencement, completion, and continued operation or production of a well or wells of communitized substances on the communitized area shall be considered as the commencement, completion, continued operation or production as to each of the leases described in Exhibit "A" hereto.

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

9. This agreement shall be effective as of the date hereinabove written upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Commissioner of Public Lands, shall remain in full force and effect for a period of one year from the date hereof and as long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that this agreement shall not expire if there is a well capable of producing gas in paying quantities located upon some part of the communitized area, if such a well is shut-in due to the inability of the Operator to obtain a pipeline connection or to market the gas therefrom, and if either: **(a)** a shut-in royalty has been timely and properly paid pursuant to the provisions of one of the State of New Mexico oil and gas leases covering lands subject to this agreement so as to prevent the expiration of such lease; or **(b)** each of the State of New Mexico oil and gas leases covering lands subject to this agreement is in its primary term (if a five-year lease), or in its primary or secondary term (if a ten-year lease), or is held by production from another well. Provided further, however, that prior to production in paying quantities from the communitized area, and upon fulfillment of all requirements of the Commissioner of Public Lands with respect to any dry hole or abandoned well drilled upon the communitized area, this agreement may be

terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production of communitized substances if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence. As to State Trust Lands, written notice of intention to commence such operations shall be filed with the Commissioner of Public Lands within thirty (30) days after the cessation of such production, and a report of the status of such operations shall be made by the Operator to the Commissioner every thirty (30) days, and the cessation of such operations for more than twenty (20) consecutive days shall be considered as an abandonment of such operations as to any lease from the State of New Mexico included in this agreement.

10. Operator will furnish the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, and the Commissioner of Public Lands of the State of New Mexico, with any and all reports, statements, notices and well logs and records which may be required under the laws and regulations of the State of New Mexico.

11. It is agreed between the parties hereto that the Commissioner of Public Lands, or his duly authorized representatives, shall have the right of supervision over all operations under the communitized area to the same extent and degree as provided in the oil and gas leases described in Exhibit "A" hereto and in the applicable oil and gas regulations of the State of New Mexico.

12. If any order of the Oil Conservation Division of the New Mexico Energy Minerals and Natural Resources Department, upon which this agreement is predicated or based is in anyway changed or modified, then in such event said agreement is likewise modified to conform thereto.

13. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

Released to Imaging: 10/1/2026 9:19:15 AM

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

MEWBOURNE OIL COMPANY
(Operator & Working Interest Owner)

By: Corey Mitchell
Corey Mitchell, Attorney-in-Fact

BTA Oil Producers, LLC
(Working Interest Owner & Record Title Owner)
Lease #: V-2069

*By:*_____

BEXP I, LP
(Working Interest Owner)

By: _____

Alpha Energy Partners, LLC
(Working Interest Owner)

By: _____

Great Western Drilling LTD
(Working Interest Owner)

By: _____

2006 APR 14 AM 8:03

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

MEWBOURNE OIL COMPANY
(Operator & Working Interest Owner)

*By:*_____
Corey Mitchell, Attorney-in-Fact

BTA Oil Producers, LLC
(Working Interest Owner & Record Title Owner)
Lease #: V-2069

*By:*_____

BEXP I, LP
(Working Interest Owner)

By: _____

Alpha Energy Partners, LLC
(Working Interest Owner)

By: _____

Great Western Drilling LTD
(Working Interest Owner)

By: _____

2026 APR 15 PM 3:03

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

MEWBOURNE OIL COMPANY
(Operator & Working Interest Owner)

*By:*_____
Corey Mitchell, Attorney-in-Fact

BTA Oil Producers, LLC
(Working Interest Owner & Record Title Owner)
Lease #: V-2069

*By:*_____

BEXP I, LP
(Working Interest Owner)

*By:*_____

Alpha Energy Partners, LLC
(Working Interest Owner)

*By:*_____

Great Western Drilling LTD
(Working Interest Owner)

*By:*_____

2026 APR 14 AM 8:03

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

MEWBOURNE OIL COMPANY
(Operator & Working Interest Owner)

*By:*_____
Corey Mitchell, Attorney-in-Fact

BTA Oil Producers, LLC
(Working Interest Owner & Record Title Owner)
Lease #: V-2069

