

**CASE NO. 23359**

**APPLICATION OF DAKOTA RESOURCES, INC. FOR APPROVAL  
OF A UNIT AGREEMENT,  
EDDY COUNTY, NEW MEXICO**

**EXHIBIT LIST**

1. Application and Proposed Notice
2. Landman's Affidavit
3. Geologist's Affidavit

**BEFORE THE NEW MEXICO OIL CONSERVATION DIVISION**

**APPLICATION OF DAKOTA RESOURCES, INC.  
FOR APPROVAL OF A UNIT AGREEMENT,  
EDDY COUNTY, NEW MEXICO.**

Case No. 23359

**APPLICATION**

Dakota Resources, Inc. applies for an order approving the Unit Agreement for the proposed Baldrige State Unit Area, and in support thereof, states:

1. Applicant owns working interests in the proposed Baldrige State Unit Area, an exploratory unit comprising 1,598.72 acres of State lands in Eddy County, New Mexico, described as follows:

- Township 24 South, Range 25 East, N.M.P.M.
- Section 16: S/2
- Section 17: All
- Section 18: Lots 1-4, E/2, and E/2W/2 (All)

2. Applicant is seeking preliminary approval of the Unit Agreement from the Commissioner of Public Lands.

3. Approval of this application will prevent waste, protect correlative rights, and conserve natural resources.

**WHEREFORE**, applicant requests that, after hearing, the Division enter its order approving the relief requested herein.

EXHIBIT 1

Respectfully submitted,  
James Bruce  
James Bruce  
Post Office Box 1056  
Santa Fe, New Mexico 87504  
(505) 982-2043

Attorney for Dakota Resources, Inc.

***Application of Dakota Resources, Inc. for approval of a unit agreement, Eddy County, New Mexico:*** Applicant seeks approval of the Unit Agreement for the Baldrige State Unit Area, comprising 1,598.72 acres of State lands comprising all or portions of Sections 16, 17, and 18, Township 24 South, Range 25 East, NMPM. The proposed unit area is centered approximately 4 miles northwest of Whites City, New Mexico.

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

**IN THE MATTER OF THE HEARING CALLED  
BY THE OIL CONSERVATION DIVISION FOR  
THE PURPOSE OF CONSIDERING:**

**APPLICATION OF DAKOTA RESOURCES, INC.  
FOR APPROVAL OF A UNIT AGREEMENT,  
EDDY COUNTY, NEW MEXICO.**

**Case No. 23359**

**SELF-AFFIRMED STATEMENT OF MARK W. HOFFMAN**

Mark W. Hoffman deposes and states:

1. I am a landman for Petro-Quest Oil & Gas, LP (“Petro-Quest”), and have personal knowledge of the matters stated herein. I have not been qualified by the Division as an expert petroleum landman. My educational and employment background is as follows:

Education:

Bachelor of Science degree in Chemical Engineering, University of Houston 1980

Work Experience:

Tenneco Oil Company 1980-1988  
Petro-Quest Oil & Gas 1988-2023

Land Experience:

Worked as Petro-Quest Oil & Gas Landman from 1992-2023. Experience includes courthouse record checks, land contract preparation and review, division orders, and all other land functions associated with an independent oil & gas producer.

Professional Associations:

American Association of Petroleum Landmen  
Permian Basin Landman’s Association

2. The purpose of this application is to obtain approval of the proposed Baldrige State BS/WC Unit Area, an exploratory unit comprising 1,598.72 acres of State lands in Eddy County, New Mexico, described as follows:

EXHIBIT

2

Township 24 South, Range 25 East, N.M.P.M.

Section 16: S/2

Section 17: All

Section 18: Lots 1-4, E/2, and E/2W/2 (All)

The primary zones to be developed are the Bone Spring and Wolfcamp formations.

3. Petro-Quest and Dakota Resources, Inc. ("Dakota") are working together to form the Unit Area.

4. Attachment A is the request for preliminary approval of the Unit Agreement submitted to the State Land Office. It contains the proposed Unit Agreement, which is on the form required by the State Land Office. A plat outlining the Unit Area is Exhibit "A" attached thereto. Tract participation is based solely on acreage, which is what the State Land Office requires.

5. There is no proposed Operating Agreement for the Unit Area, because Dakota owns 100% of the working interest.

6. Attachment B is the C-102 for the initial unit well.

7. Applicant has obtained final approval of the Unit Agreement from the Commissioner of Public Lands. Attachment C. It is conditioned on approval of this application by the Division.


8. The attachments to this affidavit were prepared by me or under my supervision, or compiled from company business records.

9. The granting of this application is in the interests of conservation and the prevention of waste.

10. Applicant has leases in the proposed Unit Area on May 1, 2023, and so it requests Division approval before then so that the Unit Agreement will be effective before that date.

I understand that this Self-Affirmed Statement will be used as written testimony in this case. I affirm that my testimony in paragraphs 1 through 10 above is true and correct and is made under penalty of perjury under the laws of the State of New Mexico. My testimony is made as of the date handwritten next to my signature below.

Date: 2/22/2023

  
Mark W. Hoffmann

4519 Santa Rosa Drive  
Midland, Texas 79707  
(432) 697-3420-Phone  
(432) 697-3400-Fax

.....  
**Dakota Resources, Inc.**

February 15, 2023

Stephanie Garcia Richard  
Oil, Gas and Minerals Division  
Commissioner of Public Lands  
ATTN: Scott Dawson  
310 Old Santa Fe Trail  
Santa Fe, New Mexico 87501

Dear Commissioner Garcia Richard:

Dakota Resources, Inc. ("Dakota") requests final approval of its proposed Baldrige State BS/WC Unit. Enclosed is a proposed Unit Agreement, with Exhibits A, B, and C attached. The unit area is comprised of state lands. Dakota is enclosing a \$300.00 filing fee for the Unit Agreement.

Dakota believes that:

1. The agreement will tend to promote the conservation of oil and gas and better utilization of reservoir energy.
2. Under unit operations the State of New Mexico will receive its fair share of recoverable oil and gas in place under its lands in the proposed unit.
3. Each beneficiary institution of the State of New Mexico will receive its fair and equitable share of recoverable oil and gas under its lands within the unit area.
4. The unit agreement is in other respects in the best interest of the trust lands.

The above statements are supported by the enclosed is a technical write-up (with geologic exhibits). The proposed unit will allow (a) orderly development of the reservoir, (b) minimize drilling and operating costs, thus maximizing revenue to all interest owners, and (c) minimize surface facilities and infrastructure, thus reducing use of the surface estate.

Please call me if you need any additional information.

Very truly yours,

DAKOTA RESOURCES, INC.

*Chris Morphey*  
Chris Morphey, President

ATTACHMENT *A*

ONLINE VERSION

STATE/FEE  
EXPLORATORY UNIT

UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION  
OF THE

Baldrige State BS/WC

UNIT AREA

Eddy

County(ies),

NEW MEXICO



ONLINE VERSION

STATE/FEE  
EXPLORATORY UNITS  
Revised February 12, 2004

UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION  
OF THE

Baldrige State BS/WC

UNIT AREA

Eddy

COUNTY(IES), NEW MEXICO

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- EXHIBIT \_\_\_\_\_

ONLINE VERSION

STATE/FEE  
EXPLORATORY UNITS  
Revised February 12, 2004

UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION OF THE  
Baldridge State BS/WC

UNIT AREA

Eddy

COUNTY(IES), NEW MEXICO

THIS AGREEMENT, entered into as of the 17th day of February 20 23, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as the "parties hereto";

WITNESSETH:

WHEREAS, the parties hereto are the owners of working, royalty, or other oil or gas interests in the unit area subject to this agreement; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 3, Chap. 88, Laws 1943) as amended by Sec. 1 of Chapter 162, Laws of 1951, (Chap. 19, Art. 10, Sec. 45, N.M. Statutes 1978 Annotated), to consent to and approve the development or operation of State Lands under agreements made by lessees of State Land jointly or severally with other lessees where such agreements provide for the unit operation or development of part or all of any oil or gas pool, field, or area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 1, Chap. 162), (Laws of 1951, Chap. 19, Art. 10, Sec. 47, N.M. Statutes 1978 Annotated) to amend with the approval of lessee, evidenced by the lessee's execution of such agreement or otherwise, any oil and gas lease embracing State Lands so that the length of the term of said lease may coincide with the term of such agreements for the unit operation and development of part or all of any oil or gas pool, field, or area; and

WHEREAS, the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico (hereinafter referred to as the "Division"), is authorized by an Act of the Legislature (Chap. 72, Laws 1935, as amended, being Section 70-2-1 et seq. N. M. Statutes Annotated, 1978 Compilation) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the Baldridge State BS/WC Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below defined unit area, and agree severally among themselves as follows:

1. **UNIT AREA:** The following described land is hereby designated and recognized as constituting the unit area: **[Attach another page if you need more space.]**

Township 24S, Range 25E, N.M.P.M.