*By:*_____

BEXP I, LP
(Working Interest Owner)

By: _____

Alpha Energy Partners, LLC
(Working Interest Owner)

By: _____

Great Western Drilling LTD
(Working Interest Owner)

By: _____

2026 MAR 14 AM 8:03

RECEIVED
FEB 17 2020
MIDLAND

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

MEWBOURNE OIL COMPANY
(Operator & Working Interest Owner)

*By:*_____
Corey Mitchell, Attorney-in-Fact

BTA Oil Producers, LLC
(Working Interest Owner & Record Title Owner)
Lease #: V-2069

*By:*_____

BEXP I, LP
(Working Interest Owner)

By: _____

Alpha Energy Partners, LLC
(Working Interest Owner)

By: _____

Great Western Drilling LTD
(Working Interest Owner)

By: Bruce M Brady

2020 FEB 14 PM 8:03

McCombs Exploration LLC
(Working Interest Owner)

By: Gary V. Woodall

Axis Energy Corporation
(Working Interest Owner)

By: _____

2026 JUL 14 AM 8:04

McCombs Exploration LLC
(Working Interest Owner)

By: _____

Axis Energy Corporation
(Working Interest Owner)

By: _____

2020 DEC 14 A 9:04

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this 13 ***day of*** March ***2020, by Corey Mitchell, Attorney-in-Fact of Mewbourne Oil Company, a Delaware corporation on behalf of said corporation.***

TIA ALEXANDER
Notary ID #131701498
My Commission Expires
August 28, 2022

Notary Public

8-28-22
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ ***day of*** _____ ***2020*** *by* _____ *as* _____ *of* ***BTA Oil Producers, LLC****, a* _____ *corporation on behalf of said corporation.*

Notary Public

My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ ***day of*** _____ ***2020*** *by* _____ *as* _____ *of* ***BEXP I, LP****, a* _____ *corporation on behalf of said corporation.*

Notary Public

My Commission expires

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this _____ day of _____ 2020, by Corey Mitchell, Attorney-in-Fact of Mewbourne Oil Company, a Delaware corporation on behalf of said corporation.

_____
Notary Public

_____
My Commission expires

STATE OF Texas

COUNTY OF Midland

This instrument was acknowledged before me this 24 ***day of*** March ***2020*** *by* Larry Beal Jr. *as* Managing Member *of* ***BTA Oil Producers, LLC****, a* Texas limited liability company *corporation on behalf of said corporation.*

MONA LAGAN
Notary Public, State of Texas
Notary ID 6648700
My Commission Exp. 03-27-2021

Mona Lagan
Notary Public

3/27/21, State of Texas
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2020 *by* _____ *as* _____ *of* ***BEXP I, LP****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

10:0 AM 11 JAN 2021

STATE OF TEXAS)
)ss
COUNTY OF MIDLAND)

This instrument was acknowledged before me this _____ day of _____ 2020, by Corey Mitchell, Attorney-in-Fact of Mewbourne Oil Company, a Delaware corporation on behalf of said corporation.

_____
Notary Public

_____
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2020 *by* _____ *as* _____ *of* ***BTA Oil Producers, LLC****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me this 19th ***day of*** February ***2020*** *by* Keith P. Lilie *as* President & CEO *of* ***BEXP I, LP****, a* _____ *corporation on behalf of said corporation.*

ZACHARY J. PRIVETT
Notary Public, State of Texas
Comm. Expires 10-15-2023
Notary ID 132210748

_____
Notary Public

10-15-2023
My Commission expires

2020 APR 14 AM 8:04

STATE OF Texas

COUNTY OF Midland

This instrument was acknowledged before me this 14 ***day of*** February ***2020*** *by* P. Nick Maxwell *as* CEO *of* ***Alpha Energy Partners, LLC****, a* Texas *corporation on behalf of said corporation.*

JARED MICHAEL FORISHA
Notary Public, State of Texas
Comm. Expires 02-19-2022
Notary ID 131456636

Jared M. Forisha
Notary Public

02-19-2022
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ ***day of*** _____ ***2020*** *by* _____ *as* _____ *of* ***Great Western Drilling LTD****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ ***day of*** _____ ***2020*** *by* _____ *as* _____ *of* ***MCCOMBS EXPLORATION LLC****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

10:8 AM 11 SEP 2020

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2020 by _____ as _____ of Alpha Energy Partners, LLC, a _____ corporation on behalf of said corporation.

_____
Notary Public

_____
My Commission expires

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 28th day of February 2020 by Bruce M. Brady as President of Great Western Drilling LTD, a Texas Limited ~~corporation on behalf of said corporation.~~ partnership, on behalf of said limited partnership.

VONDA L. WALKER
My Notary ID # 3517108
Expires May 5, 2020

Vonda L Walker
Notary Public
5-05-2020
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ 2020 by _____ as _____ of MCCOMBS EXPLORATION LLC, a _____ corporation on behalf of said corporation.

_____
Notary Public

_____
My Commission expires

2020 AUG 14 AM 8:04

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ ***day of*** _____ ***2020*** *by* _____ *as* _____ *of* ***Alpha Energy Partners, LLC****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ ***day of*** _____ ***2020*** *by* _____ *as* _____ *of* ***Great Western Drilling LTD****, a* _____ *corporation on behalf of said corporation.*

_____
Notary Public

_____
My Commission expires

STATE OF Texas

COUNTY OF Bexar

This instrument was acknowledged before me this 20th ***day of*** February ***2020*** *by* Gary V. Woods *as* President *of* ***MCCOMBS EXPLORATION LLC****, a* Texas *corporation on behalf of said corporation.*

JULIE A. CANTU
Notary Public, State of Texas
My Comm. Exp. 07-26-2023
ID No. 2109-6

Julie A Cantu
Notary Public

7-26-23
My Commission expires

2020 APR 14 AM 8:04

STATE OF New Mexico

COUNTY OF Chaves

This instrument was acknowledged before me this 19th ***day of*** February ***2020*** *by* Kenneth Barbe Jr. *as* President *of* ***Axis Energy Corporation****, a* Texas *corporation on behalf of said corporation.*

OFFICIAL SEAL
DEBBI JEFFERS
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 9/22/20

Debbi Jeffers
Notary Public

9/22/20
My Commission expires

2020 AUG 14 PM 9:04

EXHIBIT "A"

Attached to and made a part of that Communitization Agreement dated February 15, 2020 by and between Mewbourne Oil Company and BTA Oil Producers, LLC, et al, covering the W/2E/2 of Section 24 and W/2NE/4 of Section 25, Township 21 South Range 34 East, Lea County, New Mexico.

Operator of Communitized Area:

Company: Mewbourne Oil Company

Description of Leases Committed:
W/2E/2 of Section 24 and W/2NE/4 of Section 25; 240.00 acres, more or less.

Tract No. 1

Lessor:	State of New Mexico
Lessee of Record:	BTA Oil Producers, LLC
Serial No. of Lease:	V-2069
Date of Lease:	November 1, 1986
Description of Lands Committed:	Township 21 South, Range 34 East, N.M.P.M. Section 24: W/2NE/4 Lea County, New Mexico
No. of Acres:	80.00

Tract No. 2

Lessor:	State of New Mexico
Lessee of Record:	Wilson Oil Company
Serial No. of Lease:	B-10792
Date of Lease:	November 10, 1943
Description of Lands Committed:	Township 21 South, Range 34 East, N.M.P.M. Section 25: W/2NE/4 Section 24: W/2SE/4 Lea County, New Mexico
No. of Acres:	160.00

2020 APR 14 PM 2:04

RECAPITULATION

TRACT	NO. OF ACRES COMMITTED	PERCENTAGE OF INTEREST IN COMMUNITIZED AREA
Tract No. 1	**80.00**	**33.33%**
Tract No. 2	**160.00**	**66.67%**
	240.00	**100.00%**

2026-07-15 Ltr to OCD

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FAQs >

Remove ×

Tracking Number:

9414836208551303439037

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Your item has been delivered and is available at a PO Box at 7:28 am on July 22, 2026 in LITTLETON, CO 80122.

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Delivered, PO Box

LITTLETON, CO 80122
July 22, 2026 7:28 AM

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Feedback

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9414836208551303439044

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Your item was delivered to the front desk, reception area, or mail room at 1:09 pm on July 16, 2026 in DALLAS, TX 75219.