Section 16 Subdivisions: S/2

Section 17 Subdivisions: ALL

Section 18 Subdivisions: Lots 1-4, E/2, E/2W/2 (ALL)

Section Subdivisions:

Containing 1,598.72 total acres, more or less, in County(ies) Eddy New Mexico

Exhibit "A" attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the unit operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the unit operator the acreage, percentage and kind of ownership of oil and gas interests in all lands in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown on said map or schedule as owned by such party. Exhibit "A" and "B" shall be revised by the unit operator whenever changes in ownership in the unit area render such revisions necessary or when requested by the Commissioner of Public Lands, hereinafter referred to as "Commissioner" or the Oil Conservation Division, hereinafter referred to as the "Division".

All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement".

2. **UNITIZED SUBSTANCES:** All oil, gas, natural gasoline, and associated fluid hydrocarbons in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

3. **UNIT OPERATOR:** Dakota Resources, Inc.

whose address is 4519 Santa Rosa Drive, Midland, TX 79707 is hereby designated as unit operator and by signature hereto commits to this agreement all interest in unitized substances vested in it as set forth in Exhibit "B", and agrees and consents to

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

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

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

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

5. **SUCCESSOR UNIT OPERATOR:** Whenever the unit operator shall resign as unit operator or shall be removed as hereinabove provided, the owners of the working interests according to their respective acreage interests in all unitized land shall by a majority vote select a successor unit operator; provided that, if a majority but less than seventy-five percent (75%) of the working interests qualified to vote is owned by one party to this agreement, a concurring vote of sufficient additional parties, so as to constitute in the aggregate not less than seventy-five percent (75%) of the total working interests, shall be required to select a new operator. Such selection shall not become effective until (a) a unit operator so selected shall accept in writing the duties and responsibilities of unit operator, and (b) the selection shall have been approved by the Commissioner. If no successor unit operator is selected and qualified as herein provided, the Commissioner at his election, with notice to the Division, may declare this unit agreement terminated.

6. **ACCOUNTING PROVISIONS:** The unit operator shall pay in the first instance all costs and expenses incurred in conducting unit operations hereunder, and such costs and expenses and the working interest benefits accruing hereunder shall be apportioned among the owners of the unitized working interests in accordance with an operating agreement entered into by and between the unit operator and the owners of such interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the unit operator as provided in this section, whether one or more, are herein referred to as the "Operating Agreement". No such agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the unit operator of any right or obligation established under this unit agreement and in case of any inconsistencies or conflict between this unit agreement and the operating agreement, this unit agreement shall prevail.

7. **RIGHTS AND OBLIGATIONS OF UNIT OPERATOR:** Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating and distributing the unitized substances are hereby delegated to and shall be exercised by the unit operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said unit operator and, together with this agreement, shall constitute and define the rights, privileges and obligations of unit operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the unit operator, in its capacity as unit operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

8. **DRILLING TO DISCOVERY:** The unit operator shall, within sixty (60) days after the effective date of this agreement, commence operations upon an adequate test well for oil and gas upon some part of the lands embraced within the unit area and shall drill said well with due diligence to a depth sufficient to attain the top of the Wolfcamp formation or to such a depth as unitized substances shall be discovered in paying quantities at a lesser depth or until it shall, in the opinion of unit operator, be determined that the further drilling of said well shall be unwarranted or impracticable; provided, however, that unit operator shall not, in any event, be required to drill said well to a depth in excess of 9,100 feet. Until a discovery of a deposit of unitized substances capable of being produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling and producing operations with a reasonable profit) unit operator shall continue drilling diligently, one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the Commissioner or until it is reasonably proven to the satisfaction of the unit operator that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder.

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

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

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

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

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

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

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

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

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

**11. ALLOCATION OF PRODUCTION:** All unitized substances produced from each tract in the unitized area established under this agreement, except any part thereof used for production or development purposes hereunder, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of the unitized land, and for the purpose of determining any benefits that accrue on an acreage basis, each such tract shall have allocated to it such percentage of said production as its area bears to the entire unitized area. It is hereby agreed that production of unitized substances from the unitized area shall be allocated as provided herein, regardless of whether any wells are drilled on any particular tracts of said unitized area.

**12. PAYMENT OF RENTALS, ROYALTIES AND OVERRIDING ROYALTIES:** The respective lease owners in accordance with the terms of their leases shall pay all rentals due to the State of New Mexico.

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

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

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

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

**13. LEASES AND CONTRACTS CONFORMED AND EXTENDED INsofar AS THEY APPLY TO LANDS WITHIN THE UNITIZED AREA:** The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling development or operation for oil or gas of the lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extent necessary to make the same conform to the provisions hereof and so that the respective terms of said leases and agreements will be extended insofar as necessary to coincide with the terms of this agreement and the approval of this agreement by the Commissioner and the respective lessors and lessees shall be effective to conform the provisions and extend the terms of each such lease as to lands within the unitized area to the provisions and terms of this agreement; but otherwise to remain in full force and effect. Each lease committed to this agreement, insofar as it applies to lands within the unitized area, shall continue in force beyond the term provided therein as long as this agreement remains in effect, provided, drilling operations upon the initial test well provided for herein shall have been commenced or said well is in the process of being drilled by the unit operator prior to the expiration of the shortest term lease committed to this agreement. Termination of this agreement shall not affect any lease which pursuant to the terms thereof or any applicable laws would continue in full force and effect thereafter. The commencement, completion, continued operation or production on each of the leasehold interests committed to this agreement and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each leasehold interest committed hereto and there shall be no obligation on the part of the unit operator or any of the owners of the respective leasehold interests committed hereto to drill offset to wells as between the leasehold interests committed to this agreement, except as provided in Section 9 hereof.

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

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

14. **CONSERVATION:** Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State laws or regulations.

15. **DRAINAGE:** In the event a well or wells producing oil or gas in paying quantities should be brought in on land adjacent to the unit area draining unitized substances from the lands embraced therein, unit operator shall drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

16. **COVENANTS RUN WITH LAND:** The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder to the grantee, transferee or other successor in interest. No assignment or transfer or any working, royalty, or other interest subject hereto shall be binding upon unit operator until the first day of the calendar month after the unit operator is furnished with the original, photo static, or certified copy of the instrument of transfer.

17. **EFFECTIVE DATE AND TERM:** This agreement shall become effective upon approval by the Commissioner and the Division and shall terminate in five (5) years after such date unless (a) such date of expiration is extended by the Commissioner, or (b) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof in which case this agreement shall remain in effect so long as unitized substances are being produced in paying quantities from the unitized land and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered are being produced as aforesaid. This agreement may be terminated at any time by not less than seventy-five percent (75%) on an acreage basis of the owners of the working interests, signatory hereto, with the approval of the Commissioner and with notice to the Division. Likewise, the failure to comply with the drilling requirements of Section 8 hereof, may subject this agreement to termination as provided in said section.