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Delivered, Front Desk/Reception/Mail Room

DALLAS, TX 75219
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Tracking Number:

9414836208551303439051

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Latest Update

Your item arrived at our USPS facility in AUSTIN TX DISTRIBUTION CENTER on July 16, 2026 at 8:48 am. The item is currently in transit to the destination.

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On the Way

Arrived at USPS Facility

AUSTIN TX DISTRIBUTION CENTER
July 16, 2026 8:48 AM

Arrived at USPS Facility

AMARILLO TX DISTRIBUTION CENTER
July 14, 2026 8:54 PM

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Tracking Number:

9414836208551303439068

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Latest Update

Your item was delivered to an individual at the address at 10:37 am on July 20, 2026 in HOPKINS, MN 55343.

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Delivered, Left with Individual

HOPKINS, MN 55343
July 20, 2026 10:37 AM

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Product Information

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Tracking Number:

9414836208551303439075

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Latest Update

Your item has been delivered and is available at a PO Box at 8:06 am on August 13, 2026 in ALBUQUERQUE, NM 87103.

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Delivered, PO Box

ALBUQUERQUE, NM 87103
August 13, 2026 8:06 AM

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Product Information

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Tracking Number:

9414836208551303439082

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Latest Update

Your item was delivered to the front desk, reception area, or mail room at 3:37 pm on July 29, 2026 in SAN ANTONIO, TX 78270.

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SAN ANTONIO, TX 78270
July 29, 2026 3:37 PM

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Tracking Number:

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Latest Update

Your item has been delivered and is available at a PO Box at 6:03 am on July 18, 2026 in AUSTIN, TX 78705.

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Delivered, PO Box

AUSTIN, TX 78705
July 18, 2026 6:03 AM

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Product Information

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Tracking Number:

9414836208551303439112

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Latest Update

Your item was picked up at the post office at 10:02 am on July 16, 2026 in ROSWELL, NM 88201.

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Delivered, Individual Picked Up at Post Office

ROSWELL, NM 88201
July 16, 2026 10:02 AM

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Product Information

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Tracking Number:

9414836208551303439105

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Latest Update

Your item was delivered to an individual at the address at 2:24 pm on July 16, 2026 in DALLAS, TX 75225.

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Delivered, Left with Individual

DALLAS, TX 75225
July 16, 2026 2:24 PM

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Product Information

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Tracking Number:

9414836208551303439129

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Latest Update

Your item was returned to the sender on August 4, 2026 at 3:46 pm in MIDLAND, TX 79701 because the forwarding order for this address is no longer valid.

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Alert

Forward Expired

MIDLAND, TX 79701
August 4, 2026 3:46 PM

Out for Delivery

MIDLAND, TX 79701
August 4, 2026 10:42 AM

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Tracking Number:

9414836208551303439136

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Latest Update

Your item was picked up at the post office at 1:28 pm on August 4, 2026 in EAGLE PASS, TX 78852.

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Delivered, Individual Picked Up at Post Office

EAGLE PASS, TX 78852
August 4, 2026 1:28 PM

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Tracking Number:

9414836208551303439150

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Latest Update

Your item has been delivered and is available at a PO Box at 8:06 am on August 13, 2026 in ALBUQUERQUE, NM 87103.

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USPS Tracking Plus®

Delivered

Delivered, PO Box

ALBUQUERQUE, NM 87103
August 13, 2026 8:06 AM

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USPS Tracking Plus®

Product Information

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Remove

Tracking Number:

9414836208551303439143

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Latest Update

Your item was delivered to the front desk, reception area, or mail room at 11:54 am on July 28, 2026 in DALLAS, TX 75201.

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Delivered, Front Desk/Reception/Mail Room

DALLAS, TX 75201
July 28, 2026 11:54 AM

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Product Information

See Less

Remove

Tracking Number:

9414836208551303439167

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Latest Update

Your item has been delivered and is available at a PO Box at 11:59 am on July 21, 2026 in KERRVILLE, TX 78028.

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Delivered, PO Box
KERRVILLE, TX 78028
July 21, 2026 11:59 AM

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Product Information

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Tracking Number:

9414836208551303439174

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Latest Update

Your item was picked up at the post office at 1:26 pm on July 17, 2026 in SANTA FE, NM 87501.