18. **RATE OF PRODUCTION:** All production and the disposal thereof shall be in conformity with allocations, allotments, and quotas made or fixed by the Division, and in conformity with all applicable laws and lawful regulations.

19. **APPEARANCES:** Unit operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby, before the Commissioner of Public Lands and the Division, and to appeal from orders issued under the regulations of the Commissioner or Division, or to apply for relief from any of said regulations or in any proceedings on its own behalf relative to operations pending before the Commissioner or Division; provided, however, that any other interest party shall also have the right at his own expense to appear and to participate in any such proceedings.

20. **NOTICES:** All notices, demands, or statements required hereunder to be given or rendered to the parties hereto, shall be deemed fully given, if given in writing and sent by postpaid registered mail, addressed to such party or parties at their respective addresses, set forth in connection with the signatures hereto or to the ratification or consent hereof, or to such other address as any such party may have furnished in writing to party sending the notice, demand, or statement.

21. **LOSS OF TITLE:** In the event title to any tract of unitized land or substantial interest therein shall fail, and the true owner cannot be induced to join the unit agreement so that such tract is not committed to this agreement, or the operation thereof hereunder becomes impracticable as a result thereof, such tract may be eliminated from the unitized area, and the interest of the parties readjusted as a result of such tract being eliminated from the unitized area. In the event of a dispute as to the title to any royalty, working, or other interest subject hereto, the unit operator may withhold payment or delivery of the allocated portion of the unitized substances involved on account thereof, without liability for interest until the dispute is finally settled, provided that no payments of funds due the State of New Mexico shall be withheld. Unit Operator, as such, is relieved from any responsibility for any defect or failure of any title hereunder.

22. **SUBSEQUENT JOINDER:** Any oil or gas interest in lands within the unit area not committed hereto, prior to the submission of the agreement for final approval by the Commissioner and the Division, may be committed hereto by the owner or owners of such rights, subscribing or consenting to this agreement, or executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the operating agreement providing for the allocation of costs of exploration, development, and operation. A subsequent joinder shall be effective as of the first day of the month following the approval by the Commissioner and the filing with the Division of duly executed counterparts of the instrument or instruments committing the interest of such owner to this agreement, but such joining party or parties, before participating in any benefits hereunder, shall be required to assume and pay to unit operator, their proportionate share of the unit expenses incurred prior to such party's or parties joinder in the unit agreement, and the unit operator shall make appropriate adjustments caused by such joinder, without any retroactive adjustment of revenue.

23. **COUNTERPARTS:** This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument in writing specifically referring hereto, and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above described unit area.

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

[Note – Signature pages follow.]

UNIT OPERATOR AND WORKING INTEREST OWNER

BUSINESS ENTITY Dakota Resources, Inc.  
Address 4519 Santa Rosa Drive, Midland, TX 79707

By Chris Morpheus  
SIGNATURE OF OFFICER  
Date of Execution 2/14/23

STATE OF TEXAS )  
COUNTY OF MIDLAND ) ss.

**Acknowledgment in an Individual Capacity**

This instrument was acknowledged before me on \_\_\_\_\_ Date

by \_\_\_\_\_  
Name(s) of Person(s)

(Seal)

Signature of Notarial Officer

My commission expires: \_\_\_\_\_

**Acknowledgment in a Representative Capacity**

This instrument was acknowledged before me on February 14 2023 Date

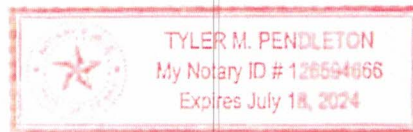
by CHRIS MORPHEW  
Name(s) of Person(s)

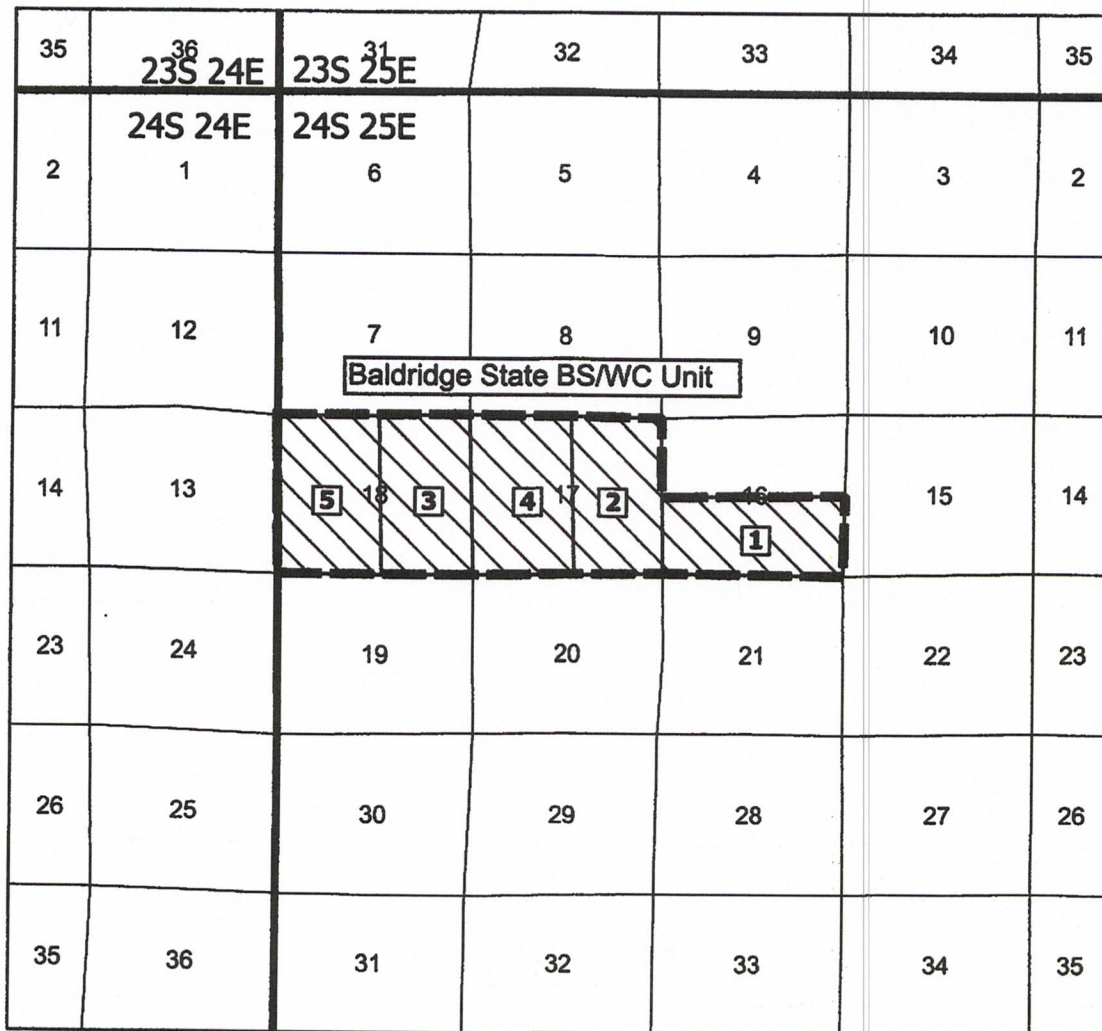
as PRESIDENT of DAKOTA RESOURCES, INC.  
Type of authority, e.g., officer, trustee, etc Name of party on behalf of whom instrument was executed

(Seal)

Tyler M Pendleton  
Signature of Notarial Officer

My commission expires: 7-18-2024






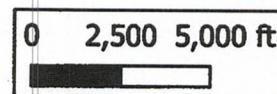


# Exhibit "A"

## Baldridge State BS/WC Unit Eddy County, New Mexico

Operator:  
Dakota Resources, Inc.