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Delivered, Individual Picked Up at Post Office
SANTA FE, NM 87501
July 17, 2026 1:26 PM

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Tracking Number:

9414836208551303439204

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Latest Update

Your item was picked up at the post office at 4:43 pm on July 16, 2026 in ALBUQUERQUE, NM 87111.

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ALBUQUERQUE, NM 87111
July 16, 2026 4:43 PM

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Tracking Number:

9414836208551303439181

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Latest Update

Your item was picked up at the post office at 12:26 pm on July 20, 2026 in EDMOND, OK 73034.

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Delivered, Individual Picked Up at Post Office

EDMOND, OK 73034
July 20, 2026 12:26 PM

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Tracking Number:

9414836208551303439211

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Latest Update

Your item was picked up at a postal facility at 10:16 am on July 21, 2026 in MIDLAND, TX 79705.

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Delivered, Individual Picked Up at Postal Facility

MIDLAND, TX 79705
July 21, 2026 10:16 AM

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Tracking Number:

9414836208551303439228

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Latest Update

Your item was picked up at the post office at 2:06 pm on July 20, 2026 in BOULDER, CO 80305.

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Delivered

Delivered, Individual Picked Up at Post Office

BOULDER, CO 80305
July 20, 2026 2:06 PM

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Product Information

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FAQs

From: Drew Renner
To: Clelland, Sarah, EMNRD
Subject: [EXTERNAL] Re: Action ID 604373 CTB-1266
Date: Monday, September 21, 2026 10:29:47 AM
Attachments: image.png
DOLLY VARDEN 25-24 B2ED ST COM 1H BATTERY - Complete Commingle Packet.pdf

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

Good morning Sarah,

I reviewed your comments on the app below and would like to provide clarification.

The CTB in this proposal is in the SWNW of section 25. I believe the discrepancy was just a spelling error. I also looked up CTB-1163, and this is for a separate Dolly Varden / Steelhead facility which is located in the SWNW of section 36.

Attached is the corrected packet.

Thanks,

Drew Renner
Petroleum Engineer
Office: (575) 393-5905 ext. 5138
Cell: (505) 290-9792
Email: drenner@mewbourne.com

MEWBOURNE
OIL COMPANY

From: Clelland, Sarah, EMNRD <Sarah.Clelland@emnrd.nm.gov>
Sent: Thursday, September 17, 2026 3:53 PM
To: Drew Renner <drenner@mewbourne.com>
Subject: Action ID 604373 CTB-1266

To whom it may concern (c/o Drew Renner for Mewbourne Oil Company),

The Division is reviewing the following application:

Action ID	**604373**

Admin No.	CTB-1266
Applicant	Mewbourne Oil Company
Title	Dolly Varden 25/24 CTB
Sub. Date	07/13/2026

Please provide the following additional supplemental documents:

-

Please provide additional information regarding the following:

- Please verify where CTB is located. Letter says SWNE, Summary says SWNW. If it is SWNW, is this additional wells to CTB-1163, or are they 2 separate facilities?

Additional notes:

-

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

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

COMMENT

Approval from Division is required prior to conducting work which modifies the well design.

Please contact the Environmental Bureau at OCD.Enviro@emnrd.nm.gov for instructions regarding the submittal process for applications of this type.

Thanks,

Sarah Clelland

Petroleum Specialist
State of New Mexico
Energy, Minerals, and Natural Resources Department
Oil Conservation Division
Cell: (505) 537-0627
Sarah.Clelland@emnrd.nm.gov

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

APPLICATION FOR SURFACE COMMINGLING SUBMITTED BY MEWBOURNE OIL COMPANY **ORDER NO. CTB-1266**

ORDER

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

FINDINGS OF FACT

1. Mewbourne Oil Company ("Applicant") submitted a complete application to surface commingle the oil and gas production from the pools and leases described in Exhibit A ("Application").
2. Applicant included a complete list of the wells currently dedicated to each pool and lease.
3. Applicant proposed a method to allocate the oil and gas production to the pools, leases, and wells to be commingled.
4. Applicant in the notice for the Application stated that it sought authorization to prospectively include additional pools and leases in accordance with 19.15.12.10(C)(4)(g) NMAC.
5. Applicant stated that it sought authorization to surface commingle and off-lease measure, as applicable, oil and gas production from wells which have not yet been approved to be drilled, but will produce from a pool and lease as described in Exhibit A.
6. Applicant provided notice of the Application to all persons owning an interest in the oil and gas production to be commingled, including the owners of royalty and overriding royalty interests, regardless of whether they have a right or option to take their interests in kind, and those persons either submitted a written waiver or did not file an objection to the Application.
7. Applicant provided notice of the Application to the Bureau of Land Management ("BLM") or New Mexico State Land Office ("NMSLO"), as applicable.

CONCLUSIONS OF LAW

8. OCD has jurisdiction to issue this Order pursuant to the Oil and Gas Act, NMSA 1978, §§ 70-2-6, 70-2-11, 70-2-12, 70-2-16, and 70-2-17, 19.15.12. NMAC, and 19.15.23. NMAC.
9. Applicant satisfied the notice requirements for the Application in accordance with 19.15.12.10(A)(2) NMAC, 19.15.12.10(C)(4)(c) NMAC, and 19.15.12.10(C)(4)(e) NMAC, as applicable.

Released to Imaging: 10/1/2026 9:19:15 AM

10. Applicant satisfied the notice requirements for the Application in accordance with 19.15.23.9(A)(5) NMAC and 19.15.23.9(A)(6) NMAC, as applicable.

11. Applicant's proposed method of allocation, as modified herein, complies with 19.15.12.10(B)(1) NMAC or 19.15.12.10(C)(1) NMAC, as applicable.

12. Commingling of oil and gas production from state, federal, or tribal leases shall not commence until approved by the BLM or NMSLO, as applicable, in accordance with 19.15.12.10(B)(3) NMAC and 19.15.12.10(C)(4)(h) NMAC.

13. Applicant satisfied the notice requirements for the subsequent addition of pools, leases, and wells in the notice for the Application, in accordance with 19.15.12.10(C)(4)(g) NMAC. Subsequent additions of pools, leases, and wells within Applicant's defined parameters, as modified herein, will not, in reasonable probability, reduce the commingled production's value or otherwise adversely affect the interest owners in the production to be added.

14. By granting the Application with the conditions specified below, this Order prevents waste and protects correlative rights, public health, and the environment.

ORDER

1. Applicant is authorized to surface commingle oil and gas production from the pools and leases as described in Exhibit A.

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

   Applicant is authorized to store and measure oil and gas production off-lease, as applicable, from the pools and leases as described in Exhibit A at a central tank battery or gas title transfer meter described in Exhibit A.

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

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

2. The allocation of oil and gas production to wells not included in Exhibit A but that produce from a pool and lease as described in Exhibit A shall be determined in the same manner as to wells identified in Exhibit A that produce from that pool and lease, provided that if more than one allocation method is being used or if there are no wells identified in Exhibit A that produce from the pool and lease, then allocation of oil and gas production to each well not included in Exhibit A shall be determined by OCD prior to commingling production from it with the production from another well.

3. The oil and gas production for each well identified in Exhibit A shall be separated and metered prior to commingling it with production from another well.

4. If Applicant recovers oil or gas production from produced water prior to Applicant injecting it or transferring custody of it, then that production shall be allocated to each well in the proportion that it contributed to the total produced water.

5. If Applicant recovers gas production using a vapor recovery unit (VRU), then that gas production shall be allocated to each well in the proportion that it contributed to the total oil production.

6. Applicant shall measure and market the commingled oil at a central tank battery described in Exhibit A in accordance with this Order and 19.15.18.15 NMAC or 19.15.23.8 NMAC.

7. Applicant shall measure and market the commingled gas at a well pad, central delivery point, central tank battery, or gas title transfer meter described in Exhibit A in accordance with this Order and 19.15.19.9 NMAC, provided however that if the gas is vented or flared, and regardless of the reason or authorization pursuant to 19.15.28.8(B) NMAC for such venting or flaring, Applicant shall measure or estimate the gas in accordance with 19.15.28.8(E) NMAC.

8. Applicant shall calibrate the meters used to measure or allocate oil and gas production in accordance with 19.15.12.10(C)(2) NMAC.