-  Baldridge State BS/WC Unit
-  State Lands: 1,598.72 Acres - 100%
-  Tract Number



1:44414  
WGS 84

**Exhibit "B"**  
**SCHEDULE OF OWNERSHIP**  
**BALDRIDGE STATE BS/WC UNIT**

TRACT NUMBER	DESCRIPTION OF LANDS	ACRES	LESSOR, SERIAL NUMBER AND EXPIRATION DATE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
1	T24S-R25E, N1/4 Section 16 S/2	320.00	STATE OF NEW MEXICO VC-0367 5/1/2023	20.00%	Dakota Resources, Inc.	Michael C. Steppe 0.50% Jeremy Kelley 0.50% Matthew L. Hoffmann 0.50% Hoffmann Partnership, LTD 0.50%	Dakota Resources, Inc. 100.00%
2	T24S-R25E, N1/4 Section 17 E/2	320.00	STATE OF NEW MEXICO VC-0368 5/1/2023	20.00%	Dakota Resources, Inc.	Michael C. Steppe 0.50% Jeremy Kelley 0.50% Matthew L. Hoffmann 0.50% Hoffmann Partnership, LTD 0.50%	Dakota Resources, Inc. 100.00%
3	T24S-R25E, N1/4 Section 18 E/2	320.00	STATE OF NEW MEXICO VC-0369 5/1/2023	20.00%	Dakota Resources, Inc.		Dakota Resources, Inc. 100.00%
4	T24S-R25E, N1/4 Section 17 W/2	320.00	STATE OF NEW MEXICO VC-0371 5/1/2023	20.00%	Dakota Resources, Inc.	Michael C. Steppe 0.50% Jeremy Kelley 0.50% Matthew L. Hoffmann 0.50% Hoffmann Partnership, LTD 0.50%	Dakota Resources, Inc. 100.00%
5	T24S-R25E, N1/4 Section 18 Lots 1-4, E/2, and E/2W/2 (All)	318.72	STATE OF NEW MEXICO VC-0372 5/1/2023	20.00%	Dakota Resources, Inc.	Michael C. Steppe 0.50% Jeremy Kelley 0.50% Matthew L. Hoffmann 0.50% Hoffmann Partnership, LTD 0.50%	Dakota Resources, Inc. 100.00%



**Exhibit "C"**  
**SCHEDULE OF TRACT PARTICIPATION**  
**BALDRIDGE STATE BS/WC UNIT**

<b>TRACT NUMBER</b>	<b>UNIT PARTICIPATION PERCENTAGE</b>
1	20.016%
2	20.016%
3	20.016%
4	20.016%
5	19.936%
	<hr/>
	100.000%

## Geologic Write Up for Baldrige State BS/WC Unit Proposal

Dakota Resources, Inc is formally requesting the formation of an exploratory unit that comprises all or part of Sections 16, 17, and 18 in T24S; R25E in Eddy County, New Mexico.

The exploratory unit is proposed to cover the Bone Springs and Wolfcamp Formations, corresponding to the interval identified between the logged depths of 5,400 feet and 10,161 feet in the Composite Dual Induction, Dual Laterolog well log formulated by Schlumberger on the Lamb Chop 17 State Com #1 well (API: 3001526613), located in Section 17, Township 24 South, Range 25 East, Eddy County, NM.

The stratigraphic thicknesses of both the Bone Springs and the Wolfcamp formations, as defined above, are very consistent across the acreage proposed for unitization. The Bone Springs formation is lithologically composed primarily of alternating carbonate and sandstone units deposited during the Permian. The Wolfcamp formation is lithologically composed of alternating sequences of shallow water carbonate and sandstone units along with deeper water shales that were deposited during the Permian.

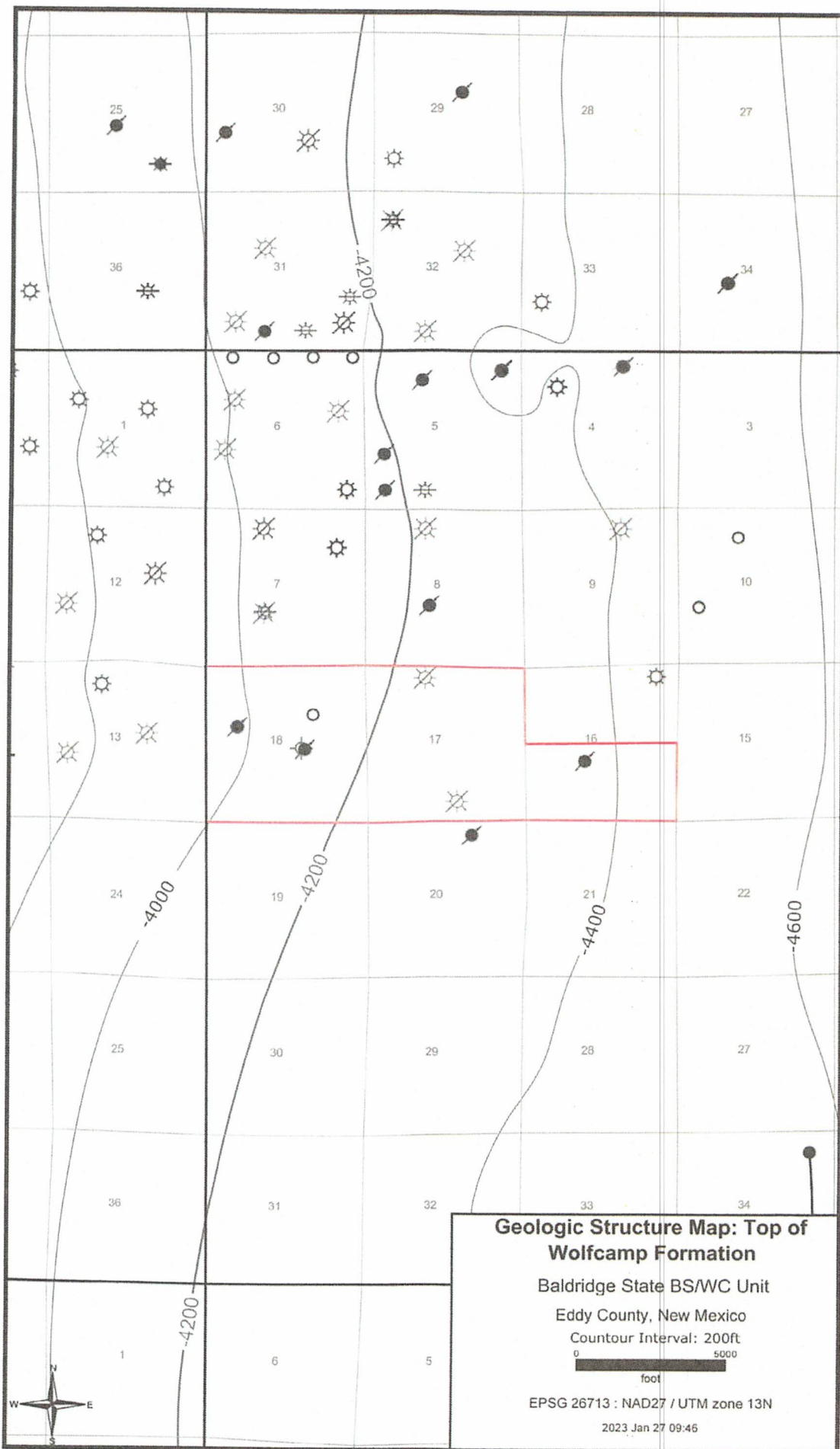
Both the Bone Springs and Wolfcamp formations possesses multiple hydrocarbon bearing zones with porosities and permeabilities that are too low for conventional vertical development. Therefore, both require horizontal drilling and fracking to produce economically viable reserves. Southeast of the proposed unit several operators have established economic horizontal production from multiple Bone Springs and Wolfcamp benches. The 3<sup>rd</sup> Bone Springs Sand and Harkey Sand along with the Wolfcamp XY, Wolfcamp A, and Wolfcamp B have all been targeted in the neighboring townships. The 3<sup>rd</sup> Bone Springs and Harkey are sand reservoirs. The Wolfcamp XY consists of primarily sand interbedded with thin shales, while the Wolfcamp A and B are primarily shales. All of the listed reservoirs have economic potential within the proposed unit.

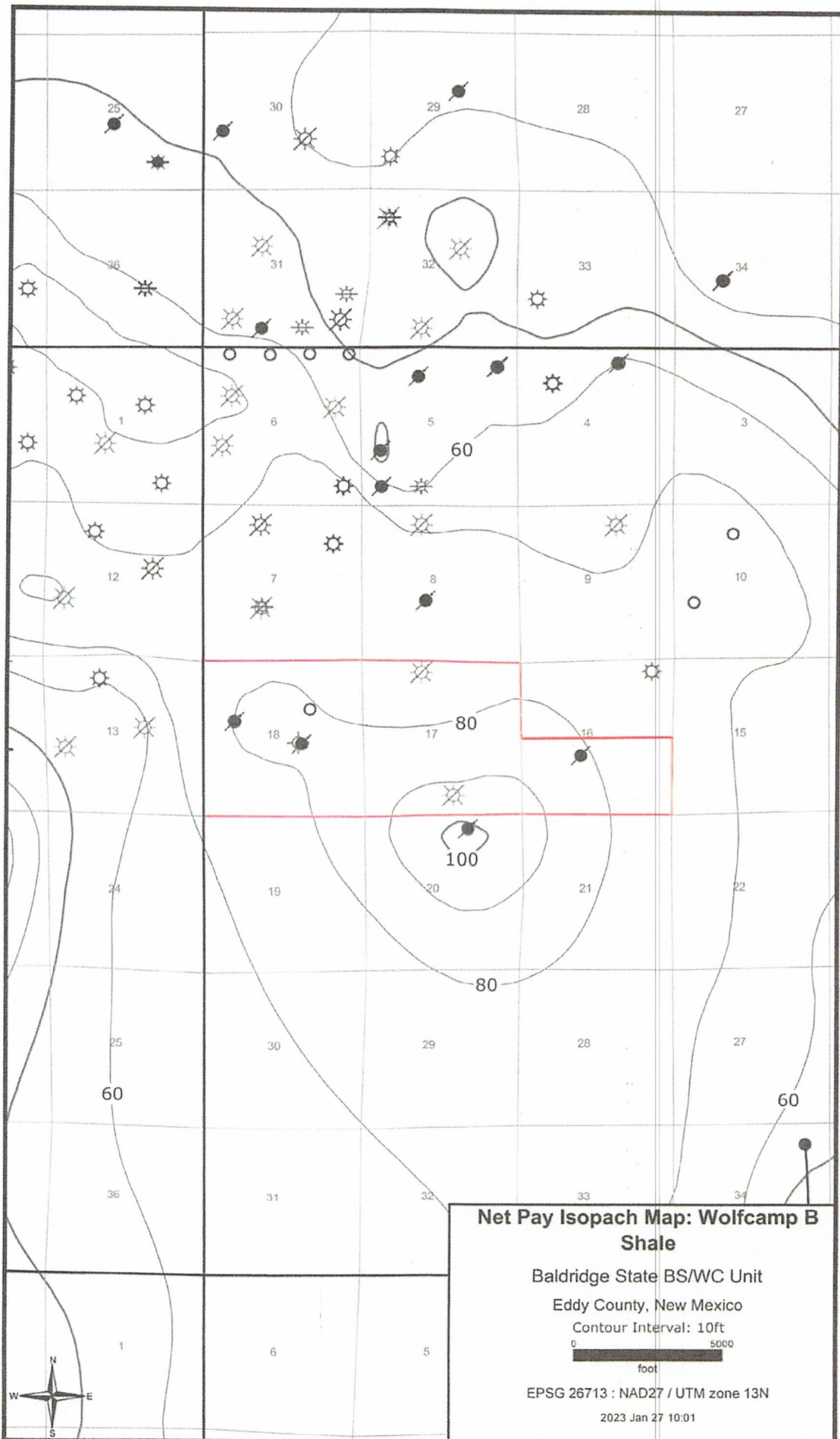
The primary target within the unit is the Wolfcamp B Shale. Within the unit, the top of this shale ranges from 9020 to 9315 ft deep and is roughly 110 ft thick. Effective porosities are approximately 8.27% and shale permeabilities are approximately 0.391 uD. These values were calculated from petrophysical well log analysis of wells in or near the unit, namely the Little Bear State Unit # 2 (API: 3001523317) and the Mosley Canyon State Unit #1 (API: 3001527136). These rock properties are very similar to those found in producing wells that lie on-strike structurally with the unit to the south. A Net Pay isopach map of the Wolfcamp B shale reveals a thick pay zone over the proposed unit.

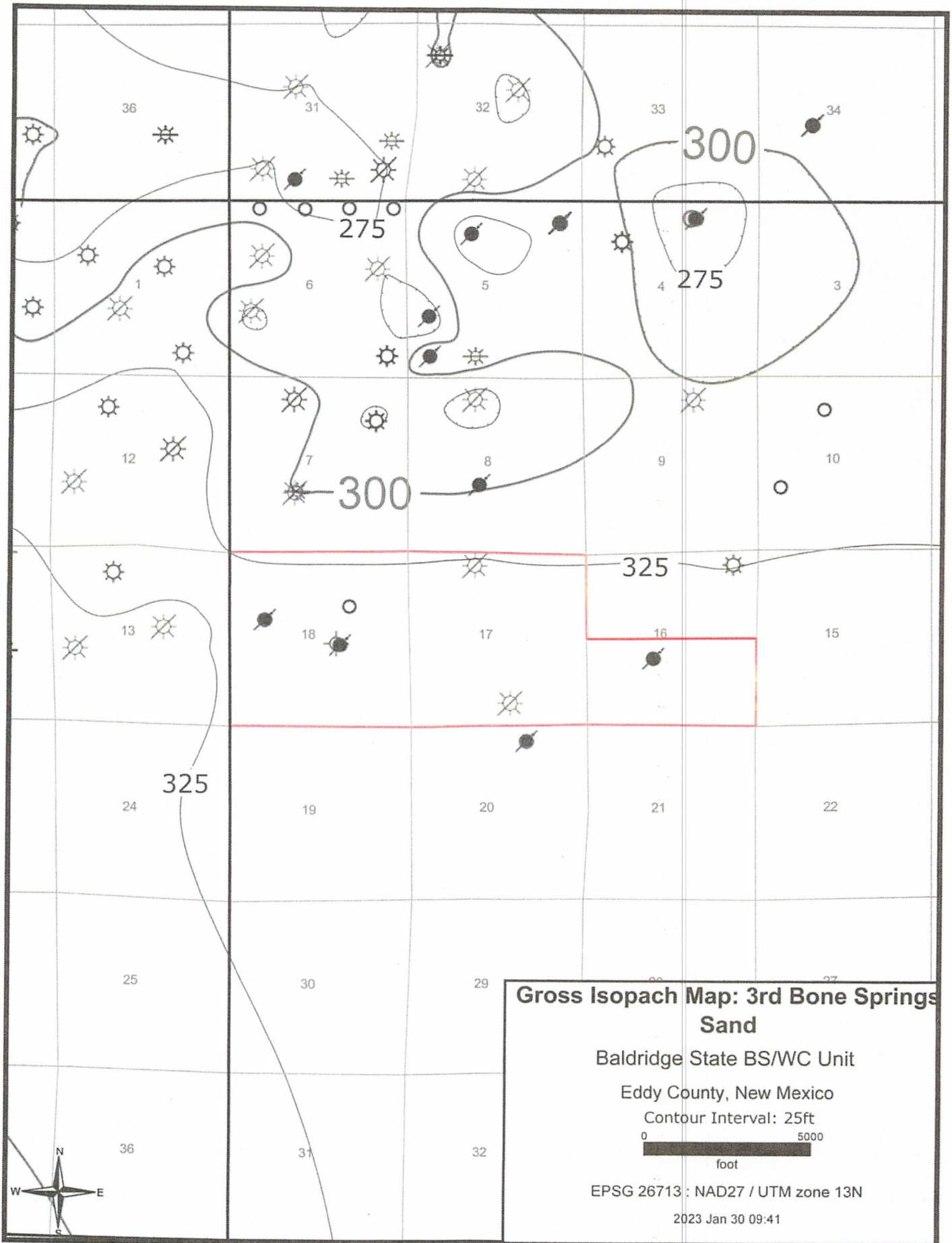
We believe unitization of this acreage is favorable to the State of New Mexico because it will allow these minerals to be produced with maximum revenue to the State and in a manner that will cause the least environmental impact in the area. Maximizing revenue to the state and reducing environmental impact depends primarily upon proving the effectiveness of horizontal drilling technology within the proposed unit. Secondly it requires building the most cost-efficient and least damaging system of infrastructure such as roads, electrical lines, natural gas lines, saltwater disposal systems, and production facilities. The goal of the exploration and development plan will be to increase production at a sustainable rate over time in order to optimize the large capital investment required for the development of this pool.