9. Applicant shall install and utilize vessels that are appropriately designed to ensure sufficient separation of the fluids and to accurately measure oil and gas production.

10. If the commingling of oil and gas production from any pool, lease, or well reduces the value of the commingled oil and gas production to less than if it had remained segregated, no later than sixty (60) days after the decrease in value has occurred Applicant shall submit a new surface commingling application to OCD to amend this Order to remove the pool, lease, or well whose oil and gas production caused the decrease in value. If Applicant fails to submit a new application, this Order shall terminate on the following day, and if OCD denies the application, this Order shall terminate on the date of such action.

11. Applicant may submit an application to amend this Order to add pools, leases, and subsequently drilled wells with spacing units adjacent to or within the tracts commingled by this Order by submitting a Form C-107-B in accordance with 19.15.12.10(C)(4)(g) NMAC, provided the pools, leases, and subsequently drilled wells are within the identified parameters included in the Application.

12. If a well is not included in Exhibit A but produces from a pool and lease as described in Exhibit A, then Applicant shall submit Forms C-102 and C-103 to the OCD Engineering Bureau after the well has been approved to be drilled and prior to off-lease measuring or commingling oil or gas production from it with the production from another well. The Form

C-103 shall reference this Order and identify the well, proposed method to determine the allocation of oil and gas production to it, and the location(s) that commingling of its production will occur.

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

14. If OCD determines that Applicant has failed to comply with any provision of this Order, OCD may take any action authorized by the Oil and Gas Act or the New Mexico Administrative Code (NMAC).

15. OCD retains jurisdiction of this matter and reserves the right to modify or revoke this Order as it deems necessary.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

Albert Chang

DATE: 9-25-26

ALBERT C. S. CHANG
DIRECTOR

State of New Mexico
Energy, Minerals and Natural Resources Department

Exhibit A

Order: CTB-1266
Operator: Mewbourne Oil Company (14744)
Central Tank Battery: Dolly Varden 25/24 Central Tank Battery
Central Tank Battery Location: UL E, Section 25, Township 21 South, Range 34 East
Gas Title Transfer Meter Location: UL E, Section 25, Township 21 South, Range 34 East

Pools

Pool Name	Pool Code
GRAMA RIDGE;BONE SPRING, NE	28435

Leases as defined in 19.15.12.7(C) NMAC

Lease	UL or Q/Q	S-T-R
CA Bone Spring SLO 203994 PUN 1379077	W2W2 W2NW	24-21S-34E 25-21S-34E
CA Bone Spring SLO 203994 PUN 1379102	W2W2 W2NW	24-21S-34E 25-21S-34E
CA Bone Spring SLO 204146 PUN 1386561	E2W2 E2NW	24-21S-34E 25-21S-34E
CA Bone Spring SLO 204147 PUN 1386559	W2E2 E2NE	24-21S-34E 25-21S-34E

Wells

Well API	Well Name	UL or Q/Q	S-T-R	Pool
30-025-45401	DOLLY VARDEN 25 24 B2FC STATE COM #001H	E2W2 E2NW	24-21S-34E 25-21S-34E	28435
30-025-45402	DOLLY VARDEN 25 24 B2GB STATE COM #001H	W2E2 W2NE	24-21S-34E 25-21S-34E	28435
30-025-45403	DOLLY VARDEN 25 24 B1ED STATE COM #002H	W2W2 W2NW	24-21S-34E 25-21S-34E	28435
30-025-45400	DOLLY VARDEN 25 24 B2ED STATE COM #001H	W2W2 W2NW	24-21S-34E 25-21S-34E	28435

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

General Information
Phone: (505) 629-6116

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

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

CONDITIONS

Operator: MEWBOURNE OIL CO P.O. Box 5270 Hobbs, NM 88240	OGRID: 14744
	Action Number: 604373
	Action Type: [C-107] Surface Commingle or Off-Lease (C-107B)

CONDITIONS

Created By	Condition	Condition Date
sarah.clelland	Please review the content of the order to ensure you are familiar with the authorities granted and any conditions of approval. If you have any questions regarding this matter, please email us at OCD.Engineer@emnrd.nm.gov.	10/1/2026