Future development plans will be submitted each year pursuant to the Unit Agreement, and will be a

**function of geologic understanding and commodity price environment. We respectfully submit this geologic write up as part of our formal proposal to form the exploratory unit in the above stated Sections 16, 17, and 18 in T24S; R25E in Lea County, New Mexico.**







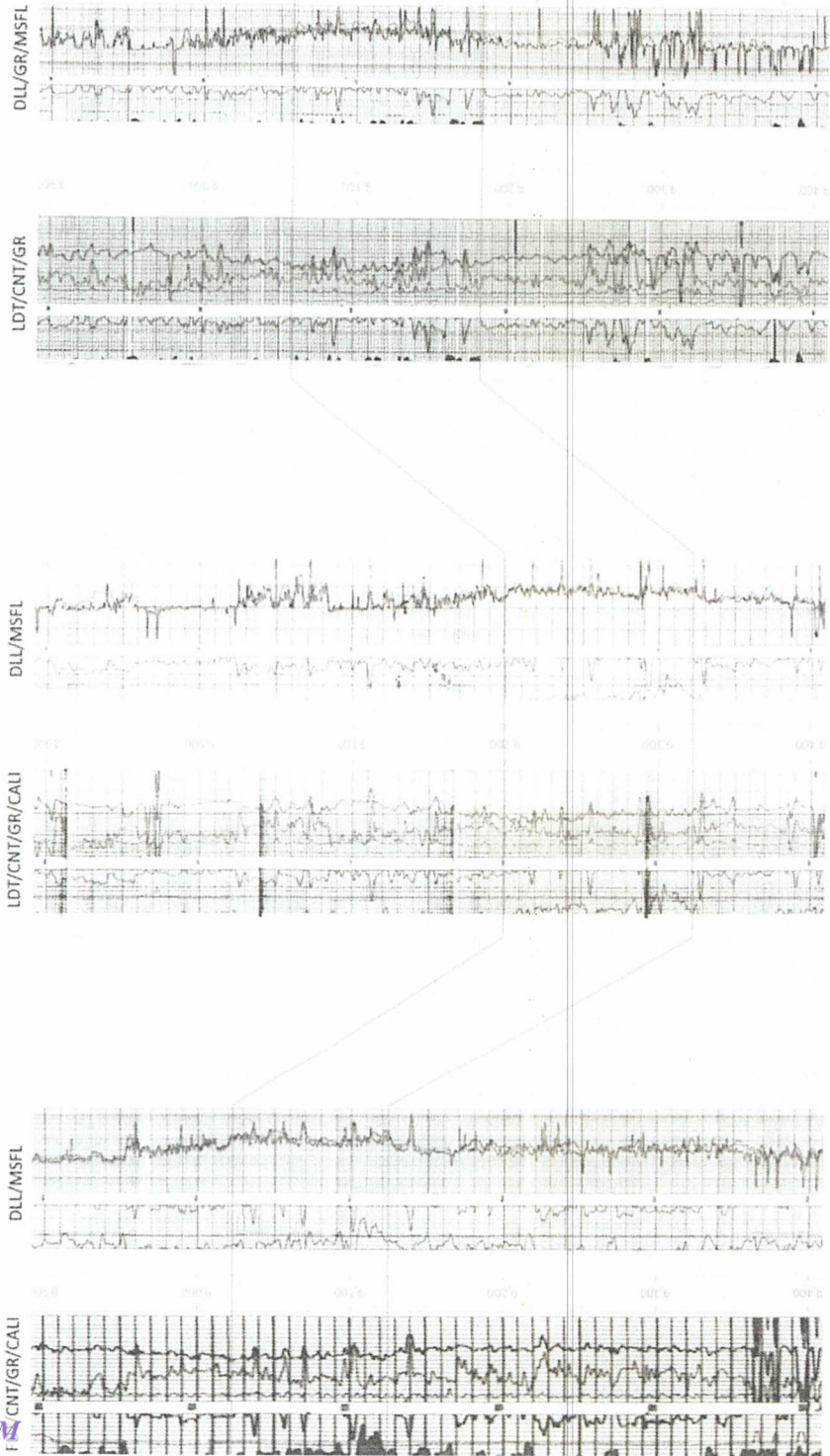
Baldridge State  
 BS/WC Unit  
 Wolfcamp B Cross Section

A'

Mosley Canyon St Ut #1  
 3001527136  
 9 24S 25E

Lambchop 20 #1  
 3001527220  
 20 24S 25E

Little Bear State Unit #2  
 3001523317  
 18 24S 25E



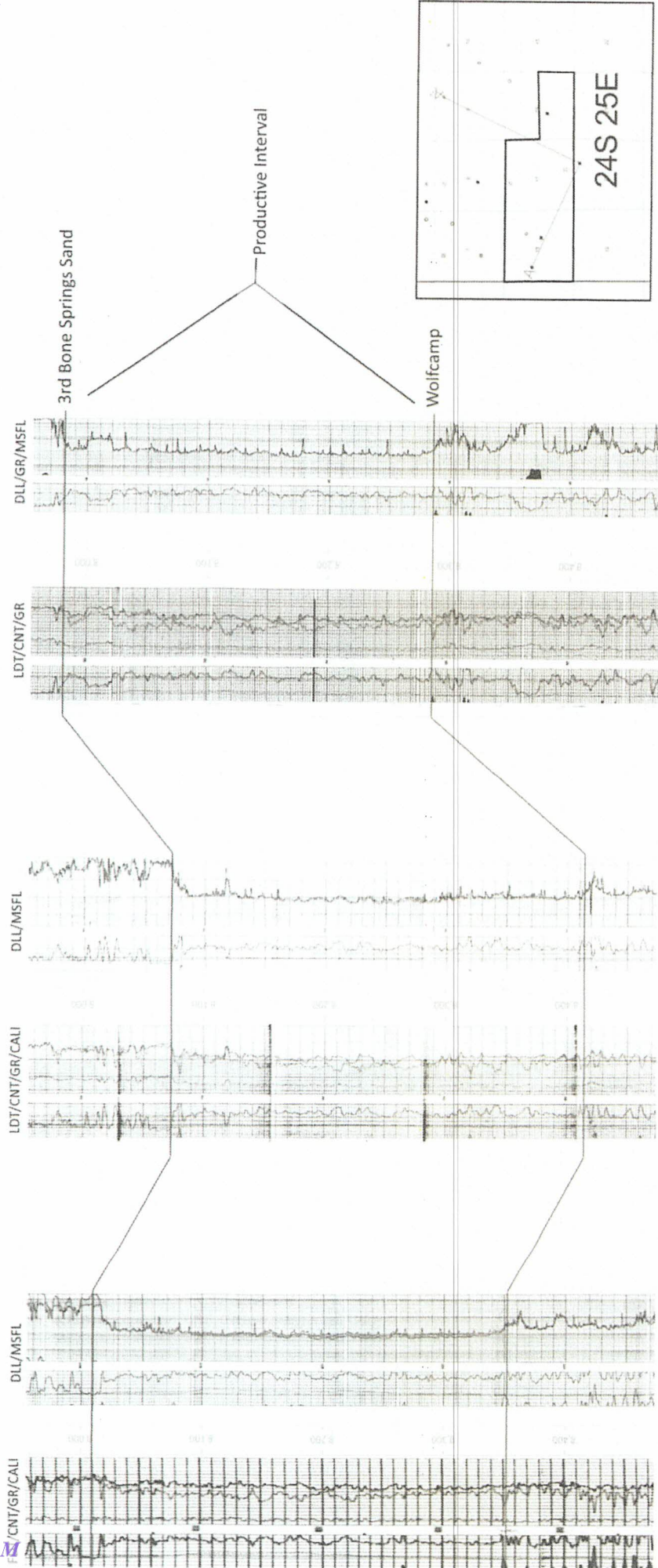
Baldrige State  
 BS/WC Unit  
 3rd Bone Springs Cross Section

A'

Mosley Canyon St Ut #1  
 3001527136  
 9 24S 25E

Lambchop 20 #1  
 3001527220  
 20 24S 25E

Little Bear State Unit #2  
 3001523317  
 18 24S 25E



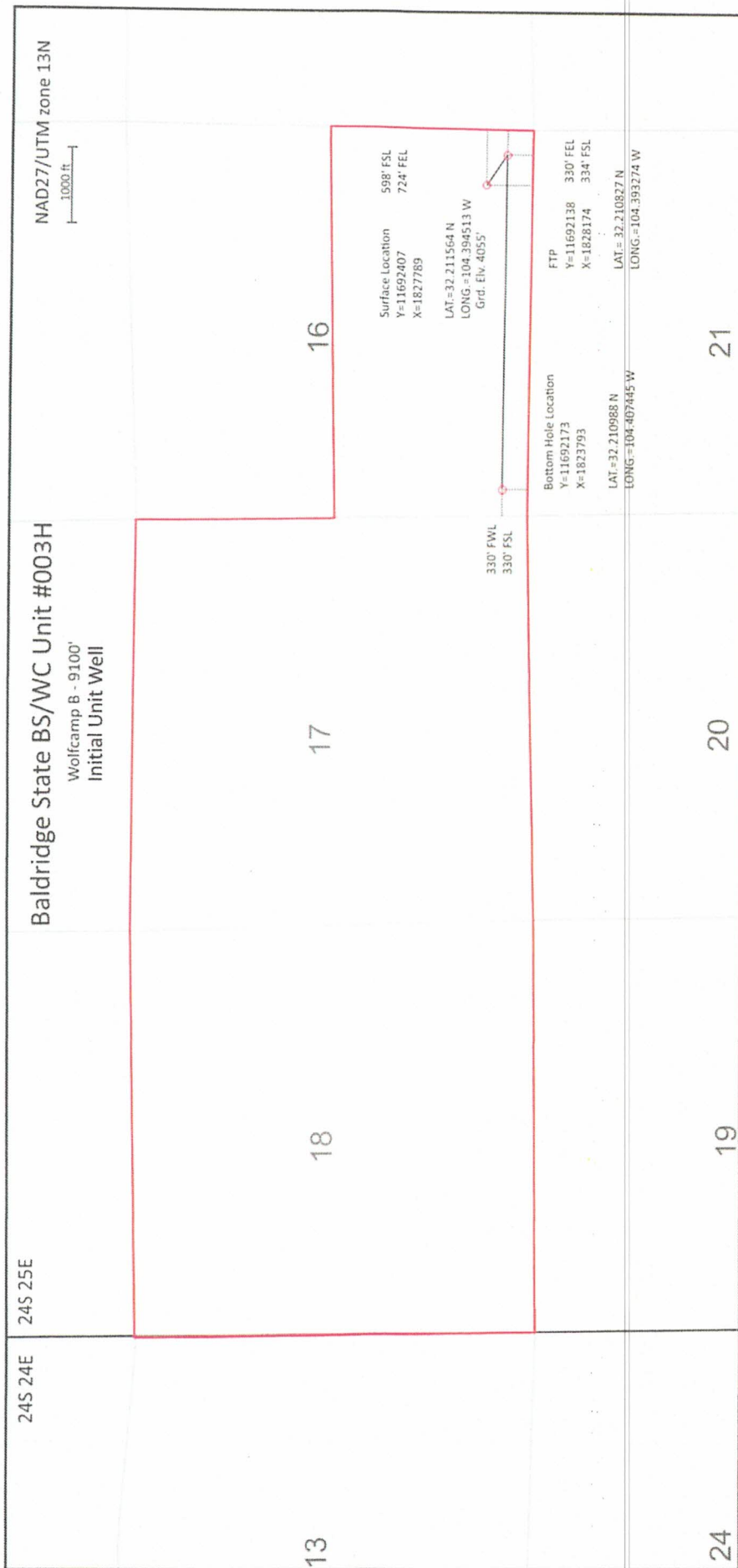


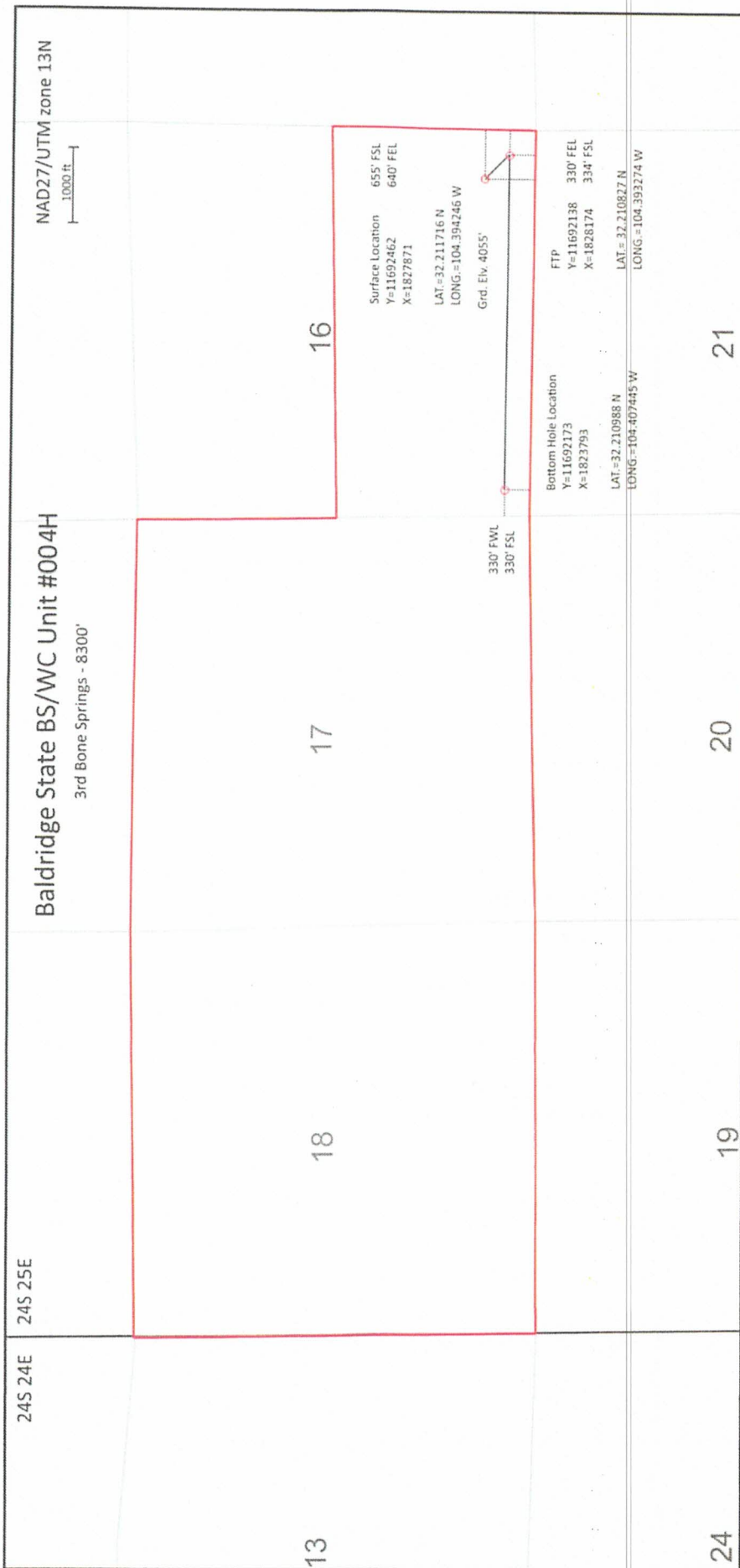
### **Development Plans for Baldrige State BS/WC Unit Proposal**

**Dakota Resources, Inc. is formally requesting the formation of an exploratory unit that comprises all or part of Sections 16, 17, and 18 in T24S; R25E in Eddy County, New Mexico.**

**Our initial test well, Baldrige State BS/WC Unit #003H will be a Wolfcamp B test. We will drill, complete, test, and connect the well to a gas pipeline. If the completion results in an economically commercial well, we intend to fully drill and develop the Wolfcamp B over the ensuing three years.**

**After establishing an economically commercial well in the Wolfcamp B, we also plan to drill a second test well, Baldrige State BS/WC Unit #004H in the 3<sup>rd</sup> Bone Springs formation. We will drill, complete, test, and connect the well to a gas pipeline. If the completion results in an economically commercial well, we intend to fully drill and develop the 3<sup>rd</sup> Bone Springs over the ensuing three years.**







**Stephanie Garcia Richard**  
COMMISSIONER

**State of New Mexico**  
**Commissioner of Public Lands**

310 OLD SANTA FE TRAIL  
P.O. BOX 1148  
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

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

February 23, 2023

Dakota Resources, LLC  
Attn.: Mr. Chris Morphew  
4519 Santa Rosa Drive  
Midland, TX 79707

Re: Final Approval of Unit Agreement  
Baldrige State BS/WC Unit  
Eddy County, New Mexico

Dear Mr. Morphew,

The New Mexico State Land Office (NMSLO) is in receipt of your letter dated February 15, 2023 wherein you requested final approval for the Baldrige State BS/WC Unit Agreement, Eddy County, New Mexico.

The Commissioner of Public Lands has this date granted you final approval of the Baldrige State BS/WC Unit Agreement, Eddy County, New Mexico. Our approval is subject to like approval by the New Mexico Oil Conservation Division (NMOCD). Please provide the NMOCD Order to the NMSLO upon receipt.

Per Section 8 of the Unit Agreement, the unit operator shall, within sixty (60) days after the effective date of this agreement, commence operations upon an adequate test well for oil and gas, and shall continue drilling diligently, one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well is drilled capable of producing unitized substances in paying quantities. The operator is proposing to develop the Wolfcamp formation first and then to develop the Bone Spring formation. Notwithstanding any of the provisions of this Agreement to the contrary, all undeveloped regular well spacing or proration unit tracts within the unit boundaries shall be automatically eliminated from this Agreement and shall no longer be a part of the unit or be further subject to the terms of this agreement unless at the expiration of five (5) years after the first day of the month following the effective date of this agreement diligent drilling operations are in progress on said tracts.

ATTACHMENT

C

All oil, gas, natural gas and associated fluid hydrocarbons in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

Enclosed are (5) Certificates of Approval.

Your \$300.00 filing fee has been received.

Please submit a commercial well determination for the initial Wolfcamp well in the unit six (6) months after completion of the initial well.

If you have any questions or if we may be of further assistance, please contact Units Manager Scott Dawson at 505.827.5791.

Respectfully,



Stephanie Garcia Richard  
Commissioner of Public Lands

SGR/sd

cc: Reader File,  
NMOCD - Attention: Mr. Leonard Lowe  
SLO RMD - Attention: Ms. Jeri Birge  
NMBLM - Attention: Ed Fernandez

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

**IN THE MATTER OF THE HEARING CALLED  
BY THE OIL CONSERVATION DIVISION FOR  
THE PURPOSE OF CONSIDERING:**

**APPLICATION OF DAKOTA RESOURCES, INC.  
FOR APPROVAL OF A UNIT AGREEMENT,  
EDDY COUNTY, NEW MEXICO.**

**Case No. 23359**

**SELF-AFFIRMED STATEMENT OF JEREMY KELLEY**

Jeremy Kelley deposes and states:

1. I am a geologist for Petro-Quest Oil & Gas, LP (“Petro-Quest”), and have personal knowledge of the matters stated herein. I have not been qualified by the Division as an expert petroleum geologist. My educational and employment background is as follows:

Education:

Bachelor of Science degree in Geology, Texas A&M University, 2014  
Master of Science degree in Geology, University of Texas San Antonio, 2017

Work Experience:

Petro-Quest Oil & Gas 2015-2023

Geology Experience:

Began working as a Geologist with Petro-Quest Oil & Gas in 2015. Eight years of work experience primarily focused on geological exploration, well log analysis, and GIS mapping within the New Mexico portion of the Delaware Basin. Proficient in preparing structure maps, isopach maps and well log cross sections.

2. The primary zones to be developed in the proposed Baldrige State BS/WC Unit Area are the Bone Spring and Wolfcamp formations.

3. Attachment 1 to the landman’s affidavit contains the geological writeup submitted to the State Land Office for preliminary approval of the Unit Area.

4. The writeup shows that the Bone Spring and Wolfcamp formations have potential viability across the Unit Area. Utilizing extensive well log control in the area indicates that both formations have excellent well log properties. That is shown on the Wolfcamp B Cross Section and the 3<sup>rd</sup> Bone Spring Cross Section attached to the geological writeup. The Structure Map on

EXHIBIT

3

the top of the Wolfcamp formation and the Isopach Maps of the Wolfcamp B and 3<sup>rd</sup> Bone Spring, which are also attached to the geological writeup, depict the geological potential.

5. This area has not been heavily developed in the Bone Spring and Wolfcamp formations. Thus there is geological uncertainty, and unitization will allow interest owners to share in the benefits of participating in multiple wells.

6. Dakota is seeking the best exploitation practices for these zones in this area of Eddy County.

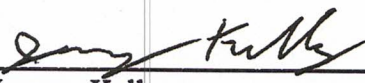
7. Petro-Quest and Dakota Resources, Inc. are in agreement on the development of the Unit Area.

8. The geological writeup and plats submitted to the State Land Office for preliminary approval of the Unit Area were prepared by me.

9. The granting of this application is in the interests of conservation and the prevention of waste.

I understand that this Self-Affirmed Statement will be used as written testimony in this case. I affirm that my testimony in paragraphs 1 through 9 above is true and correct and is made under penalty of perjury under the laws of the State of New Mexico. My testimony is made as of the date handwritten next to my signature below.

Date: 2/21/23

  
\_\_\_\_\_  
Jeremy Kelley